# 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**

June 3, 2014, 7:00 P.M.

Lincoln High School – Performing Arts Theater

790 J Street, Lincoln, CA 95648

# AGENDA

2013-2014 Goals & Objectives (G & 0) for the Management Team: *Component I:* Quality Student Performance; *Component II:* Curriculum Themes; *Component III:* Special Student Services; *Component IV:* Staff & Community Relations; *Component V:* Facilities/Administration/Budget.

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

**5:40 P.M. START**

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

**5:45 P.M.**

2. **CLOSED SESSION** – Lincoln High School – Library

**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

**2.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Case 34-2014-80001762

**2.4 INTERDISTRICT ATTENDANCE APPEAL**

a. Interdistrict Request Appeal 14/15 - 30
b. Interdistrict Request Appeal 14/15 - 31
c. Interdistrict Request Appeal 14/15 – 32
d. Interdistrict Request Appeal 14/15 – 33
e. Interdistrict Request Appeal 14/15 – 34

**7:00 P.M.**

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**–Lincoln High School Performing Arts Theater

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

**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

**3.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Case 34-2014-80001762

**3.4 INTERDISTRICT ATTENDANCE APPEAL**
a. Interdistrict Request Appeal 14/15 - 30
b. Interdistrict Request Appeal 14/15 - 31
c. Interdistrict Request Appeal 14/15 – 32
d. Interdistrict Request Appeal 14/15 – 33
e. Interdistrict Request Appeal 14/15 – 34

**4. SPECIAL ORDER OF BUSINESS**
District will Honor:
- Retirees
- Employee of the Year
- Teacher of the Year

**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 Approval of Meeting Minutes for:
- May 6 & 20, 2014 Regular Board of Trustee Meeting

5.2 Approval of Warrants
5.3 Classified Personnel Report
5.4 Certificated Personnel Report
5.5 Approve Agreement for Fiscal Budget Services between School Services of California, Inc., and WPUSD.
5.6 Ratify Contract – School Innovation & Achievement Program Advisory and Compliance Services for Mandate Reimbursement Process.
5.7 Ratify Contract – School Innovation & Achievement "SiteServ" State Mandate Reimbursement Services.
5.8 Ratify Contract – Sacramento Convention Center for Lincoln High School Senior Prom April 11, 2015.
5.9 Phoenix High School WASC Accreditation
5.10 Student Discipline Stipulated Expulsion Students # 13/14-Q.
5.11 Mathematics

5.12 Transitional Kindergarten Mathematics
5.13 Approval of Out of State Travel.
***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 Performing Arts Theater. 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
7.4Superintendent – Scott Leaman

## 8. PUBLIC HEARING

**8.1 2014–15 Western Placer Unified School District LCAP**
Pursuant to Education Code (EC) 52062(b)(1), Western Placer Unified School District will hold public hearing to solicit the recommendations and comments of members of the public regarding the specifications and expenditures proposed to be included in the Local Control and accountability Plan (LCAP)

**8.2 2014–15 Western Placer Unified School District Proposed Budget**
Per California education Code 42127, on or before July 1 of each year, the governing Board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. At this hearing, the Board will take testimony from the public.

## 9. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

**9.1** Discussion/ Action **JOHN ADAMS ACADEMY – Leaman** *(13-14 G & O Component I, II, III, IV, V)*

●After holding a public hearing concerning the John Adams Lincoln petition, the Board will consider action on the attached petition. The attached petition has been found by our legal counsel to be compliant. The district business services department analyzed the budget and it met the requirements for approval. Initial petitions can be approved up to five years.

**9.2** Information **2014-15 BUDGET ASSUMPTIONS AND PROPOSED BUDGET FOR GENERAL FUND AND OTHER FUNDS – Kilpatrick** *(13-14 G & O Component I, II, III, IV, V)*

•District staff has prepared the 2014-15 Proposed Budget documents for Board adoption at the June 17, 2014, Board of Trustees meeting. The most recent State's May Revision Budget has an impact on our 2014-15 budget assumptions along with our multi-year projections.

**9.3** Action **MCT VISION SCREENING CONTRACT FOR 2014-2015 – Schuetz** *(13-14 G & O Component I, II, III, IV, V)*

•Dr. Melody Q. Quenzer, OD of Eye-Q Optometry will provide Modified Clinic Technique vision screening for all students in K, 3rd, 6th, as well as color blindness testing for 1st grade males. Dr. Quenzer will test up to 200 students per day. Her services are voluntary with no cost to the District.

**9.4** Action **ADOPT UPDATED SCHOOL FACILITIES MASTER PLAN DATED JUNE 2014 – Steer** *(13-14 G & O Component I, II, III, IV, V)*

•The School Facilities Master Plan for the Western Placer Unified School District was adopted by the Board of Trustees in June of 2010. The past four years has seen some change to the way staff is planning for the future growth and the size of future schools sites. In addition, with various changes in our school sites, staff felt it important to be sure we had the most up to date priorities from each site as we plan for site improvements and projects.

**9.5** Action **SUBJECT MATTER VERIFICATION ED. CODE 44258.3 – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•With the involvement of appropriate subject matter specialists, the Superintendent or designee shall develop and employ procedures for verifying the subject matter knowledge of teachers assigned to teach in departmentalized classes outside their specific credential authorization pursuant to mentor teachers, curriculum specialists, resource teachers, classroom teachers certified to teach a subject, staff to regional subject matter projects or curriculum institutes, or college facility. (Ed. Code 44258.3)

**9.6** Action **APPROVAL OF LEASE-LEASE BACK AGREEMENT WITH BRCO CONSTRUCTORS, INCL. FOR RE-ROOFING OF LINCOLN HIGH AND SHERIDAN ELEMENTARY SCHOOLS, PORTABLE DEMOLITION AT SHERIDAN ELEMENTARY – Steer** *(13-14 G & O Component I, II, III, IV, V)*

•Staff is seeking to engage in a Lease Leaseback Agreement with BRCO Constructors, Inc. for re-roofing specific areas as outlined in the Site Lease both at Lincoln High School and Sheridan Elementary School, this includes replacement of a swamp cooler unit at Sheridan.

9.7 Action **APPROVAL OF AGREEMENT WITH D7 ROOFING SERVICES CONTRACTOR CONSTRUCTION WORK RELATED TO ROOFING OVERLAY AT CARLIN C. COPPIN ELEMENTARY (MECH ROOM) AND RE-ROOFING AT FIRST STREET SCHOOL (MULTI AND ROOM 1) – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•In an continued effort to uphold our commitment to maintaining our facilities and our roofing, Staff has identified the following projects and not only noted as immediate needs by way of two independent roof surveys, but also fiscally reasonable and able to perform within a limited scope of time; Roofing Overlay at Carlin C. Coppin Elementary School Mechanical Room and Re-Roofing at First Street School Multi and Room 1.

## 10. BOARD OF TRUSTEES

### 10.1 FUTURE AGENDA ITEMS

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

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

### 10.2 BOARD MEMBER REPORTS/COMMENTS

## 11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

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

## 12. 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: **Lincoln High School – Library**
Date: **Tuesday, June 3, 2014**
Time: **5:45 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. **CONFERENCE WITH LABOR NEGOTIATOR**

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

1. <u>LICENSE/PERMIT DETERMINATION</u>
   a. Specify the number of license or permit applications.
2. <u>SECURITY MATTERS</u>
   a. Specify law enforcement agency
   b. Title of Officer,
3. <u>CONFERENCE WITH REAL PROPERTY NEGOTIATOR</u>
   a. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.

b. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.

c. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

a. Name of case: specify by reference to claimant's name, names or parties, case or claim number.

b. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.

5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

a. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.

b. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.

6. **LIABILITY CLAIMS**

a. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.

b. Agency claims against.

7. **THREATS TO PUBLIC SERVICES OR FACILITIES**

a. Consultation with: specify name of law enforcement agency and title of officer.

8. **PERSONNEL:**

A. **PUBLIC EMPLOYEE APPOINTMENT**
   a. Identify title or position to be filled.

B. **PUBLIC EMPLOYEE EMPLOYMENT**
   a. Identify title or position to be filled.

C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   a. Identify position of any employee under review.

D. **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
   a. It is not necessary to give any additional information on the agenda.

E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
   a. No information needed

9. **CONFERENCE WITH LABOR NEGOTIATOR**

a. Name any employee organization with whom negotiations to be discussed are being conducted.

b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.

c. Identify by name the agency's negotiator

10. **STUDENTS:**

A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**

B. **STUDENT PRIVATE PLACEMENT**
   a. Pursuant to Board Policy 6159.2

C. **INTERDISTRICT ATTENDANCE APPEAL**
   a. Education Code 35146 and 48918

D. **STUDENT ASSESSMENT INSTRUMENTS**
   a. Reviewing instrument approved or adopted for statewide testing program.

E. **STUDENT RETENTION/ APPEAL**
   a. Pursuant to Board Policy 5123

F **DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION**
   a. Prevent the disclosure of confidential student information.

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

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

**SUBJECT:**
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
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:**
June 3, 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

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

**SUBJECT:**
PUBLIC EMPLOYEE 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:**
June 3, 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

**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:**
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

**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:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

---

## BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Case 34-2014-80001762

## RECOMMENDATION:

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

wp/rk/factform

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

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

**SUBJECT:**
Interdistrict Appeal

**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:**
June 3, 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 - 30
- Interdistrict Request Appeal 14/15 - 31
- Interdistrict Request Appeal 14/15 - 32
- Interdistrict Request Appeal 14/15 - 33
- Interdistrict Request Appeal 14/15 - 34

## ADMINISTRATION RECOMMENDATION:

Disclose any action taken.

wp/rk/factform

3.4

# SPECIAL

# ORDER

# OF

# BUSINESS

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

| MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
|---|
| DISTRICT GLOBAL GOALS |
| 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:**
District Will Honor

- Retirees
- Employees of the Year
- Teacher of the Year

**AGENDA ITEM AREA:**
Special Order of Business

**REQUESTED BY:**
Scott Leaman,
Superintendent

**ENCLOSURES:**
No

**DEPARTMENT:**
Administration

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

## BACKGROUND:

The Board of Trustees would like to Honor Retirees, and other Special Staff.

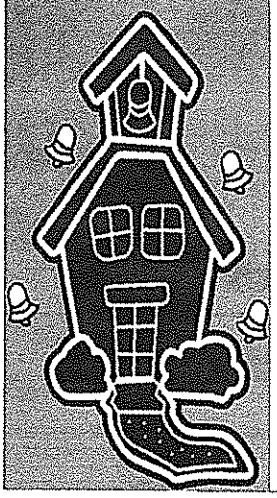
## RECOMMENDATION:

wp/rk/facsheetrecog

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

**RETIREES**

* Lynn Brown
* Mark Bryant
* Cynthia DeLoach
*Michael Doherty
* Jeaninne Kato
*Cheryl Metheny



# Honoring Retirees
# Please Join Us

The Western Placer Unified School District would like to invite you to the Governing Board Meeting on Tuesday, June 3, 2014 where we plan to honor you for your years of dedicated service to the students of the District. Please feel free to bring any friends or family members to the meeting as well.

***Date: June 3, 2014***
***Time: 7:00 p.m.***
***Location: 790 J Street, LHS Performing Arts Theater***

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

# 2013-14 CLASSIFIED EMPLOYEES OF THE YEAR

*The following were voted Employee of the Year in their category classification, by their peers.*

**Heather Willoughby,**
*Child Nutrition*

**Mike Kimbrough,**
*Maintenance & Operations*

**Angie Selter,**
*Office & Technical*

**Maribel Vergara,**
*Para-Educator & Instructional Assistance*

**Gail Roberts,**
*Support Services & Security*

**Pat Laird,**
*Transportation Department*

---

## Angie Selter

*Overall Employee of the Year 2013-14*

---

TEACHER OF THE YEAR
2013 - 2014
**Jennifer Chandler**

# CONSENT

# AGENDA

---

# ITEMS

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

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

**SUBJECT:**
Approval of Minutes:
- May 6, & 20, 2014 Regular Board of Trustee Meetings

**AGENDA ITEM AREA:**
CONSENT AGENDA

**REQUESTED BY:**
Scott Leaman,
Superintendent

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Administration

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

## BACKGROUND:

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

- May 6 & 20, 2014 Regular Board of Trustee Meeting

## RECOMMENDATION:

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

wp/rk/factform

Western Placer Unified School District
**Regular Meeting of the Board of Trustees**
May 6, 2014, 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA 95648

# MINUTES

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.

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

**Others Present:**
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Ryan Davis, Assistant Superintendent of Personnel Services
Michele Schultz, Interim Assistant Superintendent of Educational Services
Rosemary Knutson, Secretary to the Superintendent
Carol Percy, Lincoln News Messenger

**5:35 P.M. START**

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

**5:40 P.M.**

2. **CLOSED SESSION** – Lincoln High School – Library

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

2.3 **INTERDISTRICT ATTENDANCE APPEAL**
a. Interdistrict Request Appeal 14/15 - 17
b. Interdistrict Request Appeal 14/15 - 18

c. Interdistrict Request Appeal 14/15 – 19
d. Interdistrict Request Appeal 14/15 – 20
e. Interdistrict Request Appeal 14/15 – 21
f. Interdistrict Request Appeal 14/15 – 22
g. Interdistrict Request Appeal 14/15 – 23

**7:00 P.M.**

**3. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**–Lincoln High School Performing Arts Theater
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

**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

No action taken

**3.2 PERSONNEL**
**a.** Public Employee Employment/Discipline/Dismissal/Release

No action taken

**3.3 INTERDISTRICT ATTENDANCE APPEAL**
a. Interdistrict Request Appeal 14/15 – 17

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

**b.** Interdistrict Request Appeal 14/15 - 18
**c.** Interdistrict Request Appeal 14/15 – 19

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to deny transfer appeal 14/15-18 and 14/15-19.

**d.** Interdistrict Request Appeal 14/15 – 20

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

**e.** Interdistrict Request Appeal 14/15 – 21

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

f. Interdistrict Request Appeal 14/15 – 22

Motion by Mr. Long, seconded by Mr. Carras, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

g. Interdistrict Request Appeal 14/15 – 23

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

## 4. SPECIAL ORDER OF BUSINESS

MUDRUN4LIFE donation presentation
Members Tina _____ and her daughter from the Mudrun4life Group presented Lincoln High School with a $7,000.00 check to help fund LHS Peer Counseling. The MudRun4Life is suicide prevention, and over the past two years has brought in about $30,000.00. to help with Suicide Prevention.

## 5. CONSENT AGENDA

5.1 Approval of Meeting Minutes for:
- April 1 & 15, 2014 Regular Board of Trustee Meeting

5.2 Approval of Warrants
5.3 Classified Personnel Report
5.4 Certificated Personnel Report
5.5 Approve Agreement for Consultant Services between Placer County Office of Education (PCOE) and WPUSD
5.6 Approve California Interscholastic Federation Application for 2014-15 School Year at Lincoln High School.
5.7 Disposal of Surplus Items
5.8 Student Discipline Stipulated Expulsion Students # 13/14 – N & O.
5.9 Ratification of Contract with Rainforth Grau Architects for Professional Services related to Carlin C. Coppin HVAC Modernization.
5.10 Accept donation of Storage Shed from Carlin C. Coppin Parent Teacher Club.
5.11 Waiver of California High School Exit Exam Requirement for Diploma for Special Education Students Who Have Passed CAHSEE Math and/or CAHSEE ELA, with Modifications, LHS Students #A1 – A17.

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

## 6. COMMUNICATION FROM THE PUBLIC

No communication from the public

## 7. REPORTS & COMMUNICATION

7.1 Lincoln High School, Student Advisory – Jillian Loya - absent
7.2 Western Placer Teacher's Association – Tara McCroskey – no report

7.3 Western Placer Classified Employee Association – Mike Kimbrough read the following:
Later tonight, our tentative agreement is coming before the School Board. For our group, there are some positives and also some negatives that come with it.

On the positive side, we appreciate that the district is showing fairness and equity in the respect that we are finally getting our health care benefits raised so that for the first time in a few years, the groups will be the same and we will have the same benefits as others for our current staff (Our retirement medical benefits are still lower). A lot of our members have had a few thousand dollars less in take home pay over the last few years due to having a lower CAO on our health care benefits.

Our part time members not eligible for PERS will see an increase of 5% in pay. When the PERS was negotiated in the past for being paid in lieu of a raise, they did not receive anything, so now it brings them back up to having a more equal pay.

On the negative side, after the past few years of reduced pay due to paying higher medical costs and our furlough days taken, we will once again see a lower pay for most of our members due to paying our own portion of our PERS retirement (Which, as stated before, we received as a result of giving up pay raises in the past for this benefit). The employee PERS portion is 7%, for which we will be only receiving 5% offset, so our members belonging to PERS will see a 2% reduction in salary. The District cost for our group for PERS is 5.2%, as our members under 4 hours are not part of PERS and them receiving an increase in pay results in the lower percentage than the 7%, so the District is not losing anything by offsetting PERS (They actually come out in the black as they are Currently paying 5.2% overall and will be paying 5%). I just want to make clear, that this in no way is this 5% a pay increase, but rather a pay decrease for our group. For some of our members, the increase in our medical cap will result in a small increase in take home pay, but many of our members will have a decrease in take home pay as some members do not use the insurance and anyone using employee only would have to go to the High deductible plan (This would give them more in medical benefits after the first year, but no increase in actual take home pay), about 1/3 of our members fall into this category.

For receiving the increase in medical benefits, we also gave up over $60,000 in concessions. We gave up our freeze in step and our professional growth ($43,000), we gave up over $10,000 in excess contributions that we made from concessions for the reductions that we made for this year and we also will receive 2% less from the PERS offset as a group which is approximately $13,000 for our group. So overall, we see this portion as being over $65,000 given up by our group to help pay for our medical benefits increase. So as your can see, this tentative agreement comes with a cost for our members.

7.4 Superintendent – Scott Leaman reported the following:

- Welcomed everyone to the meeting
- Busy month as graduations and promotions approach us.
- Next meeting will be at Carlin C. Coppin
- The district is in the process of major hires. We are currently looking at Special Education and three principals
- Thanked the Associations with negotiations

**8. PUBLIC HEARING**

John Adams Academy Petition -
The district received a charter school petition on April 10, 2014 from John Adams Academy – Lincoln. By law, a Public Hearing is required within 30 days. Without extension, the petition will need to be acted on by the June 6, 2014 meeting.

The hearing was opened for questions and discussion. Scott discussed the process of the petition.

Mr. Dean Foreman presented a video on the John Adams Academy. He spoke to the board afterwards about the video. He spoke of his dream of the Academy, showed a picture of the building structure they are planning on building, and their mission and vision. He shared he has a background in Economics, government and history. He loves freedom in America, and feels great schools attract vibrant families. He shared his values, and what the academy has to offer, as well as highlights of the Academy.

*Academics are:*

- Classics
- Core knowledge
- Riggs
- WASC
- Test Scores
- Mentors
- Professional Development for teachers

*Finances:*

- Two clean audits in the bank
- Reserves at 15-20%
- Financial partner – Highmark (for the construction of the building)
- Current Sponsor – LUSD (Loomis Unified School District)

*Facility Location:*
193 Oak Tree Lane, with a Colonial Greco Roman Architectural Design

- They have a current waiting list of 388

- Serves Special Education through El Dorado County SELPA

*Legal:*

- Young, Minney & Corr, LLP
  Partner Jerry Simmons
- John Adams Academy Lincoln meets or exceeds all legal requirements.

There were several parents who spoke on behalf the John Adams, and would like to see the petition signed. The public hearing was closed at 8:25 p.m.

**9. ♦ACTION ♦DISCUSSION ♦INFORMATION**

**9.1** Action **APPROVE RESOLUTION NO. 13/14.23 AUTHORIZING THE ISSUANCE OF 2014 TAX AND REVENUE ANTICIPATION NOTES AND APPROVE APPLICATION TO PARTICIPATE IN**

**THE DRY PERIOD FINANCING PROCESS – Kilpatrick** *(13-14 G & O Component I, II, III, IV, V)*

•Tax Revenue Anticipation Notes (TRANS) are used as a financing tool to mitigate cash flow deficits. The notes are issued at a tax-exempt interest rate, which is substantially lower than normal bank loans. The proceeds may then be reinvested with the Placer County Treasurer or in a Guaranteed Investments Contact (GIC) at a higher rate of interest.

Audrey Kilpatrick presented a resolution on tax and revenue for a TRANS. This has been done the last two years. Based on cash flow we would still need the TRANS. Motion by Mr. Carras, second Mr. Armitage, and passed by a 5-0 (**Ayes**: *Long, Armitage, Carras, Haley, Wyatt,* **No:** *None*) roll call vote to approve Resolution No. 13/14.23 Authorizing the issuance of 2014 Tax and Revenue anticipation notes and approve Application to participate in the Dry Period Financing Process

**9.2** Discussion/ Action

**RATIFICATION OF TENTATIVE AGREEMENT WITH WPUSD AND CSEA #741 – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•The Western Placer Unified School District and the California School Employees Association Chapter #741 have signed a Tentative Agreement regarding several articles in the Collective Bargaining Agreement between the Parties.

Ryan Davis thanked Mike Kimbrough for his earlier comments. The big items are the increase in benefits, and removal of employee paid PERS, as well as other changes. Motion by Mr. Carras, seconded by Mr. Haley and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to ratify the Tentative Agreement with WPUSD and CSEA #741.

**9.3** Discussion/ Action

**APPROVAL OF ADJUSTMENT OF BENEFITS, PERS AND SALARY FOR THE DISTRICT'S CONFIDENTIAL EMPLOYEES – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•In light of the Tentative Agreement with CSEA effecting classified employees which included an increase in employee health benefits along with the change whereby the District will no longer be contributing the employees portion of PERS and a 5% offset to salary, the District would like to make these same changes for the confidential employees of the District.

Mr. Davis presented adjustments be made to the Confidential Employees. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to approve the adjustments of benefits, PERS and Salary for the District's Confidential Employees.

**9.4** Discussion/ Action

**APPROVAL OF ADJUSTMENT TO BENEFITS, PERS AND SALARY FOR DISTRICT'S CLASSIFIED MANAGEMENT EMPLOYEES – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•In light of the Tentative Agreement with CSEA effecting classified employees which included an increase in employee health benefits along with the change

whereby the District will no longer be contributing the employees portion of PERS and a 5% offset to salary, the District would like to make these same changes for the Classified Management employees of the District.

Ryan Davis, present adjustments to be made to the Classified Management Employees. Motion by Mr. Armitage, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to approve the adjustments of benefits, PERS and Salary for the District's Classified Management Employees.

**9.5** Discussion/ Action **APPROVAL OF ADJUSTMENT TO BENEFITS FOR THE DISTRICT'S CERTIFICATED MANAGEMEMENT EMPLOYEES** – **Davis** *(13-14 G & O Component I, II, III, IV, V)*

•In light of the recent Tentative Agreement regarding Employee Benefits with the Western Placer Teachers Association (WPTA) effecting certificated employees which included an increase in employee health benefits, the District would like to make these same changes to health benefits for the Certificated Management employees of the District.

Mr. Davis presented adjustment. Motion by Mr. Long, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to approve adjustments of benefits for the District's Certificated Management Employees.

**9.6** Discussion/ Action **ADOPTION OF THE WPUSD STUDENT/TEACHER CALENDAR FOR 2014-2015 SCHOOL YEAR** – **Davis** *(13-14 G & O Component I, II, III, IV, V)*

•The Western Placer Unified School District and the Western Placer Teachers Association have signed a Tentative Agreement regarding the Work Year Article to the Collective Bargaining Agreement which was previously approved by the Board on April 1, 2014. Adopting this calendar would allow the District to post this calendar in order for staff and families to begin the planning process for the 2014-15 school year.

Ryan Davis presented 2014-15 Student/Teacher calendar for adoption. Motion by Mr. Armitage, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to adopt the 2014-15 Student/Teacher Calendar.

## 10. BOARD OF TRUSTEES

### 10.1 FUTURE AGENDA ITEMS

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

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

**10.2 BOARD MEMBER REPORTS/COMMENTS**

**Mr. Haley** shared he attended the Sheridan Spaghetti dinner
**Mr. Long** had no report
**Mr. Armitage** had a good time at the farm, purchased plants.
**Mr. Carras** had no report
**Mr. Wyatt** had no report

**11. ESTABLISHMENT OF NEXT MEETING(S)**

The President will establish the following meeting(s):

- **May 20, 2014** 7:00 P.M., Regular Meeting of the Board of Trustee – Carlin Coppin School

**12. ADJOURNMENT**

After no further business the meeting was adjourned at 8:45 p.m.

**Kris Wyatt, President**

**Damian Armitage, Clerk**

**Scott Leaman, Superintendent**

**Rosemary Knutson, Secretary to the Superintendent**

**Adopted:**

**Ayes:**

**Noes:**

**Absent:**

**BOARD BYLAW 9320:** Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.

Western Placer Unified School District
**Regular Meeting of the Board of Trustees**
May 6, 2014, 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA 95648

# MINUTES

2013-2014 Goals & Objectives (G & 0) for the Management Team: *Component I:* Quality Student Performance; *Component II:* Curriculum Themes; *Component III:* Special Student Services; *Component IV:* Staff & Community Relations; *Component V:* Facilities/Administration/Budget.

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

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

**Others Present:**
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Ryan Davis, Assistant Superintendent of Personnel Services
Michele Schultz, Interim Assistant Superintendent of Educational Services
Rosemary Knutson, Secretary to the Superintendent
Carol Percy, Lincoln News Messenger

**5:35 P.M. START**

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

**5:40 P.M.**

2. **CLOSED SESSION** – Lincoln High School – Library

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

2.3 **INTERDISTRICT ATTENDANCE APPEAL**
a. Interdistrict Request Appeal 14/15 - 17
b. Interdistrict Request Appeal 14/15 - 18

c. Interdistrict Request Appeal 14/15 – 19
d. Interdistrict Request Appeal 14/15 – 20
e. Interdistrict Request Appeal 14/15 – 21
f. Interdistrict Request Appeal 14/15 – 22
g. Interdistrict Request Appeal 14/15 – 23

**7:00 P.M.**

**3. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**–Lincoln High School Performing Arts Theater
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

**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

No action taken

**3.2 PERSONNEL**
**a.** Public Employee Employment/Discipline/Dismissal/Release

No action taken

**3.3 INTERDISTRICT ATTENDANCE APPEAL**
a. Interdistrict Request Appeal 14/15 – 17

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

**b.** Interdistrict Request Appeal 14/15 - 18
**c.** Interdistrict Request Appeal 14/15 – 19

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to deny transfer appeal 14/15-18 and 14/15-19.

**d.** Interdistrict Request Appeal 14/15 – 20

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

**e.** Interdistrict Request Appeal 14/15 – 21

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

f. Interdistrict Request Appeal 14/15 – 22

Motion by Mr. Long, seconded by Mr. Carras, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

g. Interdistrict Request Appeal 14/15 – 23

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

## 4. SPECIAL ORDER OF BUSINESS

MUDRUN4LIFE donation presentation

Members Tina Whalen and her daughter from the Mudrun4life Group presented Lincoln High School with a $7,000.00 check to help fund LHS Peer Counseling. The MudRun4Life is suicide prevention, and over the past two years has brought in about $20,000.00. to help with Suicide Prevention.

## 5. CONSENT AGENDA

5.1 Approval of Meeting Minutes for:
- April 1 & 15, 2014 Regular Board of Trustee Meeting

5.2 Approval of Warrants

5.3 Classified Personnel Report

5.4 Certificated Personnel Report

5.5 Approve Agreement for Consultant Services between Placer County Office of Education (PCOE) and WPUSD

5.6 Approve California Interscholastic Federation Application for 2014-15 School Year at Lincoln High School.

5.7 Disposal of Surplus Items

5.8 Student Discipline Stipulated Expulsion Students # 13/14 – N & O.

5.9 Ratification of Contract with Rainforth Grau Architects for Professional Services related to Carlin C. Coppin HVAC Modernization.

5.10 Accept donation of Storage Shed from Carlin C. Coppin Parent Teacher Club.

5.11 Waiver of California High School Exit Exam Requirement for Diploma for Special Education Students Who Have Passed CAHSEE Math and/or CAHSEE ELA, with Modifications, LHS Students #A1 – A17.

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

## 6. COMMUNICATION FROM THE PUBLIC

No communication from the public

## 7. REPORTS & COMMUNICATION

7.1 Lincoln High School, Student Advisory – Jillian Loya - absent

7.2 Western Placer Teacher's Association – Tara McCroskey – no report

7.3 Western Placer Classified Employee Association – Mike Kimbrough read the following:
Later tonight, our tentative agreement is coming before the School Board. For our group, there are some positives and also some negatives that come with it.

On the positive side, we appreciate that the district is showing fairness and equity in the respect that we are finally getting our health care benefits raised so that for the first time in a few years, the groups will be the same and we will have the same benefits as others for our current staff (Our retirement medical benefits are still lower). A lot of our members have had a few thousand dollars less in take home pay over the last few years due to having a lower CAO on our health care benefits.

Our part time members not eligible for PERS will see an increase of 5% in pay. When the PERS was negotiated in the past for being paid in lieu of a raise, they did not receive anything, so now it brings them back up to having a more equal pay.

On the negative side, after the past few years of reduced pay due to paying higher medical costs and our furlough days taken, we will once again see a lower pay for most of our members due to paying our own portion of our PERS retirement (Which, as stated before, we received as a result of giving up pay raises in the past for this benefit). The employee PERS portion is 7%, for which we will be only receiving 5% offset, so our members belonging to PERS will see a 2% reduction in salary. The District cost for our group for PERS is 5.2%, as our members under 4 hours are not part of PERS and them receiving an increase in pay results in the lower percentage than the 7%, so the District is not losing anything by offsetting PERS (They actually come out in the black as they are Currently paying 5.2% overall and will be paying 5%). I just want to make clear, that this in no way is this 5% a pay increase, but rather a pay decrease for our group. For some of our members, the increase in our medical cap will result in a small increase in take home pay, but many of our members will have a decrease in take home pay as some members do not use the insurance and anyone using employee only would have to go to the High deductible plan (This would give them more in medical benefits after the first year, but no increase in actual take home pay), about 1/3 of our members fall into this category.

For receiving the increase in medical benefits, we also gave up over $60,000 in concessions. We gave up our freeze in step and our professional growth ($43,000), we gave up over $10,000 in excess contributions that we made from concessions for the reductions that we made for this year and we also will receive 2% less from the PERS offset as a group which is approximately $13,000 for our group. So overall, we see this portion as being over $65,000 given up by our group to help pay for our medical benefits increase. So as you can see, this tentative agreement comes with a cost for our members.

7.4 Superintendent – Scott Leaman reported the following:

- Welcomed everyone to the meeting
- Busy month as graduations and promotions approach us.
- Next meeting will be at Carlin C. Coppin
- The district is in the process of major hires. We are currently looking at Special Education and three Principals
- Thanked the Associations with negotiations over the last few months as we have worked through some challenging agreements. It's been to work with them.

**8. PUBLIC HEARING**

John Adams Academy Petition -
The district received a charter school petition on April 10, 2014 from John Adams Academy – Lincoln. By law, a Public Hearing is required within 30 days. Without extension, the petition will need to be acted on by the June 6, 2014 meeting.

The hearing was opened for questions and discussion. Scott discussed the process of the petition.

Mr. Dean Foreman presented a video on the John Adams Academy. He spoke to the board afterwards about the video. He spoke of his dream of the Academy, showed a picture of the building structure they are planning on building, and their mission and vision. He shared he has a background in Economics, government and history. He loves freedom in America, and feels great schools attract vibrant families. He shared his values, and what the academy has to offer, as well as highlights of the Academy.

*Academics are:*

- Classics
- Core knowledge
- Riggs
- WASC
- Test Scores
- Mentors
- Professional Development for teachers

*Finances:*

- Two clean audits in the bank
- Reserves at 15-20%
- Financial partner – Highmark (for the construction of the building)
- Current Sponsor – LUSD (Loomis Unified School District)

*Facility Location:*

193 Oak Tree Lane, with a Colonial Greco Roman Architectural Design

- They have a current waiting list of 388

- Serves Special Education through El Dorado County SELPA

*Legal:*

- Young, Minney & Corr, LLP
  Partner Jerry Simmons
- John Adams Academy Lincoln meets or exceeds all legal requirements.

Mr. Simmons spoke of the legal aspect of the John Adams petition. He worked with the committee in preparing the petition, which include the requirements of both the county and state. He shared John Adams Charter School currently presents an API of 931, which indicates academic success, and extreme financial success. He indicated school districts are encouraged, to work with charter schools. He touched on the charter schools five specific factual finds, which the John Adams petition has presented:

*~Significant signatures*
*~Required legal assurance*
*~Petition likely to be successful to implement the petition*
*~Unsound Educational program*
*~Required Charter Elements*

There were several parents who spoke on behalf the John Adams, and would like to see the petition signed. The public hearing was closed at 8:25 p.m.

**9. ♦ACTION ♦DISCUSSION ♦INFORMATION**

**9.1** Action **APPROVE RESOLUTION NO. 13/14.23 AUTHORIZING THE ISSUANCE OF 2014 TAX AND REVENUE ANTICIPATION NOTES AND APPROVE APPLICATION TO PARTICIPATE IN THE DRY PERIOD FINANCING PROCESS – Kilpatrick** *(13-14 G & O Component I, II, III, IV, V)*

•Tax Revenue Anticipation Notes (TRANS) are used as a financing tool to mitigate cash flow deficits. The notes are issued at a tax-exempt interest rate, which is substantially lower than normal bank loans. The proceeds may then be reinvested with the Placer County Treasurer or in a Guaranteed Investments Contact (GIC) at a higher rate of interest.

Audrey Kilpatrick presented a resolution on tax and revenue for a TRANS. This has been done the last two years. Based on cash flow we would still need the TRANS. Motion by Mr. Carras, second Mr. Armitage, and passed by a 5-0 (**Ayes**: *Long, Armitage, Carras, Haley, Wyatt,* **No:** *None*) roll call vote to approve Resolution No. 13/14.23 Authorizing the issuance of 2014 Tax and Revenue anticipation notes and approve Application to participate in the Dry Period Financing Process

**9.2** Discussion/ Action **RATIFICATION OF TENTATIVE AGREEMENT WITH WPUSD AND CSEA #741 – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•The Western Placer Unified School District and the California School Employees Association Chapter #741 have signed a Tentative Agreement regarding several articles in the Collective Bargaining Agreement between the Parties.

Ryan Davis thanked Mike Kimbrough for his earlier comments. The big items are the increase in benefits, and removal of employee paid PERS, as well as other changes. Motion by Mr. Carras, seconded by Mr. Haley and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to ratify the Tentative Agreement with WPUSD and CSEA #741.

**9.3** Discussion/ Action **APPROVAL OF ADJUSTMENT OF BENEFITS, PERS AND SALARY FOR THE DISTRICT'S CONFIDENTIAL EMPLOYEES – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•In light of the Tentative Agreement with CSEA effecting classified employees which included an increase in employee health benefits along with the change whereby the District will no longer be contributing the employees portion of

5.1.14

PERS and a 5% offset to salary, the District would like to make these same changes for the confidential employees of the District.

Mr. Davis presented adjustments be made to the Confidential Employees. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to approve the adjustments of benefits, PERS and Salary for the District's Confidential Employees.

**9.4** Discussion/ Action

**APPROVAL OF ADJUSTMENT TO BENEFITS, PERS AND SALARY FOR DISTRICT'S CLASSIFIED MANAGEMENT EMPLOYEES – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•In light of the Tentative Agreement with CSEA effecting classified employees which included an increase in employee health benefits along with the change whereby the District will no longer be contributing the employees portion of PERS and a 5% offset to salary, the District would like to make these same changes for the Classified Management employees of the District.

Ryan Davis, present adjustments to be made to the Classified Management Employees. Motion by Mr. Armitage, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to approve the adjustments of benefits, PERS and Salary for the District's Classified Management Employees.

**9.5** Discussion/ Action

**APPROVAL OF ADJUSTMENT TO BENEFITS FOR THE DISTRICT'S CERTIFICATED MANAGEMEMENT EMPLOYEES – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•In light of the recent Tentative Agreement regarding Employee Benefits with the Western Placer Teachers Association (WPTA) effecting certificated employees which included an increase in employee health benefits, the District would like to make these same changes to health benefits for the Certificated Management employees of the District.

Mr. Davis presented adjustment. Motion by Mr. Long, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to approve adjustments of benefits for the District's Certificated Management Employees.

**9.6** Discussion/ Action

**ADOPTION OF THE WPUSD STUDENT/TEACHER CALENDAR FOR 2014-2015 SCHOOL YEAR – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•The Western Placer Unified School District and the Western Placer Teachers Association have signed a Tentative Agreement regarding the Work Year Article to the Collective Bargaining Agreement which was previously approved by the Board on April 1, 2014. Adopting this calendar would allow the District to post this calendar in order for staff and families to begin the planning process for the 2014-15 school year.

5.1.15

Ryan Davis presented 2014-15 Student/Teacher calendar for adoption. Motion by Mr. Armitage, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to adopt the 2014-15 Student/Teacher Calendar.

## 10. BOARD OF TRUSTEES

### 10.1 FUTURE AGENDA ITEMS

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

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

### 10.2 BOARD MEMBER REPORTS/COMMENTS

**Mr. Haley** shared he attended the Sheridan Spaghetti dinner
**Mr. Long** had no report
**Mr. Armitage** had a good time at the farm, purchased plants.
**Mr. Carras** had no report
**Mr. Wyatt** had no report

## 11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**May 20, 2014** 7:00 P.M., Regular Meeting of the Board of Trustee – Carlin Coppin School

## 12. ADJOURNMENT

After no further business the meeting was adjourned at 8:45 p.m.

**Kris Wyatt, President**

**Damian Armitage, Clerk**

**Scott Leaman, Superintendent**

5.1.16

**Rosemary Knutson, Secretary to the Superintendent**

**Adopted:**

**Ayes:**

**Noes:**

**Absent:**

**BOARD BYLAW 9320:** Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.

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

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

**SUBJECT:**
Approval of Warrants

**AGENDA ITEM AREA:**
Consent Agenda

**REQUESTED BY:**
Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

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

**DEPARTMENT:**
Business Services

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
N/A

## BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the May 6, 2014 board meeting.

## RECOMMENDATION:

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

wp/rk/factsheetwarrants

**Checks Dated 05/23/2014**

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85374103 | 05/23/2014 | AT&T | 01-5560 | 3,731.70 | |
| | | | 13-5560 | 89.31 | |
| | | | 21-5560 | 50.82 | 3,871.83 |
| 85374104 | 05/23/2014 | CITY OF LINCOLN | 01-5540 | 5,088.92 | |
| | | | 01-5550 | 1,646.36 | |
| | | | 01-5570 | 10,007.22 | 16,742.50 |
| 85374105 | 05/23/2014 | CITY OF LINCOLN / PG&E REIMB | 01-5510 | | 1,829.46 |
| 85374106 | 05/23/2014 | PACIFIC GAS & ELECTRIC CO | 01-5510 | | 54,124.91 |
| 85374107 | 05/23/2014 | RECOLOGY FMRLY AUBURN PLACER DISPOSAL | 01-5540 | | 334.13 |
| 85374108 | 05/23/2014 | SPURR | 01-5530 | | 10,904.26 |
| 85374109 | 05/23/2014 | Amber N. Sanderson | 01-5200 | | 155.01 |
| 85374110 | 05/23/2014 | ADVANCED INTEGRATED PEST | 01-5800 | | 1,288.00 |
| 85374111 | 05/23/2014 | AIRGAS | 01-4300 | | 21.60 |
| 85374112 | 05/23/2014 | ALEJANDRO VELASCO | 01-5800 | | 347.65 |
| 85374113 | 05/23/2014 | APPLE INC. | 01-4400 | | 107.45 |
| 85374114 | 05/23/2014 | CITRUS HEIGHTS SAW & MOWER | 01-4365 | | 55.23 |
| 85374115 | 05/23/2014 | CKA CA KINDERGARTEN ASSOC | 01-5200 | 170.00 | |
| | | | 01-5300 | 120.00 | 290.00 |
| 85374116 | 05/23/2014 | DIVERSE NETWORK ASSOCIATES | 01-5800 | | 739.92 |
| 85374117 | 05/23/2014 | FAR WEST RENTS & READY MIX | 01-5600 | | 165.83 |
| 85374118 | 05/23/2014 | GRAINGER | 01-4300 | | 606.04 |
| 85374119 | 05/23/2014 | HD SUPPLY FACILITIES MAINTENENCE, LTD. | 01-4300 | | 401.48 |
| 85374120 | 05/23/2014 | JABBERGYM INC. | 01-5800 | | 2,565.00 |
| 85374121 | 05/23/2014 | JANE JOHNSON SPEECH THERAPY, INC. | 01-5800 | | 10,022.50 |
| 85374122 | 05/23/2014 | KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC | 01-5800 | | 764.75 |
| 85374123 | 05/23/2014 | LARRY SAUNDERS - DBA LARRY SANDERS SIGNS & ARTWORK | 40-5600 | | 1,700.00 |
| 85374124 | 05/23/2014 | LOGMEIN INC | 01-5800 | | 299.00 |
| 85374125 | 05/23/2014 | LOWE'S | 01-4300 | | 1,136.49 |
| 85374126 | 05/23/2014 | LOY MATTISON DBA LOY MATTISON ENTERPRISES | 01-5800 | | 358.75 |
| 85374127 | 05/23/2014 | LPA INC. | 01-6210 | 1,391.89 | |
| | | | 21-5800 | 401.89 | 1,793.78 |
| 85374128 | 05/23/2014 | O'REILLY'S AUTO PARTS O'REILLY AUTOMOTIVE, INC. | 01-4365 | | 31.78 |
| 85374129 | 05/23/2014 | ODYSSEY LEARNING CENTER, INC. | 01-5800 | | 2,609.01 |
| 85374130 | 05/23/2014 | PLACER LEARNING CENTER | 01-5800 | | 34,034.72 |
| 85374131 | 05/23/2014 | PURCHASE POWER | 01-4300 | | 4,040.00 |
| 85374132 | 05/23/2014 | RAINFORTH GRAU ARCHITECTS | 21-5800 | | 6,305.00 |
| 85374133 | 05/23/2014 | RAY MORGAN CO. / CHICO | 01-9340 | | 1,744.48 |
| 85374134 | 05/23/2014 | RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES | 01-5600 | 903.05 | |
| | | | 01-7438 | 30.34 | |
| | | | 01-7439 | 412.66 | 1,346.05 |

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

## Checks Dated 05/23/2014

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85374135 | 05/23/2014 | SIERRA FOOTHILLS ACADEMY | 01-5800 | | 8,842.38 |
| 85374136 | 05/23/2014 | SIERRA OFFICE SUPPLIES & | 01-4300 | | 100.43 |
| 85374137 | 05/23/2014 | SIG SCHOOLS INSURANCE GROUP | 01-3402 | | 807.28 |
| 85374138 | 05/23/2014 | SUPER DUPER SCHOOL COMPANY | 01-4300 | 728.85 | |
| | | | Unpaid Sales Tax | 50.85- | 678.00 |
| 85374139 | 05/23/2014 | TRANE | 01-5600 | | 1,036.00 |
| 85374140 | 05/23/2014 | WESTERN BLUE AN NWN COMPANY | 01-4300 | 278.52 | |
| | | | 01-4400 | 800.08 | 1,078.60 |
| 85374141 | 05/23/2014 | WESTERN PLACER WASTE | 01-5540 | | 135.00 |
| 85374142 | 05/23/2014 | Rosie A. Kirkland | 01-4300 | 32.25 | |
| | | | 01-5200 | 12.32 | 44.57 |
| 85374143 | 05/23/2014 | "DANIELSEN COMPANY, THE" | 13-4380 | 393.57 | |
| | | | 13-4710 | 4,521.45 | |
| | | | Unpaid Sales Tax | 7.91- | 4,907.11 |
| 85374144 | 05/23/2014 | CROWN DISTRIBUTING INC. | 13-4380 | | 1,170.64 |
| 85374145 | 05/23/2014 | D & P CREAMERY | 13-4710 | | 10,333.80 |
| 85374146 | 05/23/2014 | DISCOUNT SCHOOL SUPPLY | 01-4300 | | 967.65 |
| 85374147 | 05/23/2014 | ED JONES FOOD SERVICE | 13-4710 | | 9,759.55 |
| 85374148 | 05/23/2014 | MINDWARE | 01-4300 | 763.54 | |
| | | | Unpaid Sales Tax | 50.90- | 712.64 |
| 85374149 | 05/23/2014 | ORIENTAL TRADING COMPANY INC | 01-4300 | 575.75 | |
| | | | Unpaid Sales Tax | 36.75- | 539.00 |
| 85374150 | 05/23/2014 | PIZZA GUYS | 13-4710 | | 1,360.18 |
| 85374151 | 05/23/2014 | PROPACIFIC FRESH | 13-4710 | | 1,510.80 |
| 85374152 | 05/23/2014 | RAY MORGAN CO. / CHICO | 01-5600 | | 160.87 |
| 85374153 | 05/23/2014 | S & S WORLDWIDE | 01-4300 | | 268.68 |
| 85374154 | 05/23/2014 | SARA LEE | 13-4710 | | 895.48 |
| 85374155 | 05/23/2014 | SCHOOL SPECIALTY INC | 01-4300 | | 602.99 |
| 85374156 | 05/23/2014 | SKY ZONE INDOOR TRAMPOLINE PARK | 01-5800 | | 576.00 |
| 85374157 | 05/23/2014 | SYSCO SACRAMENTO | 13-4710 | | 561.43 |
| 85374158 | 05/23/2014 | TARGET BANK | 01-4300 | | 317.03 |
| 85374159 | 05/23/2014 | Christy L. Aday | 01-4300 | | 103.91 |
| 85374160 | 05/23/2014 | Ruben Ayala | 01-4300 | | 132.16 |
| 85374161 | 05/23/2014 | Karen A. Roberts | 01-4300 | | 80.67 |
| 85374162 | 05/23/2014 | Melissa B. Willes | 01-4300 | 42.29 | |
| | | | 12-4300 | 244.93 | 287.22 |
| 85374163 | 05/23/2014 | AIRGAS | 01-4300 | | 59.55 |
| 85374164 | 05/23/2014 | APPLE INC. | 01-4300 | 109.38 | |
| | | | 01-4400 | 645.00 | 754.38 |
| 85374165 | 05/23/2014 | CATA CONFERENCE | 01-5200 | | 1,035.00 |
| 85374166 | 05/23/2014 | DELL | 01-4400 | | 1,809.11 |
| 85374167 | 05/23/2014 | FOLLETT LIBRARY RESOURCES | 01-4300 | | 40.17 |
| 85374168 | 05/23/2014 | FOLLETT SCHOOL SOLUTIONS, INC. | 01-4200 | 3,020.32 | |
| | | | 01-4300 | 1,418.84 | 4,439.16 |
| 85374169 | 05/23/2014 | FRY'S ELECTRONICS | 01-4300 | | 85.87 |
| 85374170 | 05/23/2014 | LAKESHORE LEARNING MATERIALS | 01-4300 | | 41.01 |

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

**Checks Dated 05/23/2014**

| Check Number | Check Date | Pay to the Order of | | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 85374171 | 05/23/2014 | LOWE'S | | 01-4300 | | 1,633.79 |
| 85374172 | 05/23/2014 | MAGNET STREET | | 01-4300 | 1,023.40 | |
| | | | | Unpaid Sales Tax | 71.40- | 952.00 |
| 85374173 | 05/23/2014 | NASCO MODESTO | | 01-4300 | | 355.32 |
| 85374174 | 05/23/2014 | OFFICE DEPOT | | 01-4300 | | 253.13 |
| 85374175 | 05/23/2014 | ORIENTAL TRADING COMPANY INC | | 01-4300 | 172.80 | |
| | | | | Unpaid Sales Tax | 12.06- | 160.74 |
| 85374176 | 05/23/2014 | RAY MORGAN CO. / CHICO | | 01-5600 | | 226.08 |
| 85374177 | 05/23/2014 | REALLY GOOD STUFF | | 01-4300 | 48.13 | |
| | | | | Unpaid Sales Tax | 2.74- | 45.39 |
| 85374178 | 05/23/2014 | RISO PRODUCTS OF SAC INC | | 01-4300 | | 755.13 |
| 85374179 | 05/23/2014 | SAFEWAY INC | | 01-4300 | | 45.01 |
| 85374180 | 05/23/2014 | SCHOLASTIC BOOK CLUBS | | 01-4300 | 183.83 | |
| | | | | Unpaid Sales Tax | 3.83- | 180.00 |
| 85374181 | 05/23/2014 | SCHOOL DATEBOOKS, INC. | | 01-4300 | | 799.84 |
| 85374182 | 05/23/2014 | SCHOOL SPECIALTY INC | | 01-4300 | | 206.69 |
| 85374183 | 05/23/2014 | SPORT CHALET | | 01-5800 | | 13,202.93 |
| 85374184 | 05/23/2014 | SUPERIOR REGION CATA | | 01-5200 | | 210.00 |
| 85374185 | 05/23/2014 | U.S. SCHOOL SUPPLY | | 01-4300 | 283.26 | |
| | | | | Unpaid Sales Tax | 18.96- | 264.30 |
| 85374186 | 05/23/2014 | WESTERN BLUE | AN NWN COMPANY | 01-4300 | 81,096.02 | |
| | | | | 01-4400 | 10,455.62 | 91,551.64 |
| | | | **Total Number of Checks** | **84** | | **327,812.92** |

## Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---|---|---|---|
| 01 | General Fund | 74 | 288,769.47 |
| 12 | Child Development Fund | 1 | 244.93 |
| 13 | Cafeteria Fund | 9 | 30,596.21 |
| 21 | Building Fund #1 | 3 | 6,757.71 |
| 40 | Spec Res For Capital Outlay | 1 | 1,700.00 |
| | Total Number of Checks | 84 | 328,068.32 |
| | Less Unpaid Sales Tax Liability | | 255.40- |
| | **Net (Check Amount)** | | **327,812.92** |

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

**Checks Dated 05/16/2014**

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85372681 | 05/16/2014 | Matthew C. Johnson | 01-4300 | | 51.02 |
| 85372682 | 05/16/2014 | Jacqueline S. Banderas | 01-4300 | | 32.12 |
| 85372683 | 05/16/2014 | ADD SOME CLASS | 01-4300 | | 360.35 |
| 85372684 | 05/16/2014 | B&H PHOTO VIDEO | 01-4300 | 485.79 | |
| | | | Unpaid Sales Tax | 33.90- | 451.89 |
| 85372685 | 05/16/2014 | CALTRONICS BUSINESS SYSTEMS | 01-5600 | | 927.50 |
| 85372686 | 05/16/2014 | CITY OF ROSEVILLE- UTILITY | 01-5800 | | 393.75 |
| 85372687 | 05/16/2014 | DE LAGE LANDEN | 01-5600 | | 259.64 |
| 85372688 | 05/16/2014 | EVAN-MOOR EDUCATIONAL | 01-4300 | | 21.99 |
| 85372689 | 05/16/2014 | FLINN SCIENTIFIC INC | 01-4300 | | 662.99 |
| 85372690 | 05/16/2014 | GOPHER SPORT | 01-4300 | | 94.24 |
| 85372691 | 05/16/2014 | LAKESHORE LEARNING MATERIALS | 01-4300 | | 127.67 |
| 85372692 | 05/16/2014 | LEARNING PLUS ASSOCIATES | 01-4200 | | 3,720.89 |
| 85372693 | 05/16/2014 | LOWE'S | 01-4300 | | 33.69 |
| 85372694 | 05/16/2014 | MJB WELDING SUPPLY, INC. | 01-4300 | | 95.50 |
| 85372695 | 05/16/2014 | NASCO MODESTO | 01-4300 | | 123.63 |
| 85372696 | 05/16/2014 | NICKY'S COMMUNICATOR | 01-4300 | 717.03 | |
| | | | Unpaid Sales Tax | 50.03- | 667.00 |
| 85372697 | 05/16/2014 | OFFICE DEPOT | 01-4300 | | 418.10 |
| 85372698 | 05/16/2014 | ORIENTAL TRADING COMPANY INC | 01-4300 | 54.07 | |
| | | | Unpaid Sales Tax | 3.08- | 50.99 |
| 85372699 | 05/16/2014 | PCOE - PLACER CO OFFICE OF ED | 01-4300 | | 105.00 |
| 85372700 | 05/16/2014 | PURCHASE POWER | 01-4300 | | 25.60 |
| 85372701 | 05/16/2014 | RIEBES AUTO PARTS | 01-4300 | | 45.91 |
| 85372702 | 05/16/2014 | SCHOOL SPECIALTY INC | 01-4300 | | 850.85 |
| 85372703 | 05/16/2014 | SIERRA HAY & FEED | 01-4300 | | 129.22 |
| 85372704 | 05/16/2014 | SUNSPLASH/GOLFLAND | 01-5800 | | 3,912.00 |
| 85372705 | 05/16/2014 | TEACHER DIRECT | 01-4300 | 338.01 | |
| | | | Unpaid Sales Tax | 23.59- | 314.42 |
| 85372706 | 05/16/2014 | U.S. BANK NATIONAL ASSOCIATIONU.S. BANCORP PURCHASING CARD | 01-4300 | 123.10 | |
| | | | 01-5800 | 390.00 | |
| | | | 25-5200 | 44.00 | 557.10 |
| 85372707 | 05/16/2014 | WESTERN BLUE AN NWN COMPANY | 01-4300 | 29,961.72 | |
| | | | 01-4400 | 3,660.41 | 33,622.13 |
| 85372708 | 05/16/2014 | Lauren M. Quinn | 01-4300 | 57.87 | |
| | | | 01-5200 | 263.76 | 321.63 |
| 85372709 | 05/16/2014 | "DANIELSEN COMPANY, THE" | 13-4380 | 112.90 | |
| | | | 13-4710 | 3,207.87 | |
| | | | Unpaid Sales Tax | 2.04- | 3,318.73 |
| 85372710 | 05/16/2014 | CROWN DISTRIBUTING INC. | 13-4380 | | 657.78 |
| 85372711 | 05/16/2014 | PIZZA GUYS | 13-4710 | | 639.30 |
| 85372712 | 05/16/2014 | PROPACIFIC FRESH | 13-4710 | | 238.80 |
| 85372713 | 05/16/2014 | RISO PRODUCTS OF SAC INC | 01-4300 | | 425.00 |
| 85372714 | 05/16/2014 | SYSCO SACRAMENTO | 13-4380 | 17.85 | |
| | | | 13-4710 | 877.14 | 894.99 |
| 85372715 | 05/16/2014 | Cristina M. Dobon-Claveau | 01-4300 | | 253.14 |
| 85372716 | 05/16/2014 | Victoria L. Galvan | 01-5200 | | 25.00 |

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

ESCAPE ONLINE

## Checks Dated 05/16/2014

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85372717 | 05/16/2014 | Sara J. Hodgen | 01-5200 | | 1,233.00 |
| 85372718 | 05/16/2014 | Tracey N. Lillie | 01-4300 | 143.10 | |
| | | | 01-5200 | 183.47 | 326.57 |
| 85372719 | 05/16/2014 | Wendy K. Meagher | 01-5200 | | 41.16 |
| 85372720 | 05/16/2014 | Michele W. Schuetz | 01-9550 | | 5,626.89 |
| 85372721 | 05/16/2014 | Rachel A. Scontriano | 01-5200 | | 53.76 |
| 85372722 | 05/16/2014 | A-Z BUS SALES INC | 01-4365 | | 1,377.07 |
| 85372723 | 05/16/2014 | ABLE NET INC. | 01-4300 | | 294.44 |
| 85372724 | 05/16/2014 | ACHIEVEMENT PRODUCTS FOR CHILDREN | 01-4300 | | 535.38 |
| 85372725 | 05/16/2014 | APPLE INC. | 01-4300 | 624.43 | |
| | | | 01-4400 | 1,343.81 | 1,968.24 |
| 85372726 | 05/16/2014 | BARNES & NOBLE BOOKSTORES | 01-4300 | 235.47 | |
| | | | Unpaid Sales Tax | 16.42- | 219.05 |
| 85372727 | 05/16/2014 | CAPITOL PUBLIC FINANCE GROUP | 01-5800 | 2,100.00 | |
| | | | 21-5800 | 8,250.00 | |
| | | | 25-5800 | 3,900.00 | 14,250.00 |
| 85372728 | 05/16/2014 | DELL | 01-4400 | | 809.39 |
| 85372729 | 05/16/2014 | DELTA EDUCATION INC | 01-4300 | | 107.16 |
| 85372730 | 05/16/2014 | FOLLETT SCHOOL SOLUTIONS, INC. | 01-4300 | | 535.03 |
| 85372731 | 05/16/2014 | KIMBERLY SHOOK | 01-5800 | | 215.04 |
| 85372732 | 05/16/2014 | KRONICK MOSKOVITZ TIEDEMANN | 01-5810 | | 7,909.25 |
| 85372733 | 05/16/2014 | LAKESHORE LEARNING MATERIALS | 01-4300 | | 269.98 |
| 85372734 | 05/16/2014 | LAMINATION DEPOT | 01-4300 | | 64.06 |
| 85372735 | 05/16/2014 | MEDICAB OF SACRAMENTO/SIERRA | 01-5800 | | 1,477.00 |
| 85372736 | 05/16/2014 | MICHAEL W. WHITNEY DBA SAAVAHEART EDUCATION | 01-5800 | | 1,680.00 |
| 85372737 | 05/16/2014 | PLACER COUNTY SELPA | 01-5200 | | 130.00 |
| 85372738 | 05/16/2014 | PLACER CO ENVIRONMENTAL HEALTH | 01-5800 | | 1,514.00 |
| 85372739 | 05/16/2014 | RIEBES AUTO PARTS | 01-4365 | | 1,046.63 |
| 85372740 | 05/16/2014 | SAN JOAQUIN CO OFFICE OF EDUC | 01-5800 | | 1,177.50 |
| 85372741 | 05/16/2014 | SCHOOL NURSE SUPPLY INC. | 01-4300 | | 8.58 |
| 85372742 | 05/16/2014 | STATE OF CALIFORNIA - DOJ | 01-5821 | | 32.00 |
| 85372743 | 05/16/2014 | STATE OF THE ART SEMINARS SDR | 01-5200 | | 2,290.00 |
| 85372744 | 05/16/2014 | SUTTER MEDICAL FOUNDATION | 01-5800 | | 140.00 |
| 85372745 | 05/16/2014 | TAG / AMS INC | 01-5800 | | 65.00 |
| 85372746 | 05/16/2014 | THERAPY SHOPPE INC | 01-4300 | 328.64 | |
| | | | Unpaid Sales Tax | 20.97- | 307.67 |
| 85372747 | 05/16/2014 | TOUCH MATH | 01-4300 | | 1,958.65 |
| 85372748 | 05/16/2014 | TROXELL COMMUNICATIONS | 01-4400 | | 1,389.77 |
| 85372749 | 05/16/2014 | WESTERN BLUE AN NWN COMPANY | 01-4300 | | 936.01 |
| 85372750 | 05/16/2014 | YOGA CALM | 01-4300 | 608.83 | |
| | | | Unpaid Sales Tax | 40.87- | 567.96 |
| | | **Total Number of Checks** | **70** | | **105,385.80** |

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



5.25

**Checks Dated 05/16/2014**

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

## Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---|---|---|---|
| 01 | General Fund | 65 | 87,631.06 |
| 13 | Cafeteria Fund | 5 | 5,751.64 |
| 21 | Building Fund #1 | 1 | 8,250.00 |
| 25 | Capital Facilities Fund | 2 | 3,944.00 |
| | Total Number of Checks | 70 | 105,576.70 |
| | Less Unpaid Sales Tax Liability | | 190.90- |
| | **Net (Check Amount)** | | **105,385.80** |

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

## Checks Dated 05/09/2014

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85371315 | 05/09/2014 | PACIFIC GAS & ELECTRIC CO | 01-5510 | | 5,606.76 |
| 85371316 | 05/09/2014 | WAVE DIVISION HOLDINGS | 01-5560 | | 7,523.38 |
| 85371317 | 05/09/2014 | "DANIELSEN COMPANY, THE" | 13-4380 | 334.47 | |
| | | | 13-4710 | 4,151.44 | |
| | | | Unpaid Sales Tax | 4.08- | 4,481.83 |
| 85371318 | 05/09/2014 | CROWN DISTRIBUTING INC. | 13-4380 | | 1,891.45 |
| 85371319 | 05/09/2014 | DISCOUNT SCHOOL SUPPLY | 01-4300 | | 309.60 |
| 85371320 | 05/09/2014 | ED JONES FOOD SERVICE | 13-4710 | | 5,933.95 |
| 85371321 | 05/09/2014 | MINDWARE | 01-4300 | | 713.29 |
| 85371322 | 05/09/2014 | MISSION UNIFORM SERVICE INC | 13-4300 | | 664.05 |
| 85371323 | 05/09/2014 | ORIENTAL TRADING COMPANY INC | 01-4300 | 92.07 | |
| | | | Unpaid Sales Tax | 5.58- | 86.49 |
| 85371324 | 05/09/2014 | PIZZA GUYS | 13-4710 | | 1,152.34 |
| 85371325 | 05/09/2014 | PROPACIFIC FRESH | 13-4710 | | 1,667.44 |
| 85371326 | 05/09/2014 | RAFT RESOURCE AREA FOR TEACHING | 01-4300 | | 644.49 |
| 85371327 | 05/09/2014 | S & S WORLDWIDE | 01-4300 | | 428.50 |
| 85371328 | 05/09/2014 | SAFEWAY INC | 01-4300 | | 190.61 |
| 85371329 | 05/09/2014 | SARA LEE | 13-4710 | | 330.50 |
| 85371330 | 05/09/2014 | SKY ZONE INDOOR TRAMPOLINE PARK | 01-5800 | | 640.00 |
| 85371331 | 05/09/2014 | SYSCO SACRAMENTO | 13-4380 | 342.99 | |
| | | | 13-4710 | 739.21 | 1,082.20 |
| 85371332 | 05/09/2014 | VENDMART OF SACRAMENTO | 13-4710 | | 820.29 |
| 85371333 | 05/09/2014 | Sara J. Hodgen | 01-5200 | | 42.03 |
| 85371334 | 05/09/2014 | Tracey N. Lillie | 11-5200 | | 97.44 |
| 85371335 | 05/09/2014 | Jason D. Rogers | 01-5200 | | 130.50 |
| 85371336 | 05/09/2014 | Jessica L. Rogers | 01-5200 | | 90.27 |
| 85371337 | 05/09/2014 | Nancyann M. Rowell | 01-5200 | | 126.56 |
| 85371338 | 05/09/2014 | ACI SPECIALTY BENEFITS ACI ENTERPRISES INC | 01-3901 | | 2,475.00 |
| 85371339 | 05/09/2014 | ALAN S BROOKS | 21-5800 | | 300.00 |
| 85371340 | 05/09/2014 | BIO-RAD | 01-4100 | | 3,225.00 |
| 85371341 | 05/09/2014 | CAPITOL CLUTCH AND BRAKE INC | 01-4365 | | 472.57 |
| 85371342 | 05/09/2014 | CAROLINA BIOLOGICAL SUPPLY | 01-4100 | | 139.94 |
| 85371343 | 05/09/2014 | CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT | 01-5800 | | 20.00 |
| 85371344 | 05/09/2014 | DAWSON OIL COMPANY | 01-4345 | | 8,611.64 |
| 85371345 | 05/09/2014 | DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE | 01-5600 | | 1,545.56 |
| 85371346 | 05/09/2014 | ECONOMIC & PLANNING SYS. INC. | 49-5800 | | 52.50 |
| 85371347 | 05/09/2014 | ELECTRONIX EXPRESS | 01-4300 | 1,578.92 | |
| | | | Unpaid Sales Tax | 102.88- | 1,476.04 |
| 85371348 | 05/09/2014 | FISCHER SCIENTIFIC | 01-4100 | 5,960.44 | |
| | | | 01-4300 | 353.32 | 6,313.76 |
| 85371349 | 05/09/2014 | FLEX-PLAN SERVICES, INC. | 01-5800 | | 143.00 |
| 85371350 | 05/09/2014 | FOLLETT LIBRARY RESOURCES | 01-4100 | | 3,064.05 |
| 85371351 | 05/09/2014 | FOLLETT SCHOOL SOLUTIONS, INC. | 01-4100 | | 3,218.48 |

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

## Checks Dated 05/09/2014

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85371352 | 05/09/2014 | GEARY PACIFIC SUPPLY | 01-4300 | | 479.71 |
| 85371353 | 05/09/2014 | GRAINGER . | 01-4300 | | 1,390.66 |
| 85371354 | 05/09/2014 | HD SUPPLY FACILITIES MAINTENENCE, LTD. | 01-4300 | | 42.36 |
| 85371355 | 05/09/2014 | HOLT OF CALIFORNIA | 01-4365 | | 18.65 |
| 85371356 | 05/09/2014 | INTEGRATED FIRE SYSTEMS INC | 01-4300 | 156.75 | |
| | | | 01-5600 | 88.35 | |
| | | | 01-5800 | 231.90 | 477.00 |
| 85371357 | 05/09/2014 | JIVE COMMUNICATIONS, INC. | 01-5560 | | 402.75 |
| 85371358 | 05/09/2014 | LEARNING SOLUTIONS INC | 01-5800 | | 3,610.00 |
| 85371359 | 05/09/2014 | LPA INC. | 21-5800 | | 5,902.50 |
| 85371360 | 05/09/2014 | LUIS FRASER DBA-DON'T TREAD ON ME REPTILE REMOVAL | 01-5800 | | 150.00 |
| 85371361 | 05/09/2014 | MARCIE LAUNEY MS | 01-5800 | | 3,000.00 |
| 85371362 | 05/09/2014 | MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS | 01-5800 | | 840.00 |
| 85371363 | 05/09/2014 | MCMASTER CARR SUPPLY CO | 01-4300 | | 70.88 |
| 85371364 | 05/09/2014 | MEDICAL BILLING TECHNOLOGIES | 01-5800 | | 693.95 |
| 85371365 | 05/09/2014 | MI PUEBLITO TAQUERIA | 01-4300 | | 800.00 |
| 85371366 | 05/09/2014 | MICHAEL SPITERI - DBA SPITERI BROS HARDWOOD FLOORING | 40-5600 | | 34,190.00 |
| 85371367 | 05/09/2014 | MISSION UNIFORM SERVICE INC | 01-4300 | 71.12 | |
| | | | 01-5800 | 1,791.85 | 1,862.97 |
| 85371368 | 05/09/2014 | PCOE - PLACER CO OFFICE OF ED | 01-5200 | | 4,150.00 |
| 85371369 | 05/09/2014 | PROJECT LEAD THE WAY INC | 01-4100 | | 35,986.71 |
| 85371370 | 05/09/2014 | RAINFORTH GRAU ARCHITECTS | 21-5800 | | 14,281.15 |
| 85371371 | 05/09/2014 | RAY MORGAN CO. / CHICO | 01-5600 | | 15.95 |
| 85371372 | 05/09/2014 | RESEARCH PRESS PUBLISHERS | 01-4300 | 218.31 | |
| | | | Unpaid Sales Tax | 13.93- | 204.38 |
| 85371373 | 05/09/2014 | RYLAND SCHOOL BUSINESS CONSULTING | 01-5800 | | 1,170.00 |
| 85371374 | 05/09/2014 | SACRAMENTO CO OFFICE OF ED. | 01-4300 | | 33.78 |
| 85371375 | 05/09/2014 | SCHOOL HEALTH CORPORATION | 01-4300 | | 493.61 |
| 85371376 | 05/09/2014 | SCIENCE TAKE-OUT, LLC | 01-4100 | 289.35 | |
| | | | Unpaid Sales Tax | 19.35- | 270.00 |
| 85371377 | 05/09/2014 | SIERRA OFFICE SUPPLIES & | 01-4300 | | 437.79 |
| 85371378 | 05/09/2014 | THERAPRO INC. | 01-4300 | 168.79 | |
| | | | Unpaid Sales Tax | 10.77- | 158.02 |
| 85371379 | 05/09/2014 | TOTAL EDUCATION SOLUTIONS | 01-5800 | | 3,274.38 |
| 85371380 | 05/09/2014 | TROXELL COMMUNICATIONS | 01-4400 | | 1,502.22 |
| 85371381 | 05/09/2014 | WARD'S NATURAL SCIENCE | 01-4100 | 1,383.48 | |
| | | | 01-4300 | 64.41 | 1,447.89 |
| 85371382 | 05/09/2014 | WESTERN BLUE AN NWN COMPANY | 01-4300 | | 375.18 |
| 85371383 | 05/09/2014 | WESTERN PSYCHOLOGICAL SERVICES | 01-4300 | | 322.83 |
| 85371384 | 05/09/2014 | WILSON WAY TIRE CO. INC. | 01-4360 | | 3,317.17 |
| 85371385 | 05/09/2014 | ZEP SALES & SERVICE | 01-4300 | | 183.79 |
| 85371386 | 05/09/2014 | Stacey Brown | 01-5200 | | 181.00 |
| 85371387 | 05/09/2014 | Rosa E. Castro | 12-4300 | | 26.77 |

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

ESCAPE ONLINE



5.2.8

**Checks Dated 05/09/2014**

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85371388 | 05/09/2014 | Megan Curry | 01-4300 | | 426.06 |
| 85371389 | 05/09/2014 | Barret B. Hess | 01-4300 | | 65.51 |
| 85371390 | 05/09/2014 | Lydia M. Ranger | 01-5200 | | 10.76 |
| 85371391 | 05/09/2014 | Karen L. Villa | 01-4300 | | 264.27 |
| 85371392 | 05/09/2014 | Kelli M. Willard | 01-5200 | | 30.24 |
| 85371393 | 05/09/2014 | Melissa B. Willes | 01-4300 | | 48.72 |
| 85371394 | 05/09/2014 | ACP | 01-4300 | | 99.64 |
| 85371395 | 05/09/2014 | AIRGAS | 01-4300 | | 61.34 |
| 85371396 | 05/09/2014 | AMF BOWLING CENTERS INC DBA ROCKLIN LANES | 01-5800 | | 1,198.50 |
| 85371397 | 05/09/2014 | APPLE INC. | 01-4400 | | 539.43 |
| 85371398 | 05/09/2014 | ATHLETICS UNLIMITED | 01-4300 | | 1,147.12 |
| 85371399 | 05/09/2014 | AUBURN HARDWOODS | 01-4300 | | 283.45 |
| 85371400 | 05/09/2014 | B&H PHOTO VIDEO | 01-4300 | 348.86 | |
| | | | Unpaid Sales Tax | 20.58- | 328.28 |
| 85371401 | 05/09/2014 | BIO CORPORATION | 01-4300 | 653.94 | |
| | | | Unpaid Sales Tax | 38.44- | 615.50 |
| 85371402 | 05/09/2014 | BURKETT'S OFFICE | 01-4300 | | 834.41 |
| 85371403 | 05/09/2014 | CA ASSOCIATION FOR THE GIFTED | 01-5200 | 470.40 | |
| | | | 01-5300 | 119.60 | 590.00 |
| 85371404 | 05/09/2014 | CANYON CREEK SOFTWARE | 01-4300 | | 254.00 |
| 85371405 | 05/09/2014 | CASCADE ATHLETIC SUPPLY CO | 01-4300 | | 516.00 |
| 85371406 | 05/09/2014 | CHEVRON | 01-4300 | | 323.95 |
| 85371407 | 05/09/2014 | CONTINENTAL PRESS | 01-4200 | | 20.56 |
| 85371408 | 05/09/2014 | DEMCO MEDIA | 01-4300 | | 132.39 |
| 85371409 | 05/09/2014 | DIRECT PRESS 2 | 01-4300 | | 473.38 |
| 85371410 | 05/09/2014 | DISCOVERY OFFICE SYSTEMS | 01-4300 | | 337.37 |
| 85371411 | 05/09/2014 | FOLLETT LIBRARY RESOURCES | 01-4200 | | 1,254.71 |
| 85371412 | 05/09/2014 | FOLLETT SCHOOL SOLUTIONS, INC. | 01-4200 | 3,161.47 | |
| | | | 01-4300 | 283.88 | 3,445.35 |
| 85371413 | 05/09/2014 | GRAINGER . | 01-4300 | | 107.45 |
| 85371414 | 05/09/2014 | HAWKINS OFFICIATING SERVICE | 01-5800 | | 340.00 |
| 85371415 | 05/09/2014 | NASCO MODESTO | 01-4300 | | 1,289.87 |
| 85371416 | 05/09/2014 | OFFICE DEPOT | 01-4300 | | 1,895.01 |
| 85371417 | 05/09/2014 | ORIENTAL TRADING COMPANY INC | 01-4300 | 962.89 | |
| | | | Unpaid Sales Tax | 65.66- | 897.23 |
| 85371418 | 05/09/2014 | PACIFIC ENVIRONMENTAL | 01-5800 | | 8,455.00 |
| 85371419 | 05/09/2014 | QUALITY PLANNERS INC | 01-4300 | 753.17 | |
| | | | Unpaid Sales Tax | 38.85- | 714.32 |
| 85371420 | 05/09/2014 | RAY MORGAN CO. / CHICO | 01-5600 | | 136.97 |
| 85371421 | 05/09/2014 | REALLY GOOD STUFF | 01-4300 | 150.48 | |
| | | | Unpaid Sales Tax | 9.37- | 141.11 |
| 85371422 | 05/09/2014 | SCHOOL SPECIALTY INC | 01-4300 | | 1,302.99 |
| 85371423 | 05/09/2014 | SIERRA OFFICE SUPPLIES & | 01-4300 | | 277.78 |
| 85371424 | 05/09/2014 | STAPLES ADVANTAGE | 01-4300 | | 9,460.56 |
| 85371425 | 05/09/2014 | STATE OF THE ART SEMINARS SDR | 01-5200 | | 1,603.00 |
| 85371426 | 05/09/2014 | STRIKES UNLIMITED, INC. | 01-5800 | | 920.00 |

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

**Checks Dated 05/09/2014**

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85371427 | 05/09/2014 | SUPER 8 MOTEL | 01-5800 | | 333.00 |
| 85371428 | 05/09/2014 | SUTTER CO SUPERINTENDENT | 01-5800 | | 17,040.00 |
| 85371429 | 05/09/2014 | TOLEDO P.E. SUPPLY | 01-4300 | 310.90 | |
| | | | Unpaid Sales Tax | 19.04- | 291.86 |
| 85371430 | 05/09/2014 | TROXELL COMMUNICATIONS | 01-4300 | | 1,451.25 |
| 85371431 | 05/09/2014 | ULINE | 01-4300 | | 2,568.66 |
| 85371432 | 05/09/2014 | US BANK BUSINESS EQUIPMENT | 01-5600 | | 492.00 |
| 85371433 | 05/09/2014 | WARD'S NATURAL SCIENCE | 01-4300 | | 131.73 |
| 85371434 | 05/09/2014 | WESTERN BLUE AN NWN COMPANY | 01-4300 | | 2,424.91 |
| 85371435 | 05/09/2014 | WIESER EDUCATIONAL PUBLICATIONS MISSION | 01-4300 | | 412.32 |
| 85371436 | 05/09/2014 | Pacific Environmental Education Center | 01-5800 | | 7,410.00 |
| | | **Total Number of Checks** | | **122** | **260,873.52** |

## Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---|---|---|---|
| 01 | General Fund | 106 | 188,343.56 |
| 11 | Adult Education Fund | 1 | 97.44 |
| 12 | Child Development Fund | 1 | 26.77 |
| 13 | Cafeteria Fund | 9 | 18,028.13 |
| 21 | Building Fund #1 | 3 | 20,483.65 |
| 40 | Spec Res For Capital Outlay | 1 | 34,190.00 |
| 49 | Mello Roos Capital Projects | 1 | 52.50 |
| | Total Number of Checks | 122 | 261,222.05 |
| | Less Unpaid Sales Tax Liability | | 348.53- |
| | **Net (Check Amount)** | | **260,873.52** |

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



5.2.10

## Checks Dated 05/02/2014

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85369936 | 05/02/2014 | PACIFIC GAS & ELECTRIC CO | 01-5510 | | 1,628.08 |
| 85369937 | 05/02/2014 | Melissa A. Akers | 01-5200 | | 86.24 |
| 85369938 | 05/02/2014 | Linda S. Lucas | 01-5200 | | 47.04 |
| 85369939 | 05/02/2014 | "DANIELSEN COMPANY, THE" | 13-4380 | 200.93 | |
| | | | 13-4710 | 4,015.11 | |
| | | | Unpaid Sales Tax | 6.81- | 4,209.23 |
| 85369940 | 05/02/2014 | ED JONES FOOD SERVICE | 13-4710 | | 4,127.33 |
| 85369941 | 05/02/2014 | PIZZA GUYS | 13-4710 | | 1,160.48 |
| 85369942 | 05/02/2014 | PROPACIFIC FRESH | 13-4710 | | 1,493.28 |
| 85369943 | 05/02/2014 | SACRAMENTO CO OFFICE OF ED. | 01-5200 | | 45.00 |
| 85369944 | 05/02/2014 | SARA LEE | 13-4710 | | 445.22 |
| 85369945 | 05/02/2014 | SCHOOL SPECIALTY INC | 01-4300 | | 162.44 |
| 85369946 | 05/02/2014 | SKY ZONE INDOOR TRAMPOLINE PARK | 01-5800 | | 760.00 |
| 85369947 | 05/02/2014 | SYSCO SACRAMENTO | 13-4380 | 66.92 | |
| | | | 13-4710 | 851.23 | 918.15 |
| 85369948 | 05/02/2014 | Ramey Dern | 01-4300 | | 44.70 |
| 85369949 | 05/02/2014 | Kevin D. Kurtz | 01-4300 | | 445.22 |
| 85369950 | 05/02/2014 | Anayat Sharifie | 01-5200 | | 73.98 |
| 85369951 | 05/02/2014 | BRIGHT EYES ENTERPRISE, INC. | 01-4300 | | 135.90 |
| 85369952 | 05/02/2014 | CRUSADER FENCE CO. INC. | 01-6170 | 7,500.00 | |
| | | | 40-6170 | 2,200.00 | 9,700.00 |
| 85369953 | 05/02/2014 | GOOGLE, INC. | 01-4300 | | 2,598.00 |
| 85369954 | 05/02/2014 | GUIDING FITNESS | 01-5800 | | 900.00 |
| 85369955 | 05/02/2014 | STLR CORP. RYLAND SCHOOL BUSINESS CONS | 01-5800 | | 1,430.00 |
| 85369956 | 05/02/2014 | Jessica J. Armistead | 01-5200 | | 30.15 |
| 85369957 | 05/02/2014 | Joanne P. Atkins | 01-5200 | | 30.24 |
| 85369958 | 05/02/2014 | Teresa Avelar | 13-5200 | | 19.04 |
| 85369959 | 05/02/2014 | Kent C. Cygan | 01-4300 | | 56.64 |
| 85369960 | 05/02/2014 | Cheryl A. Dyok | 01-4300 | | 30.22 |
| 85369961 | 05/02/2014 | Sandra B. Hackbarth | 01-4300 | 15.53 | |
| | | | 01-5800 | 70.89 | 86.42 |
| 85369962 | 05/02/2014 | Wendy S. Hamasaki | 01-4300 | | 100.53 |
| 85369963 | 05/02/2014 | Cindy J. Hood | 01-5200 | | 24.64 |
| 85369964 | 05/02/2014 | Cheryl A. Metheny | 01-4300 | | 53.73 |
| 85369965 | 05/02/2014 | Jennifer D. Nelson | 01-4300 | | 71.19 |
| 85369966 | 05/02/2014 | Scott E. Pickett | 01-4300 | | 112.90 |
| 85369967 | 05/02/2014 | Thomas A. Toy | 01-4300 | | 219.31 |
| 85369968 | 05/02/2014 | Joseph Uptain-Villa | 01-4300 | | 68.43 |
| 85369969 | 05/02/2014 | BIO CORPORATION | 01-4300 | 362.45 | |
| | | | Unpaid Sales Tax | 21.15- | 341.30 |
| 85369970 | 05/02/2014 | CONSOLIDATED PLASTICS CO INC | 01-4300 | 366.22 | |
| | | | Unpaid Sales Tax | 22.43- | 343.79 |
| 85369971 | 05/02/2014 | COOKS PORTABLE TOILETS | 01-5600 | | 130.50 |
| 85369972 | 05/02/2014 | DELL | 01-4400 | | 1,473.19 |
| 85369973 | 05/02/2014 | DISCOVERY OFFICE SYSTEMS | 01-5600 | | 232.13 |

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

ESCAPE ONLINE





5.2.11

## Checks Dated 05/02/2014

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85369974 | 05/02/2014 | EdTECH TEAM INC. | 01-5200 | | 747.00 |
| 85369975 | 05/02/2014 | FLINN SCIENTIFIC INC | 01-4300 | | 353.63 |
| 85369976 | 05/02/2014 | FRY'S ELECTRONICS | 01-4300 | | 64.49 |
| 85369977 | 05/02/2014 | FULL COMPASS SYSTEMS | 01-4300 | 71.74 | |
| | | | Unpaid Sales Tax | 5.01- | 66.73 |
| 85369978 | 05/02/2014 | INKJET SUPERSTORE.COM | 01-4300 | | 61.20 |
| 85369979 | 05/02/2014 | JOHN HAUSCHILD CANYON RAFT RENTALS | 01-5200 | | 200.00 |
| 85369980 | 05/02/2014 | JONES SCHOOL SUPPLY CO INC | 01-4300 | 247.50 | |
| | | | Unpaid Sales Tax | 16.50- | 231.00 |
| 85369981 | 05/02/2014 | LAKESHORE LEARNING MATERIALS | 01-4300 | | 406.38 |
| 85369982 | 05/02/2014 | LINCOLN CROSSING ELEM PTC | 01-4300 | | 3,642.00 |
| 85369983 | 05/02/2014 | LYNN PEVEY COMPANY | 01-4300 | | 143.06 |
| 85369984 | 05/02/2014 | MAGICAL MOONSHINE THEATRE | 01-5800 | | 895.00 |
| 85369985 | 05/02/2014 | MJB WELDING SUPPLY, INC. | 01-4300 | | 95.50 |
| 85369986 | 05/02/2014 | MOUNTAIN MATH/LANGUAGE LLC | 01-4300 | 103.08 | |
| | | | Unpaid Sales Tax | 7.13- | 95.95 |
| 85369987 | 05/02/2014 | MUSIC PRODUCTS INC | 01-4300 | 268.26 | |
| | | | Unpaid Sales Tax | 17.61- | 250.65 |
| 85369988 | 05/02/2014 | NORTHERN ENERGY | 01-4300 | | 36.00 |
| 85369989 | 05/02/2014 | OFFICE DEPOT | 01-4300 | | 313.14 |
| 85369990 | 05/02/2014 | PACIFIC ENVIRONMENTAL | 01-5800 | | 7,360.00 |
| 85369991 | 05/02/2014 | PARALLAX INC | 01-4300 | | 772.91 |
| 85369992 | 05/02/2014 | PCOE - PLACER CO OFFICE OF ED | 01-4300 | 84.66 | |
| | | | Unpaid Sales Tax | 5.91- | 78.75 |
| 85369993 | 05/02/2014 | PLACER COUNTY MUSEUMS DIVISION | 01-4300 | | 1,240.00 |
| 85369994 | 05/02/2014 | PLANK ROAD PUBLISHING INC | 01-4300 | 272.38 | |
| | | | Unpaid Sales Tax | 17.38- | 255.00 |
| 85369995 | 05/02/2014 | PRINT TO MAIL | 01-5600 | | 1,026.63 |
| 85369996 | 05/02/2014 | REALLY GOOD STUFF | 01-4300 | 140.24 | |
| | | | Unpaid Sales Tax | 8.73- | 131.51 |
| 85369997 | 05/02/2014 | RECOLOGY FMRLY AUBURN PLACER DISPOSAL | 01-4300 | | 135.00 |
| 85369998 | 05/02/2014 | RENAISSANCE LEARNING INC. | 01-4300 | | 4,192.75 |
| 85369999 | 05/02/2014 | RISO PRODUCTS OF SAC INC | 01-4300 | | 906.16 |
| 85370000 | 05/02/2014 | SCHOOL MATE | 01-4300 | 112.88 | |
| | | | Unpaid Sales Tax | 7.88- | 105.00 |
| 85370001 | 05/02/2014 | SCHOOL SPECIALTY INC | 01-4300 | | 499.19 |
| 85370002 | 05/02/2014 | SIERRA HAY & FEED | 01-4300 | | 419.62 |
| 85370003 | 05/02/2014 | SIERRA OFFICE SUPPLIES & | 01-4300 | | 251.15 |
| 85370004 | 05/02/2014 | STRIKES UNLIMITED, INC. | 01-5800 | | 100.00 |
| 85370005 | 05/02/2014 | SUPER 8 MOTEL | 01-5200 | | 261.06 |
| 85370006 | 05/02/2014 | TARGET BANK | 01-4300 | | 398.24 |
| 85370007 | 05/02/2014 | THE LIBRARY STORE INC. | 01-4300 | | 38.03 |
| 85370008 | 05/02/2014 | TROXELL COMMUNICATIONS | 01-4400 | | 504.18 |
| 85370009 | 05/02/2014 | UNIVERSITY OF OREGON CENTER ON TEACHING & LEARNING | 01-4300 | | 93.00 |
| 85370010 | 05/02/2014 | WESTERN BLUE AN NWN COMPANY | 01-4300 | | 3,671.03 |

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

**Checks Dated 05/02/2014**

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|---|---|---|---|---|---|
| 85370011 | 05/02/2014 | Chris & Diana Kirby | 01-8699 | | 230.00 |
| 85370012 | 05/02/2014 | Tanya Pearson | 01-4300 | | 270.00 |
| 85370013 | 05/02/2014 | FOLLETT LIBRARY RESOURCES | 01-4200 | | 49.40 |
| | | **Total Number of Checks** | | **78** | **64,424.98** |

## Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---|---|---|---|
| 01 | General Fund | 71 | 49,981.98 |
| 13 | Cafeteria Fund | 7 | 12,379.54 |
| 40 | Spec Res For Capital Outlay | 1 | 2,200.00 |
| | Total Number of Checks | 78 | 64,561.52 |
| | Less Unpaid Sales Tax Liability | | 136.54- |
| | **Net (Check Amount)** | | **64,424.98** |

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



5.2.13

**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:**
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:**
June 3, 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

June 3, 2014

## CLASSIFIED/MANAGEMENT

### New Hires

1. Name: Janice Cartagena
   Position: District Office Clerk
   Salary: CSEA, Range 20, Step B
   Hours: 3.5 Hours/Day
   Days: 12 Months/Year

   Effective: 5/19/14
   Site: District Office
   Replacement

### RESIGNATIONS

1. Name: Allison Suydam
   Position: Intervention Service Provider
   Site: First Street School
   Hours: 3 Hours/Day
   Effective: 5/30/14

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

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

**SUBJECT:**
Certificated Personnel Report

**AGENDA ITEM AREA:**
Consent Agenda

**REQUESTED BY:**
Ryan Davis
Assistant Superintendent of Personnel Services

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Personnel

**FINANCIAL INPUT/SOURCE:**
Categorical/General

**MEETING DATE:**
June 3, 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**

**June 3, 2014**

## CERTIFICATED/MANAGEMENT

### NEW HIRE:

1. **Name:** Shamryn Cole
   **Position:** Elementary Principal
   **FTE:** 1.0
   **Effective Date:** July 1, 2014
   **Site:** Carlin C. Coppin Elementary

### RESIGNATION:

1. **Name:** Lena Medina
   **Position:** Speech Pathologist
   **FTE:** 1.0
   **Effective Date:** June 30, 2014
   **Site:** Foskett Ranch Elementary/Carlin C. Coppin Elementary

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

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

**SUBJECT:**

Approve Agreement for Fiscal Budget Services Between School Services of California, Inc., and WPUSD

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business Services

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Funds

**MEETING DATE:**

June 3, 2014

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

School Services of California, Inc., is specially trained to provide assistance regarding topics of school finance, legislation, school budgeting and general fiscal issues. The attached agreement authorizes School Services of California, Inc., to continue to provide fiscal budget services to Western Placer Unified School District through the 2014-15 school year.

**RECOMMENDATION:**

Administration recommends the Board ratify the agreement for fiscal budget services between School Services of California, Inc., and Western Placer Unified School District.

School Services of California INC. ™

1121 L Street
•
Suite 1060
•
Sacramento
•
California 95814
•
TEL: 916 . 446 . 7517
•
FAX: 916 . 446 . 2011
•
E-mail: ssc@sscal.com

WPUSD Received MAY 15 2014 DISTRICT OFFICE

MEMORANDUM

May 13, 2014

TO: Scott Leaman, Superintendent
Western Placer Unified School District

FROM: John D. Gray
President

It has been a pleasure to provide Western Placer Unified School District our Fiscal Budget Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California, Inc. (SSC).

*An Employee-Owned Company*

Our current contract expires on June 30, 2014. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Kathe Sadler, Data Specialist.

To activate our Agreement, please sign the contract (and the Addendum, at your discretion), and return the original (or scan and e-mail to JanelleD@sscal.com) to our office for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by June 30, 2014. If you are unable to return it by this date, please call our Accounting Department. Please note that this contract reflects a modest price increase above the current year.

If you have any questions or need additional information, please give me a call at (916) 446-7517.

5.5.1

0027550 / S10 P.O.#_____

# AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the **WESTERN PLACER UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2014.

## RECITALS

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:

   a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*

   b. Option of receiving information on Consultant's website regarding major school finance and policy issues

   c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

   d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client. Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; or, major customized research projects or studies

   e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

   f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

2. The Client agrees to pay to Consultant for services rendered under this Agreement:

   a. $2,580 annually, plus expenses, or payable at $215 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant

   b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

   c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site

   d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

3. The term of this contract shall be for the period of one year, beginning July 1, 2014, and terminating June 30, 2015. This Agreement may be terminated prior to June 30, 2015 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: _____ DATE: 5/21/14
Western Placer Unified School District

BY: _____ DATE: May 13, 2014
JOHN D. GRAY
President
School Services of California, Inc.

# ADDENDUM A
# TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page is the **CADIE** and **SABRE** order form.

The Comparative Analysis of District Income and Expenditures (**CADIE**) is a comprehensive computer-generated report comparing your district's revenues and expenses to those of 40 other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using Standardized Account Code Structure and California Basic Educational Data System data available from the California Department of Education (CDE).

The **CADIE** includes comparative graphic data showing expenditures by average daily attendance (ADA), tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified nonmanagement and administrative personnel, as well as historical data.

The Salary And Benefits Report (**SABRE**) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated nonmanagement salary and benefits schedule with those of 40 other districts of your choice. (Two reports with 20 districts in each).

The **SABRE** includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts, as well as comparisons of entry level, average, and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the **CADIE** or **SABRE** reports are unlimited. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement—with the exception of local educational agencies opting into the mandate block grant.

Please check the appropriate items below:

| | | | | | |
|---|---|---|---|---|---|
| ___ | **CADIE Only** | **$400** | ____ Use the same districts as last year | ____ | Current year* 2012-13 |
| ___ | **SABRE Only** | **$250** | ____ Use districts of similar type and size | ____ | Next year** 2013-14 |
| ___ | **CADIE & SABRE** | **$600** | ____ Call me to discuss comparative group | | |

*Reports are a year behind as the data is released by the CDE.
**Next year: SABRE will be released in December 2014, CADIE will be released in May 2015.

District Name: _____

Contact Name and Title: _____

Address (no P.O. Boxes Please): _____

_____

Telephone with extension: _____

Email: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

School Services of California

# 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<br>2. Foster a safe, caring environment where individual differences are valued and respected.<br>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.<br>4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.<br>5. Promote student health and nutrition in order to enhance readiness for learning. |

**SUBJECT:**

Ratify Contract – School Innovation & Achievement Program Advisory and Compliance Services for Mandate Reimbursement Process

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Fund

**MEETING DATE:**

June 3, 2014

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The District has contracted with School Innovations & Achievement (SI&A) for a number of years for mandate services process reimbursement services as it relates to the mandate Block Grant Program. The contract has been re-negotiated for an annual cost of $13,000, a decrease of $2,700. The contract is for a three year term from July 1, 2014 to June 30, 2017 at the fix contract price.

**RECOMMENDATION:**

Administration recommends the Board ratify the agreement for program advisory and compliance services for mandate reimbursement process for the Mandate Block Grant Program between SI&A and Western Placer Unified School District.

School Innovations & Achievement

**PROGRAM ADVISORY AND COMPLIANCE SERVICES AGREEMENT**
**Between**
**SCHOOL INNOVATIONS & ACHIEVEMENT, INC.**
**And**
**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT, dated June 3, 2014 (the "Agreement") is made by and between Western Placer Unified School District ("District"), and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

## RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services;

WHEREAS, services related to the Mandate Reimbursement Process Program are referred to herein as "MandatePrep® Services"; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

## AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period**. The Agreement period begins July 1, 2014 (the "Effective Date") and will automatically expire on June 30, 2017 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2014 through June 30, 2015; July 1, 2015 through June 30, 2016; and July 1, 2016 through June 30, 2017) (the "Agreement Period"). Each fiscal year within the Agreement Period is an "Agreement Year."

2. **Services**. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

   (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):

      (1) Any applicable prior year reimbursement claims based on program participation;

      (2) Late and amended reimbursement claims, based on program participation; and

(3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period.

(b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);

(c) Provide access to interactive professional development training sessions for District and school site staff on a variety of essential programs via a web-based training platform;

(d) Conduct interviews with District staff and document processes regarding mandate programs;

(e) Provide interim and annual reports on:

(1) Program performance;

(2) Claim performance for all applicable claims; and

(3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.

(f) Monitor District's mandated cost tracking systems;

(g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;

(h) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office;

(i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and

(j) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-makers.

3. **District's Obligations.**

3.1 District Responsibilities and Obligations. District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries,

the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 Claim Approval. Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

3.3 For District that elect the Mandate Block Grant. The District acknowledges and agrees that the Program Advisory and Compliance Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

4. **California False Claims Act**. District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. **Payment of Fees**.

5.1 Fees. For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **$13,000**, annually, for Program Advisory and Compliance Services (the "Fee").

5.2 Payment Plan. The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☐ 3 annual payments due July 1, 2014, 2015 and 2016.

☒ 6 semi-annual payments due July 1, 2014, 2015 and 2016, and January 1, 2015, 2016 and 2017.

5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

7. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

8. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

**SI&A:**

**SCHOOL INNOVATIONS & ACHIEVEMENT, INC.**

| | |
|---|---|
| Signature: |  |
| Date Signed: | 5/19/2014 |
| Print Name: | Jeffrey C. Williams |
| Title: | Chief Executive Officer |
| Company: | School Innovations & Achievement |
| Address: | 5200 Golden Foothill Parkway |
| | El Dorado Hills, CA 95762 |
| Phone: | (800) 487-9234 |
| Fax: | (888) 487-6441 |

**DISTRICT:**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

| | |
|---|---|
| Signature: |  |
| Date Signed: | 5/21/14 |
| Print Name: | Audrey Kilpatrick |
| Title: | Asst Supt Business |
| Address: | 600 6th Street #400 |
| | Lincoln CA 95648 |
| Phone: | 916-645-6350 |
| Fax: | 916-645-6356 |
| Email | akilpatrick@wpusd.k12.ca.us |

## EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.

3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.

4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.

5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines.; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.

6. **Further Assistances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.

8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.

9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.

10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.

11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.

12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

# 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<br>2. Foster a safe, caring environment where individual differences are valued and respected.<br>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.<br>4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.<br>5. Promote student health and nutrition in order to enhance readiness for learning. |

**SUBJECT:**

Ratify Contract – School Innovation & Achievement "SiteServ" State Mandate Reimbursement Services

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Fund

**MEETING DATE:**

June 3, 2014

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The District has contracted with School Innovations & Achievement (SI&A) for a number of years for mandate services process reimbursement services as it relates to the State's mandates outside the Mandate Block Grant program. The contract has been re-negotiated for an annual cost of $6,600, a decrease of $5,000. The contract is for a three year term from July 1, 2014 to June 30, 2017 at the fix contract price.

**RECOMMENDATION:**

Administration recommends the Board ratify the agreement for mandate services process reimbursement services as it relates to the State's mandates outside the Mandate Block Grant program between SI&A and Western Placer Unified School District.

School Innovations & Achievement

**ADDENDUM TO**
**PROGRAM ADVISORY AND COMPLIANCE SERVICES AGREEMENT**
**Between**
**SCHOOL INNOVATIONS & ACHIEVEMENT, INC.**
**And**
**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**SITESERV[SM]**

THIS ADDENDUM TO PROGRAM ADVISORY AND COMPLIANCE SERVICES AGREEMENT dated June 3, 2014 (the "Addendum"), constitutes a part of that certain Program Advisory and Compliance Services Agreement (the "Agreement") by and between Western Placer Unified School District ("District") and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties". The provisions of this Addendum are hereby incorporated into the Agreement for all purposes. All capitalized terms not otherwise defined in this Addendum are defined by the terms of the Agreement. In the event any provisions of this Addendum conflict with the provision of the Agreement, the provisions of this Addendum shall control.

1. Services are hereby amended to include the development of a site service plan for each site as listed on Attachment A, Designated Sites, and to provide District the following services ("SiteServ[SM]") during the Agreement Period:

   (a) One (1) on-site visit for training and advisory sessions at each Designated Site each Agreement Year;

   (b) Coordinate between District and Designated Sites for data collection;

   (c) Advise and assist each Designated Site and its personnel to (1) develop a more in-depth understanding of reimbursable costs under the State's mandates, (2) determine the documentation required to substantiate such costs, and (3) meet the school's documentation completion deadlines to enable SI&A to prepare claims for timely submission to the State Controller's Office;

   (d) Expanded training sessions with SI&A and District which may be held concurrently with District or other Designated Site training sessions. A mutually acceptable schedule will be developed specifying the dates when the training sessions will occur. Since new State mandates not in effect on the Effective Date ("New Mandates") may be authorized during an Agreement Year, SI&A shall incorporate training for New Mandates into SiteServ[SM] if the New Mandates are approved by the State Controller's Office and the filing deadline falls within the Agreement Period; and

(e) Include milestones to be achieved by each Designated Site in the site service plan and prepare a district level summary status report showing each Designated Site's progress regarding its ability to remain current on documentation requirements for site based claims at the end of each milestone. SI&A's resources for addressing issues identified in the summary status report are beyond the Initial Scope of Services.

2. Payment of Fees.

2.1 Fees. For SiteServ[SM] provided pursuant to the terms of this Addendum, District agrees to pay SI&A **$6,600**, annually, (the "Fee"), for the fiscal years 2014/15, 2015/16, and 2016/17.

2.2 Payment Plan. The Fee is payable in six (6) semi-annual installments due July 1, 2014, 2015, and 2016, and January 1, 2015, 2016, and 2017.

3. This Addendum, together with the Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements with respect thereto. The Agreement and Addendum cannot be changed in any manner except by written agreement signed by the Parties hereto.

4. This Addendum may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or in portable document format (pdf)) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Addendum as set forth below.

**SI&A: SCHOOL INNOVATIONS & ACHIEVEMENT, INC., a California Corporation.**

By: _____ Dated: May 19, 2014
Name: Jeffrey C. Williams
Title: Chief Executive Officer

**District: WESTERN PLACER UNIFIED SCHOOL DISTRICT**

By: _____ Dated: 5/21/14
Name: Andrea Fitzpatrick
Title: ASST Supt. Business

School Innovations & Achievement

# SITESERV[SM] DISTRICT CHECKLIST

District shall complete the following checklist to enable SI&A to best manage District's expectations and preferences.

1. ☑ **STAR Testing Window.** Please provide District's STAR Testing Dates: _____
   See attached 14-15 calendar

2. ☒ **School Calendar.** Please attach a copy of the school district calendar for the current year.

3. ☑ **Site Directory.** Please attach a site directory that includes the electronic mail addresses and phone numbers of the principals. Please feel free to include any other useful information (e.g. a district map). See WPUSD Website.

4. ☒ **District Contact.** Please provide a district office contact to help coordinate visit dates:

   **Name:** Amanda Sanders.

   **Title:** Admin Asst. - Business Services.

   **Phone:** 916-645-6350

   **E-mail:** asanders@wpusd.k12.ca.us.

Thank you very much for completing this form and attaching the requested information.

If you have any questions please contact Melanie Trammell at (916) 669-5184 or melaniet@sia-us.com. We look forward to working with you!

# Attachment A

## Designated Sites

Carlin C. Coppin Elementary
Creekside Oaks Elementary
First Street
Foskett Ranch Elementary
Glen Edwards Middle
Lincoln Crossing Elementary
Lincoln High
Phoenix High (Continuation)
Sheridan
Twelve Bridges Elementary
Twelve Bridges Middle

# 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:**

Ratify Contract – Sacramento Convention Center
For Lincoln High School Senior Prom April 11, 2015

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Fund

**MEETING DATE:**

June 3, 2014

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The District has contracted on behalf of Lincoln High School with the Sacramento Convention Center for facilities rental for the high school's Senior Prom on April 11, 2015. The cost is $2,150 and will be paid from school site Associated Student Body Funds.

**RECOMMENDATION:**

Administration recommends the Board ratify the agreement for facilities rental between the Sacramento Convention Center and Western Placer Unified School District.

# SACRAMENTO CONVENTION CENTER
# LICENSE AGREEMENT

**Contract No: 29302**
**Revision No: 0**

SACRAMENTO CONVENTION CENTER

This License Agreement is entered into as of Wednesday, May 21, 2014 by the **City of Sacramento,** ("City", "SCC" or "Center"), and **Lincoln High School** ("Licensee").

WITNESSETH:

Whereas, City constructed the **Sacramento Convention Center** to be used by various groups and persons for conventions, trade shows, exhibitions, theatrical performances, concerts, sporting events and similar activities; and

Whereas, City desires to make the Convention Center available to users on a license basis;

Now, therefore, the parties agree as follows:

1. Center hereby grants to Licensee the right to use and occupy the areas of the Center described in **Exhibit A** (the "Facilities") for the period specified at the License rates set forth in **Exhibit A.**

| | | | |
|---|---|---|---|
| **MOVE IN** | **:** | **April 11, 2015 08:00 AM** | |
| **EVENT** | **: FROM:** | **April 11, 2015 08:00 PM** | **TO: April 11, 2015 11:30 PM** |
| **MOVE OUT** | **:** | **April 11, 2015 11:30 PM** | |

Center reserves the right to reassign space and move Licensee's activities to any other appropriate spaces in the Center. Center shall provide the basic facility for Licensee's use, which shall include normal custodial service and utilities.

2. Licensee shall use the Facilities for the purpose of **Lincoln High School Junior/Senior Prom** and for no other purpose without the prior written consent of the General Manager of the Center, or the General Manager's designee ("General Manager").

3. Licensee shall pay to Center a deposit at the time this license agreement is executed and any additional deposits specified in Exhibit A. **It is understood that cancellation of a contracted performance and/or event by Licensee will result in forfeiture of the deposit. THIS AGREEMENT SHALL BE CONSIDERED NULL AND VOID UNLESS IT IS SIGNED BY LICENSEE AND RETURNED WITH THE DEPOSIT (PER EXHIBIT A) TO THE CONVENTION CENTER OFFICE BY June 11, 2014** and subsequently executed by the General Manager.

4. The terms and conditions set forth in **EXHIBITS A and B** are part of this license agreement.

Licensee: Lincoln High School

Signed: _____
Title: Asst Supt. Business
Address: 790 J Street
Lincoln, CA 95648

Billing Contact:

Name: Ms. MacQueen
Title: Activities Director
Phone: 916-645-6360
Address: 790 J street
Lincoln CA 95648

CITY OF SACRAMENTO

By:_____
Sacramento Convention Center General Manager

Please return signed contract and payment to:

Sacramento Convention Center
1030 15th Street – Suite 100
Sacramento CA 95814
(916) 808-5291 Phone
(916) 808-7687 Fax

**Please make checks payable to: City of Sacramento**
**Credit cards are not accepted**

5.8.1

SACRAMENTO CONVENTION CENTER

# Exhibit A Agreement

**By Date**

| | |
|---|---|
| Contract: | **29302 0** |
| Contract Due: | 06/11/2014 |
| In-Out: | 04/11/2015 - 04/11/2015 |
| Start-End: | 04/11/2015 - 04/11/2015 |

**MacQueen, Mary**
790 J Street
Lincoln, CA 95648

**Lincoln High School Junior/Senior Prom (29302)** **Event Status: Contract Issued**

| Bookings | Booked | Original Rate | Discount | Amount |
|---|---|---|---|---|
| Exhibit Hall D | 04/11/2015 08:00 AM - 11:30 PM | 2,150.00 DAY | 0.00% | 2,150.00 |
| | | | **Total Booking Charges:** | **2,150.00** |
| | | | **Total Charges:** | **2,150.00** |

| Standard Payment Plan (10583) | Amount % | Cumulative % | Due | Amount |
|---|---|---|---|---|
| Deposit Due | 2,150.00 % | 2,150.00 % | 06/11/2014 | 2,150.00 |
| Final Step | R | 100.00 % | 04/11/2015 | 0.00 |
| | | | **Total:** | **2,150.00** |

**Clauses**

Insurance Notes:
The City reserves the right to purchase insurance on behalf of Licensee if Licensee does not meet the requirements of Exhibit B, Subsection 15(E). In the event City exercises this option, Licensee shall be charged at the prevailing rates.



5.8.2

**EXHIBIT B**
**ADDITIONAL LICENSE TERMS AND CONDITIONS**

1. **EXTRA SERVICES:**
Center will provide, at Licensee's cost and expense, ticket sellers, ticket takers, ushers, guards, stagehands, city police, firefighters, changeover costs, extra garbage pick-up and other services and personnel as may be necessary. Licensee agrees to give the Center at least fourteen (14) days written notice of its personnel requirements and a full and detailed outline of required arrangements, including the floor set-up and other information required by the Center. The rates for additional rental equipment, electrical equipment, compressed air, gas, steam, and water etc., are on file in the office of the General Manager. The General Manager shall set the rates for additional personnel.

A. Electrical – Production Power
Effective July 1, 2012, the Sacramento Convention Center will be charging our licensee for production power usage. The definition of "production power usage" is the utilization of any power requirements over and above the existing 20 amp wall outlets available in the contracted space (applies to Convention Center space only).

Production power encompasses any *production electrical services* including but not limited to lighting, audio visual or video services. It is incumbent upon the licensee to provide the General Contractor/Service Provider and SCC with their production power needs. All production power usage requests must be received at least (2) weeks prior to the move-in date outlined in the contract. The SCC will charge the licensee direct for any production power usage over and above the existing 20 amp wall outlets available in their contracted space.

2. **FIRE MARSHAL PERMIT:**
For those events with exhibitors or vendors utilizing the services of a Decorator, Licensee is required to submit a floor plan for review no later than 30 days prior to the event move-in date.

3. **OVERTIME RENTAL:**
Overtime rental rates will be charged to Licensee in the event Licensee has not vacated the Facilities by the move-out date and time specified in Exhibit A. Overtime rental rates apply 12:00 a.m. – 7:00 a.m. @ 110% of gross rent per hour or any fraction of an hour ($200.00 minimum per hour).

4. **TRANSPORTATION MANAGEMENT PLAN:**
Licensee will incur all costs for the provision of security personnel required to meet the requirements of the Center's Transportation Management Plan move-in and move-out procedures. Transportation Management Plan refers to personnel required for direction of trucks and vehicles used to load/unload equipment and/or materials on our loading docks and surrounding impacted streets. Number of TMP personnel to be determined by Event Services based on size and number of vehicles.

5. **MOVE IN AND MOVE OUT:**
All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the Center at such entrances and exits as may be designated by General Manager. Except with a written permit issued by the General Manager, move in and move out shall not be permitted to obstruct traffic on I, J, L, 13th, 15th or 16th Streets between the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m. on week days.

Lighting & Air Conditioning/Heating

Energy conservation is of prime concern and minimal light and comfort levels will be maintained during show move-in/out. Fifty percent (50%) lighting "work lights" will be provided at no charge in all contracted spaces during move-in and move-out.

One hundred percent (100%) lighting "showlights" will be provided one (1) hour prior to show opening. Lighting requests outside of these parameters will be charged at the prevailing hourly rate.



5.8.3

Air conditioning/heating are provided during published event hours, one (1) hour prior to event start time. Air conditioning is not provided during move-in and move-out hours/days. Licensee requesting air conditioning during non-show periods will be charged at an hourly fee (contact Event Manager for prevailing rates).

6. **CLEANING:**
Our maintenance crew takes exceptional care of everything from the carpet to the concrete surfaces to the stainless steel. They keep the restrooms; lobbies, corridors and other public areas clean during all event hours. Meeting rooms can also be refreshed between meeting sessions. Please provide your Event Manager with anticipated cleaning schedules or restricted areas.

Policies

Clean-up of exhibit booths and aisles is the responsibility of the Exhibitors and the Exhibit Decorator from the time of move in to move out.

The SCC will be responsible for monitoring the trash from receptacles, to cleaning the restrooms and maintenance of public areas.

Clients/exhibitors are expected to remove all signs, advertisements, etc. connected with their event by the completion of that event. This includes the removal of all wire, tape or other materials from all surfaces prior to exiting the building.

The Licensee shall remove debris from theme décor set up (trees, plants, bark, mulch, crate and pallets, etc.)

Special Cleaning

There may be an occasion where "special cleaning" is required during or after the event. If glitter or confetti is used as a decorative item, a fee will be charged to clean the area. The fee will be determined by the size and location of the material and is based on the labor required to restore the space to the condition found at move-in.

Broom Clean

The SCC requires the Exhibit Areas to be left in "broom clean" condition upon completion of your event. You may contract with outside cleaning services to accomplish the clean-up.

7. **FOOD, BEVERAGE, AUDIO & VISUAL, TELECOMMUNICATIONS, AND OTHER CONCESSIONS:**
Center reserves the right to exclusively operate or contract for the operation of Center concessions and to receive the income from such concessions. "Concessions" shall include, but are not limited to, the dispensing or sale of food, alcoholic and other beverages, programs, souvenirs, and novelties. Center also reserves the right to designate Classique Catering/Centerplate as the exclusive food service and concessions provider for the Center. Licensee is prohibited from bringing food and beverages into the Center. Licensee, exhibitors and other persons may distribute free samples of food stuffs or beverages only upon the prior written consent of the General Manager or Classique Catering.

Corporate Staging & Events (CSE) is the exclusive audio-visual production company at the Sacramento Convention Center Complex. The CSE team works directly with you and the Sacramento Convention Center as your technical liaison to ensure the success of your event. CSE knows that by meeting and exceeding the expectations for your event's planning, budgeting, and flawless execution, the mutual goals of your team and ours will be met.

In the event an outside A-V provider is allowed to operate at the Sacramento Convention Center, a $700.00 per day service fee will be assessed during the time an outside A-V provider is on site. This fee covers one on-site general A-V service technician from 8:00AM to 5:00PM to ensure venue standards and safety policies are maintained for all A-V set ups. Any hours before 8:00AM or after 5:00PM will be charged at an hourly rate of $67.50 per hour. Any time over 12 hours in a day will be charged at an hourly rate of $90.00 per hour. Holidays are to be charged at an hourly rate of $90.00 per hour at a 4 hour minimum and last minute calls (less than 72 hours advance notice) are



5.8.4

charged at a rate of $67.50 per hour at a 4 hour minimum. Please feel free to communicate directly with the CSE team at **877-789-SHOW** or **info@ssstaging.com**. You may also see more info about CSE at **www.corporate-staging.com**.

Center reserves the right to exclusively operate or contract for the operation of Center telecommunications services. "Telecommunications services" shall include, but are not limited to, the setup and operation of telecommunications equipment. Center also reserves the right to designate WOMBO, Inc as the exclusive telecommunications services provider for the Center. Licensee is prohibited from bringing outside telecommunications services into the Center.

8. **SELLING FEE:**
For non-ticketed events the Licensee shall pay a fee of $100.00 (plus $50.00 per type of item or item table) for selling approved event related items. The fee for sales of compact discs, DVDs cassette/video tapes, books, novelties, souvenirs, all printed, taped or electronic materials, etc. at ticketed events, shall be negotiated in advance by Licensee and the General Manager.

9. **PRE-REGISTRATION FEES:**
An event that requires the payment of money for admission is deemed a ticketed event. Licensees that collect payment prior to their event in the form of a registration fee are exempt from the status of a ticketed event as long as no money is collected at the door. If registration fees are collected at the door, there will be a fee of $400.00 per session or performance payable in advance with the rental deposit.

10. **SEATING CAPACITY:**
Licensee shall not sell, or permit to be sold or distributed, tickets or passes in excess of the maximum capacity of the Facilities, nor admit a larger number of persons than can safely be accommodated. Any decisions by the General Manager regarding capacity limits shall be final.

11. **FLAMMABLE MATERIALS:**
No flammable materials such as bunting, tissue paper, crepe paper, etc. shall be used for decorations in the Center. All materials used for decorative purposes shall be treated with flame retardant and approved by the City of Sacramento Fire Department in advance of each event. No open flames are permitted in the Center.

12. **ADVERTISING:**
No signs or advertisements shall be placed in, on, or about the Center without the prior written consent of the General Manager and then only for the event authorized by this Agreement. Licensee shall not publicize or cause to be publicized in any manner a performance or event contemplated by this Agreement prior to the execution of this Agreement by Center and Licensee.

13. **OPENING HOURS:**
Licensee shall open the doors of the Facilities as advertised unless otherwise agreed upon in advance by Licensee and the General Manager.

14. **INDEMNITY:**
Licensee shall indemnify, defend and hold harmless the City, its officers, directors, employees, members and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kinds and nature including judgments, interest, attorneys' fees including City's staff attorneys and outside attorneys, and all other costs, fees, expenses and charges which City, its officers, directors, employees, agents and members, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the Licensee, its officers, directors, employees, or agents.

The City shall indemnify, defend and hold harmless Licensee, its officers, directors, employees, members and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kinds and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Licensee, its officers, directors, employees, agents and members, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the City, its officers, directors, employees, or agents.



5.8.5

15. **INSURANCE:**

During the entire term of this Agreement, Licensee shall maintain the insurance coverage described in this Section 15. It is understood and agreed by the Licensee, that its liability to the City, shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Licensee, in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL form 0001 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000.00) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

2) Workers' Compensation Insurance within statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000.00). The Workers' Compensation policy shall include a waiver of subrogation for contracts if required by the City, by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is required for the performance of services under this Agreement.

No Workers' Compensation Insurance shall be required if Licensee completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation Insurance."

**Licensee Initials ( ___ )**

B. Additional Insured Coverage

1) Commercial General Liability Insurance: The City, the Sacramento City Public Facilities Financing Corporation, the Sacramento Convention and Visitors Bureau, and their officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects to general liability related to, or arising from, this Agreement. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) Licensee's insurance coverage shall be primary insurance as respects City, the Sacramento City Public Facilities financing Corporation, the Sacramento Convention and Visitors Bureau, and their officials, employees and volunteers. Any insurance or self-insurance maintained by City, the Sacramento City Public Facilities financing Corporation, the Sacramento Convention and Visitors Bureau or their officials, employees or volunteers shall be in excess of Licensee's insurance and shall not contribute with it.

2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, the Sacramento City Public Facilities financing Corporation, the Sacramento Convention and Visitors Bureau or their officials, employees or volunteers.

3) Coverage shall state that Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 15, must be declared to and approved by the City's Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

1) Licensee shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the General Manager not less than seven (7) days prior to occupancy. Copies of policies shall also be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

2) The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may cancel the Agreement if the insurance is canceled or Licensee otherwise ceases to be insured as required herein.

F. Subcontractors

Licensee shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A above.

G. Insurance purchased by or through City.

1) Licensee may purchase commercial general liability (CGL) insurance through the City that meets the requirements of the Agreement by initialing below.

Licensee agrees to purchase CGL Insurance that meets the requirements of the Agreement through the City from a City designated insurer ( ___ ) **Licensee Initials.**

2) The City reserves the right to purchase insurance on behalf of Licensee if Licensee does not meet the requirements of subsection 15(E) above. In the event City exercises this option, Licensee shall be charged at the prevailing rates.

16. **WORKERS COMPENSATION:**
Licensee certifies that Licensee is aware of the provisions of Section 3700 of the California Labor Code which requires employers to be insured against all liability of Workers Compensation and that Licensee will comply therewith. The Licensee shall present evidence to the General Manager, thirty (30) days prior to occupancy, of Workers Compensation insurance coverage of $1,000,000 or the Licensee's ability to self-insure.

17. **COPYRIGHTS:**
Licensee agrees, represents and warrants that nothing contained in the program, performance, and exhibition or in any other way connected with Licensee's activities under this Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Licensee shall deliver to the General Manager proof of copyright ownership or a copyright license not less than ten (10) days prior to the program, performance, and/or exhibition protected by the copyright(s). Licensee agrees to indemnify City for any penalties, claims, losses, costs, fees, liabilities, damages or injuries suffered by City resulting from Licensee's breach of the warranties or terms in this section 17.



5.8.7

18. **BROADCASTING/TAPING:**
No event presented in the Facilities shall be broadcast, televised, or in any manner recorded for reproduction or rebroadcast without the prior written consent of the General Manager. Consent will not be unreasonably withheld. The Center will not pay any expenses pertaining to the broadcasting, televising or reproduction of any event.

19. **CONDUCT OF PERSONS:**
Licensee shall be solely responsible for the orderly conduct of all persons using the Center by its invitation, either expressed or implied. Center reserves the right to eject from the Center any person engaging in unlawful conduct. Center shall provide at Licensee's expense security personnel to maintain order on and about the premises, in the number determined by the General Manager.

20. **CONTROL OF BUILDING:**
The entrances and exits of the Center shall be locked and unlocked at such times as may be required for Licensee's use, but Licensee at its expense may at all times place security personnel at all entrances and exits when same are unlocked. The keys to the Center shall at all times be in the possession and control of the General Manager. Duly authorized representatives of Center shall have the right to enter the Center and all parts thereof at any time.

21. **LOST ARTICLES:**
Center shall have the sole right to collect and have custody of articles left in or around the Facility by persons attending Licensee's event(s). Neither Licensee nor Licensee's agents shall interfere with Center's collection and custody of the articles.

22. **OBSTRUCTIONS:**
Licensee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof in the Center, nor do, nor permit to be done, anything which may interfere with free access to the public areas, streets, or sidewalks adjacent to the Center.

23. **EXPIRATION OR TERMINATION OF LICENSE:**
At the expiration of Licensee's date and time of use of the Facilities or upon the sooner termination of this Agreement, Licensee shall vacate the Center, remove all property brought to the Center by, or on behalf of Licensee, and return to General Manager all equipment procured from the General Manager. The Facilities and equipment returned by Licensee shall be in as good condition and repair as before Licensee's use thereof except for ordinary wear and use.

Licensee agrees to pay cost of repair or replacement for all damages to Center property of whatever origin or nature resulting from the negligence or intentional misconduct of Licensee, its officers, employees, agents, or members, and the cost to maintain and store any of Licensee's property not removed from the Center. Center may withhold from box office receipts before settlement a reasonable amount to cover the cost arising from such damages. Center shall refund to Licensee any amount withheld in excess of actual damages.

24. **DEFAULT OR CANCELLATION BY LICENSEE:**
Should Licensee default in the performance of any of the terms and conditions of this license agreement, or should Licensee cancel the event described in this Agreement, Center may, as its sole option, elect to:

a) Cancel this Agreement, in which event Licensee shall be released from all liability and obligations under this Agreement other than deposits forfeited; or,

b) Enforce all the provisions, terms, and conditions of this Agreement, in which event Licensee shall be liable for the full amount of the license fee provided for herein, plus all reimbursable expenses incurred by Center in connection with the event.

Should Center elect to enforce the provisions of this Agreement, Center reserves the right to execute a subsequent license agreement with a third party for the same period as described in Section b above and hold Licensee liable for the full amount of the license fee provided for herein, less the total amount of fees received under the subsequent license agreement, plus all cost and expenses. The execution of a subsequent license agreement



5.8.8

pursuant to the provisions of this section shall not constitute a termination of this Agreement unless the Center so notifies Licensee in writing. Any deposits made by Licensee to Center under this Agreement shall be retained by Center and Center reserves the right to determine whether to make ticket refunds.

25. **TERMINATION BY CENTER:**
The General Manager shall have the right to terminate all or part of this Agreement at any time when the Facilities are required for public necessity or emergency use or at any time when the General Manager determines that termination is necessary to preserve the public peace, prevent damage to public property, or prevent riots, mobs or violence. Upon such termination, Licensee shall be refunded any license fee paid to the Center. Except for such refund, neither the City, nor it officers, agents or employees shall be liable to Licensee for any expenses or damages whatsoever related to the cancellation. In no event shall City, its officers, agents, or employees be liable to Licensee for lost profits or consequential damages.

26. **OCCUPANCY INTERRUPTIONS:**
If the Center or any part thereof is destroyed or damaged by fire or any other cause, or if any unforeseen casualty, including strikes, labor disputes, war or acts of military authorities, shall render the performance of this Agreement difficult or impossible, this Agreement shall be automatically terminated. City shall not be held liable to Licensee for any damage caused by such termination and City shall be relieved from further liability by reason of this Agreement and no claims for compensation shall be made against City by Licensee. Any fees for the unused share of the license shall be refunded to Licensee. Licensee understands that City leases Center from the Sacramento City Public Facilities Financing Corporation and that all license agreements are subject to the terms and conditions of this lease. Should this lease terminate or expire or should the terms and conditions of this lease make it impossible or difficult to perform it obligations under this Agreement, The City shall not be liable to Licensee for any damages sustained by Licensee, whether direct or consequential, resulting therefrom.

27. **COMPLIANCE WITH LAWS:**
Licensee, its officers, agents, employees and invitees, shall comply with all applicable rules within the Sacramento Convention Center Facility Services Guide, and all other applicable laws, ordinances, and regulations of any governmental entity. No performance, exhibition or entertainment shall be held in the Center that is in violation of any law.

28. **NO ASSIGNMENT:**
Licensee shall not assign any right or obligation pursuant to this Agreement without the prior written consent of the General Manager. Any attempted or purported assignment without the General Manager's written consent shall be void and of no effect.

29. **PHOTOGRAPHY:**
Center retains the right to photograph any and all events for its own purposes.

30. **STORAGE:**
In the receipt, handling, care and custody of property of any kind shipped or otherwise delivered to the Center prior to, during or subsequent to the use of the Facilities by Licensee, Center and its employees shall act solely for the accommodation of the Licensee, and Center shall not be liable for any loss or damage to the property.

31. **SCHEDULING OF EVENTS:**
Unless otherwise specified in writing, General Manager shall be privileged to schedule other similar events before, during and after Licensee's event without notice or obligation to Licensee.

32. **LICENSEE NOT AGENT OF CENTER:**
Except as Center may specify in writing, Licensee and Licensee's personnel shall have no authority, express or implied, to act on behalf of Center in any capacity whatsoever as an agent. Licensee and Licensee's personnel shall have no authority, express or implied, to bind Center to any obligations whatsoever.

33. **LICENSE NOT LEASE:**
Licensee agrees that the portion of the Center assigned to Licensee is not leased to Licensee, that it is a Licensee and not a Lessee, and that its right to occupy the Facilities shall continue only so long as it strictly and promptly complies with each and all undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.

34. **POSSESSORY INTEREST TAX:**
This license may create a possessory interest subject to property taxation. Licensee shall be subject to payment of property taxes levied on the possessory interest by the County of Sacramento. State law requires a public entity renting or leasing its property to a private party to notify the private party about the potential tax. If imposed, the interest tax is equal to 1% of the assessed value. For further information about taxable possessory interests you may visit the County website at www.assessor.saccounty.net or call (916) 875-0700.

35. **NONRESIDENT TAX WITHHOLDING:**
Pursuant to California Revenue and Taxation Code sections 18662 et seq., Licensee shall withhold income and franchise taxes payable to the California Franchise Tax Board ("FTB") from payments it makes to nonresident entities performing services in the State of California related to this Agreement and shall timely pay this income and taxes to the FTB. Licensee hereby agrees to indemnify City for any penalties, claims, losses, costs, fees, liabilities, damages or injuries suffered by City resulting from Licensee's breach of this Section 35.

36. **AMERICANS WITH DISABILITIES ACT (ADA):**
Center warrants that it is in compliance with the Americans with Disabilities Act (ADA) and all regulations thereunder and acknowledges and agrees that the Center is responsible for the permanent building access accommodations such as wheelchair ramps, elevator standards, door width, seating accessibility, and auxiliary aids for the visually, hearing and mobility impaired.

37. **SIGNATURES REQUIRED:**
This Agreement shall have no force or affect whatsoever unless and until it has been executed by the Licensee and General Manager on behalf of the City of Sacramento. By its execution, Licensee covenants and agrees that it will faithfully perform and abide by each and every term, condition, and limitation of the license granted herein, each of which shall be a condition subsequent to continuance in effect of the license.



5.8.10

**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:**
Phoenix High School WASC Accreditation

**AGENDA ITEM AREA:**
Consent

**REQUESTED BY:**
Scott Leaman
Superintendent

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Scott Leaman
Superintendent

**FINANCIAL INPUT/SOURCE:**
All

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

---

## BACKGROUND:

Phoenix High School was recently awarded a five year accreditation from WASC. This accreditation is due to the staff's hard work and quality programs they offer.

## RECOMMENDATION:

No action is required.

# Accrediting Commission for Schools

533 Airport Boulevard, Suite 200
Burlingame, California 94010
(650) 696-1060 • Fax (650) 696-1867
mail@acswasc.org • www.acswasc.org

WPUSD
Received
MAY 27 2014
DISTRICT OFFICE

FRED VAN LEUVEN, ED.D.
*Executive Director*

MARILYN S. GEORGE, ED.D.
*Associate Executive Director*

COMMISSION MEMBERS

VALENE STALEY
*Chairperson*
Association of California School Administrators

DAMON KERBY
*Vice Chairperson*
California Association of Independent Schools

GRANT BENNETT
Association of California School Administrators

RICHARD BRAY
Association of California School Administrators

REBECCA BUETTNER
Association of California School Administrators

THOMAS BUTLER
Western Catholic Educational Association

RODNEY CHAMBERLAIN
Hawaii Association of Independent Schools

MARY ALICE CALLAHAN
California Federation of Teachers

CHAD COLDEN
Western Catholic Educational Association

DAVID J. CONDON
East Asia Regional Council of Schools

CHASE DAVENPORT
Charter Schools

WILLIAM ELLERBEE
California Department of Education

JON FERNANDEZ
Pacific Islands

CARLYN FUJIMOTO
Hawaii Government Employees' Association

MARTIN GRIFFIN
Association of California School Administrators

JOHN KERR
Postsecondary Education

MARY LUEBBEN
Association of California School Administrators

ANN MAHI
Hawaii State Department of Education

MICHAEL McCOY
Association of California School Administrators

BARBARA NUNES
California School Boards Association

KATHY RALSTON
California Association of Private School Organizations

LORRAINE RICHARDS
California Teachers Association

NINA RUSSO
Western Catholic Educational Association

CARL TAKAMURA
Public Member, Hawaii

SALLY TODD
Western Catholic Educational Association

BERIT VON POHLE
Pacific Union Conference of Seventh-day Adventists

JOEL WAHLERS
National Lutheran School Accreditation

SOPHIA WAUGH
California Congress of Parents and Teachers, Inc. (PTA)

DORIS YAMASHIRO-TANAKA
Hawaii State Teachers Association

JILL ZODROW
Hawaii State Department of Education

May 13, 2014

Mr. Michael Doherty
Principal
Phoenix High School
870 "J" Street
Lincoln, CA 95648

Dear Mr. Doherty:

The Accrediting Commission for Schools, Western Association of Schools and Colleges announces the action taken to grant accreditation to Phoenix High School through June 30, 2019 with a two-day mid-cycle review to take place in the spring of 2016.

The mid-cycle review requires a written progress report and a visit by a two- to five-member team. Enclosed please find the Mid-cycle Procedures. For additional information and/or assistance please contact the ACS WASC office.

The Commission looks forward to noting the school's continued focus on school improvement and its prompt attention to the critical areas for follow-up.

A certificate of accreditation will be forwarded to you in the near future.

Sincerely,

Valene Staley

Valene Staley, Ed.D.
Commission Chairperson

VS:fr

Enclosure: Mid-cycle Procedures

cc: Visiting Committee Chairperson
Superintendent

59.1

**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 |
| 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-Q

**AGENDA ITEM AREA:**
Consent Session

**REQUESTED BY:**
Michael Doherty
District Hearing Officer

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Administration

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
June 03, 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-Q

## RECOMMENDATION:

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

wp/rk/factform

5.10

**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:**
Mathematics

**AGENDA ITEM AREA:**
Consent

**REQUESTED BY:**
Michele Schuetz, Interim Assistant Superintendent
Terri Dorow, Director

**ENCLOSURES:**
No

**DEPARTMENT:**
Educational Services

**FINANCIAL INPUT/SOURCE:**
Restricted Lottery
Instructional Materials
Common Core funding

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

---

## BACKGROUND:

Western Placer Unified School District has completed the piloting process for grades TK-12$^{th}$ for Common Core State Standards-aligned curriculum for Mathematics. The piloting teachers have selected Digits, published by Pearson for grades 6-8$^{th}$.

## RECOMMENDATION:

Staff recommends approval of the Pearson Digits Mathematics Program for grades 6-8$^{th}$.

wp/rk/factform

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

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

**SUBJECT:**
Transitional Kindergarten Mathematics

**AGENDA ITEM AREA:**
Consent

**REQUESTED BY:**
Michele Schuetz, Interim Assistant Superintendent
Terri Dorow, Director

**ENCLOSURES:**
No

**DEPARTMENT:**
Educational Services

**FINANCIAL INPUT/SOURCE:**
Restricted Lottery,
Instructional Materials

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

## BACKGROUND:

Western Placer Unified School District has completed piloting Common Core State Standards-aligned curriculum for Mathematics for grades TK-12th. Implementation of the new programs will begin in August 2014. My Math published by Macmillan/McGraw-Hill has been selected for use in the Transitional Kindergarten classes.

## RECOMMENDATION:

Staff recommends approving the adoption of My Math for the Transitional Kindergarten classes.

wp/rk/factform

# 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<br>2. Foster a safe, caring environment where individual differences are valued and respected.<br>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.<br>4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.<br>5. Promote student health and nutrition in order to enhance readiness for learning. |

**SUBJECT:**

Approval of Out of State Travel

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Jay Berns, Principal, Lincoln High School

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LHS Media Arts Academy Grant

**MEETING DATE:**

June 3, 2014

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

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

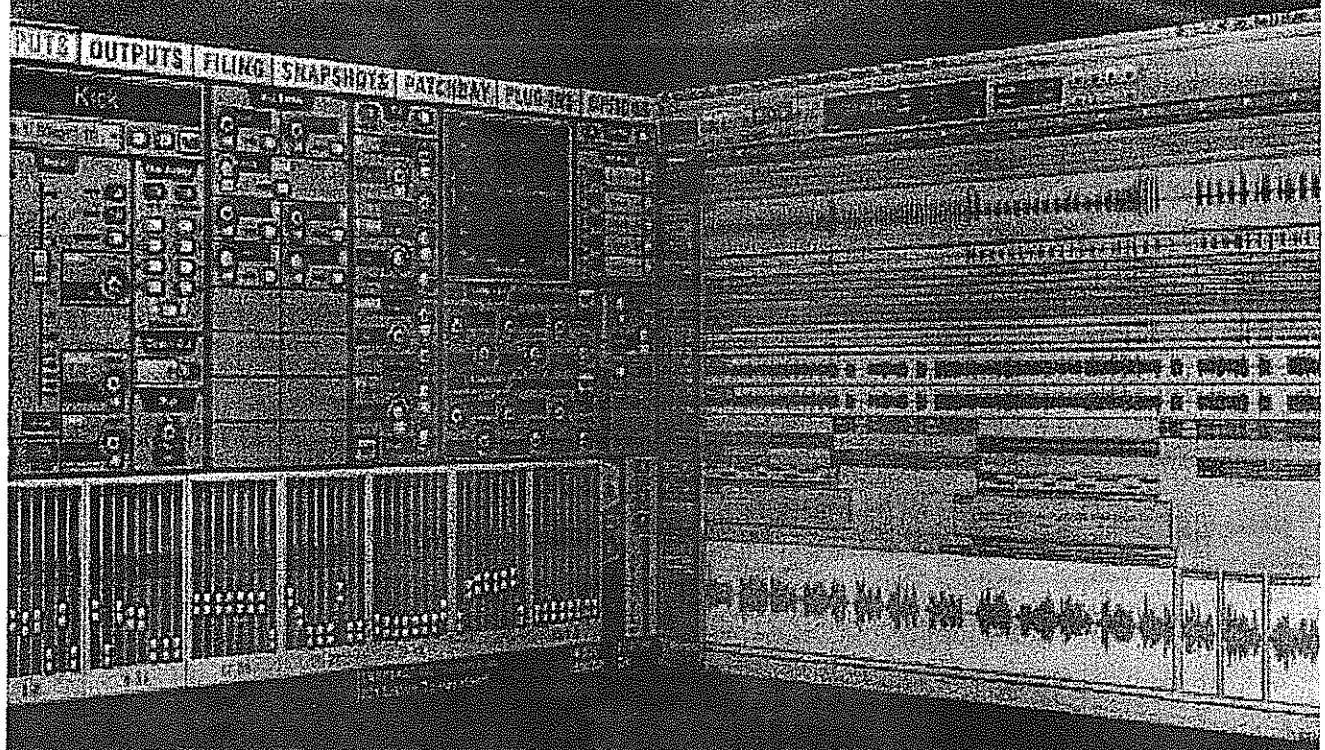
Lincoln High School secured a $50,000 "Specialized Secondary Programs" grant from CDE, to form a Media Arts Career Academy at Lincoln High School. Included in the grant budget was $2,500 for travel & conference, including attendance at a Technology Conference. The District's Medi-Cal Collaborative approved payment of David Hill's registration for ProMedia training in Dallas, Texas on June 6, 2014. The Specialized Secondary Programs grant will pay for his travel costs. This training will help prepare Mr. Hill to teach the three-class Sound Recording Technology class sequence.

This class was available in Los Angeles; however, Mr. Hill had a school band conflict with the dates it was offered. The Dallas location is the only one offered prior to June 30 (the end date of the grant).

**RECOMMENDATION:**

Administration recommends the Board approve this out-of-state travel.

# Avid Pro Tools Training




Avid Learning Partner

ProMedia TRAINING

THE PRO TOOLS TRAINING CENTER

5.13.1

5.13.2

## About ProMedia Pro Tools Training

ProMedia Training is the leader in hands-on courses related to accelerated audio production, recording, mixing and related multimedia training and education for musicians, producers, recording engineers, worship facilities and corporations. Also, being Avid's largest authorized Pro Tools training organization, Pro Media has certified more students than any other organization in the U.S. Our courses consist of a wide range of packages and programs and are delivered at all state-of-the-art facilities in Atlanta, Dallas, Miami, San Diego, New York, Nashville, Las Vegas, Los Angeles, Chicago, and Washington D.C. We also provide on-site training for corporations and worship facilities where professionals can advance their skills while learning in their own working environment. Accelerated training is the best option for professionals already in the audio world. ProMedia Training helps you apply your creativity using modern applications so your digital audio production skills match the pace of the industry.

## What makes ProMedia Training unique?

**ProMedia Faculty - Quality and Experience**

ProMedia Training Instructors bring decades of professional experience in the world of digital audio production to our students. Our training staff consists of the most esteemed personalities in the field of audio/music production, not academics or end-users who have been promoted to trainers. ProMedia Training Instructors have worked with some of the biggest names in the music industry including MTV, CNN, U2, Aerosmith, Ricky Martin, Steely Dan, Ozzy Osbourne, Bob Seger, Outkast, Dixie Chicks, Just to name a few! You will be taught by a faculty which boasts hundreds of Gold and Platinum albums, Grammy™ Awards and hundreds of well-recognized books and articles under their belt.





**Manufacturer Support**

ProMedia Training has long-standing partnerships with some of the most well-known and respected manufacturers in the audio industry including Avid/Digidesign, Apple, Propellerheads – makers of the renowned software Reason, M-Audio, McDSP, Sound Toys, WAVES and Shure among many others. Most of ProMedia Training classes are certified and approved by these manufacturers. This support by the manufacturer guarantees the credibility and quality of your training.

**Long Term Support and Commitment**

ProMedia Training is committed to your success. We want you to succeed as much as you want to succeed. ProMedia Training will see you through and ensure your success. If you do not pass your Pro Tools Certification Exam the first time, you may utilize our ProMedia Training support staff to help. If you require additional attention, you may retake certification courses for up to 6 months from your original training at no cost to you with the approval of the Executive Director. ProMedia Training is the only learning facility in the music and audio industry to make such a promise.

"It was extremely advantageous for me to attend these classes. This is the kind of training that any serious professional should attend to be able to build your skills in such a short period of time."

**Dan McClurg -MTV Networks.**

"I can't tell you how valuable this training was for the efficiency and workflow of our organization. You were so able to adapt the curriculum to our specific needs. Thank you."

**HBO**

5.13.3

## PRO TOOLS 101 >> Introductory
2 DAY CLASS • 16 HOURS

Pro Tools 101 takes a comprehensive approach to learning the fundamentals of Pro Tools|HD, Pro Tools LE, or Pro Tools M-Powered systems.

- Getting to know Pro Tools
- Creating your Pro Tools session
- Instruments and MIDI recording
- Importing media
- Recording & editing vocals
- Basic editing techniques
- Introduction to mixing
- Working with loops
- Using plug-ins
- Finalizing to burn audio CDs

**Prerequisites:** Basic computer knowledge including the ability to use a keyboard, mouse and a Apple or Windows based operating system.

## PRO TOOLS 110 >> Intermediate
3 DAY CLASS • 24 HOURS

Pro Tools 110 is an Avid Certified course that covers the key concepts and skills used in a semi-professional studio environment.

- Pro Tools I/O Set Up Overview
- Configuring & Routing MIDI
- Pro Tools Hardware Settings
- Using the Pro Tools Workspace Browser
- Batch Importing
- Recording MIDI & Audio
- Loop Recording
- Using Virtual Instruments
- Working in Relative Timescale
- Editing MIDI & Audio
- Region Grouping & Looping
- MIDI Properties
- Using AudioSuite Plug-Ins
- Intro to Beat Detective
- Using the Plug-In Window
- Using Sends & Returns
- Understanding and Working with Automation
- Using Time Based RTAS Plug-Ins

**Prerequisites:** Recommended completion of 101 course.



## PRO TOOLS CORE PACKAGE >> Beginner-Intermediate
Pro Tools 101, 110: 5 DAY CLASS • 40 HOURS

This accelerated 5-day, 40 clock-hour package includes two AVID/Digidesign Certified courses designed for aspiring recording and mixing engineers, musicians, DJ's, music producers and singer/songwriters who want to turn their creativity into reality. Our Audio Education guarantee will allow you to audit classes for up to six months for free.

**SOME OF THE HANDS-ON LESSONS YOU WILL LEARN INCLUDE:**

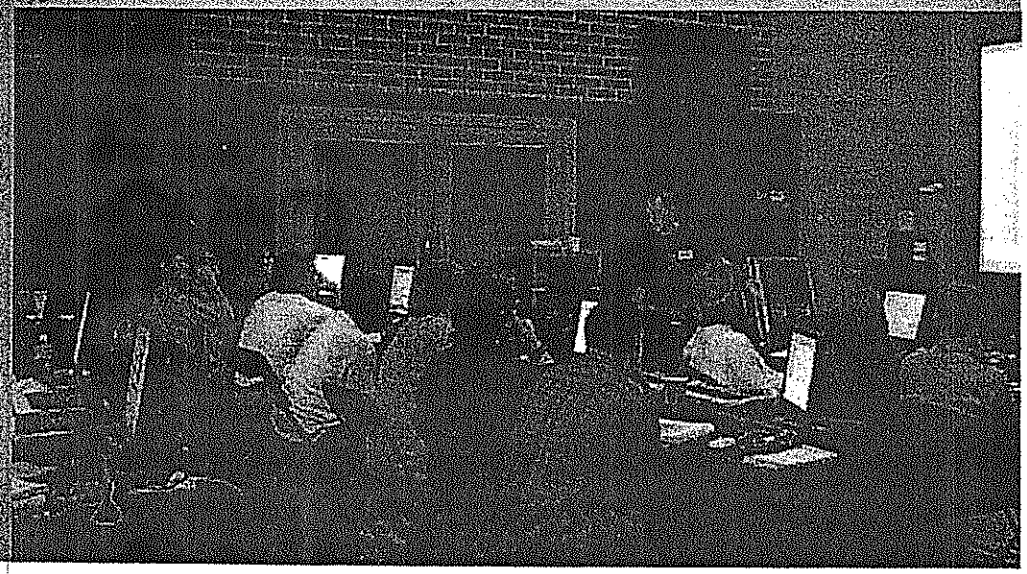
- Pro Tools Hardware & Software Set Up
- Make your first audio recording and MIDI recording
- Introduction to mixing
- Basic editing techniques
- Configuring & Routing MIDI
- Recording and Editing MIDI & Audio
- Loop Recording
- Using Virtual Instruments
- Using Plug-Ins
- Understanding and Working with Automation
- Using Time Based RTAS Plug-Ins
- Finishing your work

**COURSES INCLUDED:**

**PRO TOOLS 101** >> Introductory
2 DAY CLASS • 16 HOURS

**PRO TOOLS 110** >> Intermediate
3 DAY CLASS • 24 HOURS

Package Discount for 101 & 110
5 days/40 hrs
**Save!**



## PRO TOOLS 201 >> Advanced
2 DAY CLASS • 16 HOURS

Pro Tools 201 is a 2-day, Avid Certified course that covers the core concepts and skills you need to operate a Pro Tools system in a professional studio environment. Students will be using professional Pro Tools HD systems as well as control surfaces.

**PRO TOOLS 201**

- Introducing Pro Tools HD
- Customizing Pro Tools
- Session Management
- Converting Session Files
- DigiBase Browser Overview
- Selection Techniques
- Editing
- Using Strip Silence
- Using Auto Fades
- Automating Plug-Ins
- Writing, Editing, and Suspending Automation
- Mixing Preferences
- Track Signal Flow
- Inserts & Plug-Finishing the Session
- Internal & External Mixdown
- Digital Formats
- Basic Concepts of Digital Audio
- Working with Digidesign Control Surface Book Included

**Prerequisites:** Completion of the 101 and 110 courses are highly recommended.

"ProMedia's training was perfect for me. It was very powerful to witness the teacher's skills and knowledge. His style of teaching is very impressive. I like that I am now part of a network of Pro Tools Pros and can get answers when I need them. It was a great experience to live with the software and nothing else for a period of time. I really came to understand how fast this technology is moving and that training is so essential for me and my Department. Thanks again."

**University of Windsor - Dept. of Communications.**

"Coming from the analog world and being out of the business for a while, I needed to update my skills to the professional industry standard. You can have confidence in knowing that the Career Program at Pro Media will give you the tools to stay on the cutting edge of technology and be competitive in the industry."

**Marsha Radcliffe - Double Platinum Award Winning Producer**

"Even though I had significant Pro Tools experience, I'm really glad I started from the beginning and took all the courses straight through. It let me dive into the power of Pro Tools and helped me correct several bad and inefficient habits I had."

**Hit Factory**

## PRO TOOLS 210M >> Advanced II
3 DAY CLASS • 24 HOURS

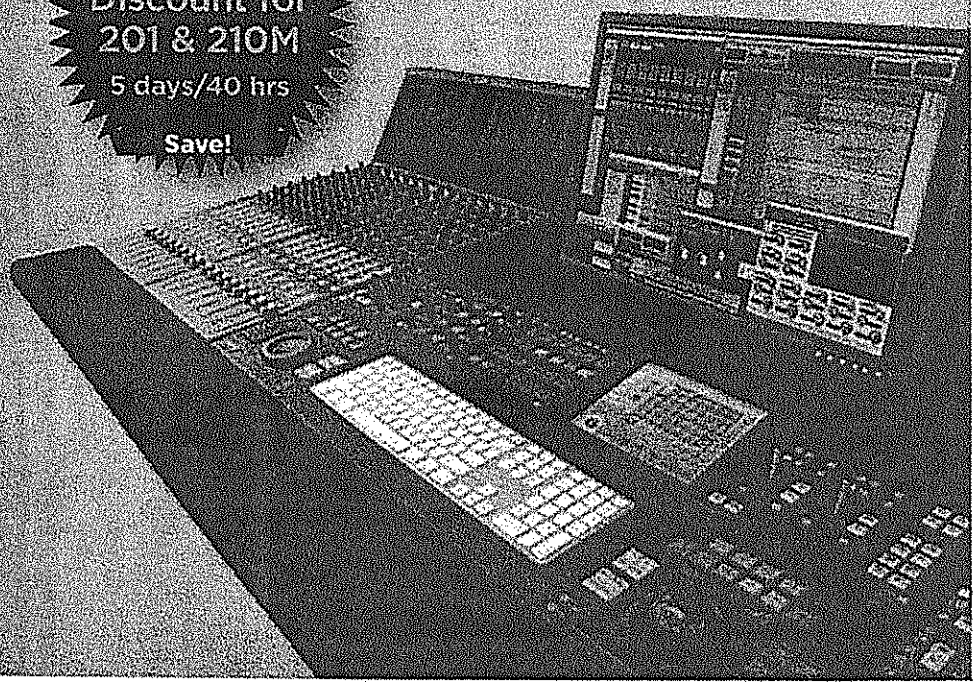
Pro Tools 210M is a 3-day, Avid Certified course that completes the skills needed to operate a sophisticated Pro Tools system in a professional environment with a focus on music. This is the final course needed prior to earn the Avid Operator Certification in Music.

**PRO TOOLS 210M**

- Interacting with External MIDI Devices
- Using MIDI Beat Clock
- Importing Data from Other Sessions
- Click & Countoff Options When Tracking
- Quick Punch
- Comping Multiple Takes
- Using Virtual Instruments
- Composing in a MIDI Environment
- Professional Editing Techniques
- Loop Editing
- Customizing Fades
- In Depth Beat Detective
- Editing Tempo
- Sampling in Pro Tools
- Customizing with Memory Locations
- Using Sound Replacer
- Arranging
- In Depth Region Grouping & Looping
- Mixing & Automation
- External Layback
- DSP Usage
- Pro Tools Keyboard Shortcuts

**Prerequisites:** Completion of the 101, 110 & 201 courses are highly recommended.

Package Discount for 201 & 210M
5 days/40 hrs
Save!



5.13.4

5.13.5

## PRO TOOLS OPERATOR CERTIFICATION >> Advanced

Pro Tools 101, 110, 201, 210M • 10 DAY CLASS • 80 HOURS

This accelerated 10-day, 80 clock-hour package includes four Certified Pro Tools Courses. Upon successfully completing the courses, you will take your Avid exams for Pro Tools Certification. This package goes in depth into sophisticated sound recording, mixing, and editing techniques, as well as beat detective, MIDI, elastic audio and much more to further your level of Pro Tools audio education. You will work with sophisticated Pro Tools systems and control surfaces throughout the curriculum. ProMedia Training also supports you through our various student resources and our audio education guarantee that allows you to audit Pro Tools classes for up to six months for free at any of our locations.

**SOME OF THE HANDS-ON LESSONS YOU WILL LEARN INCLUDE:**

- Pro Tools Hardware & Software Set Up
- Making your first audio recording and MIDI recording
- Introduction to mixing
- Basic editing techniques
- Recording and Editing MIDI & Audio
- Using Virtual Instruments
- Session Management
- Automating Plug-Ins
- Writing, Editing, and Suspending Automation
- Track Signal Flow
- Inserts & Plug-Finishing the Session
- Internal & External Mixdown
- Working with Digidesign Control Surfaces
- Interacting with External MIDI Devices
- Professional Editing Techniques
- In Depth Beat Detective
- Sampling in Pro Tools
- Using Sound Replacer
- External Layback
- Mixing schools of thought
- Understanding and applying Mixing concepts
- Mix chemistry: the human dynamics
- Tips, tricks & technique

"This program provided me with the essential tools and knowledge that greatly expanded my ability to be creative in a digital environment. There is simply no way I could have ever done this on my own."

**Jorge Barco - Numedia Soundworks**

"I just want to thank you all for everything you did for me. The classes were amazing, I can't even begin to explain how much I learned. Thanks again."

**Marino Radillo - Spanish Broadcasting System**

**COURSES INCLUDED:**

**PRO TOOLS 101** >> Introductory
2 DAY CLASS • 16 HOURS

**PRO TOOLS 110** >> Intermediate
3 DAY CLASS • 24 HOURS

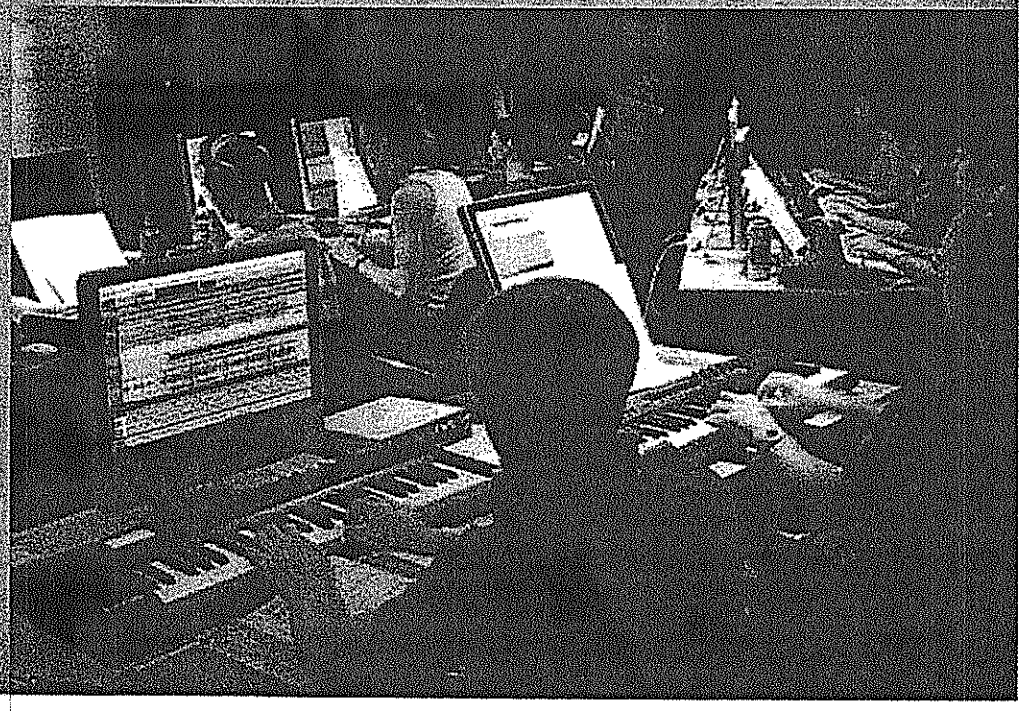
**PRO TOOLS 201** >> Advanced
2 DAY CLASS • 16 HOURS

**PRO TOOLS 210M** >> Advanced II
3 DAY CLASS • 24 HOURS

Package Discount for 101, 110, 201 & 210M
10 days/80 hrs
**Save!**

**WHAT AVID/DIGIDESIGN CERTIFICATION PROVIDES:**

- The best audio education on Pro Tools available
- Industry-wide recognition of your skills
- Listing on the Avid / Digidesign website for job opportunities



## PT 101

Beginner level. 2-days,
16 hours of hands-on training.
Recommended as 1st class.

**Item #: PT101**
**Type: Training**

## PT 110

Intermediate level. 3 days,
24 hours of hands-on training.
Recommended as 2nd class.

**Item #: PT110**
**Type: Training**

## CORE PACKAGE: 101, 110

Beginner to intermediate level.
Discount package for 5 days, 40 hours of hands-on training.

**Item #: PT101110**
**Type: Training**

## PT 201

Advanced level I. 2-days,
16 hours of hands-on training.
Recommended as 3rd class.

**Item #: PT201**
**Type: Training**

## PT 210M

Advanced level II. 3 days,
24 hours of hands-on training.
Recommended as 4th class.

**Item #: PT210M**
**Type: Training**

## DISCOUNT PACKAGE: 201 & 210M

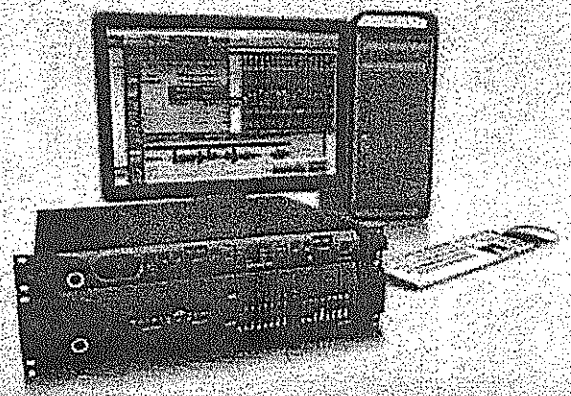
Advanced level
Discount package for
5 days, 40 hours of
hands-on training.

**Item #: PT201210M**
**Type: Training**

## OPERATOR CERTIFICATION 101, 110, 201, 210M

For those wanting to obtain
Operator Certification. 10 days
of hand-on training, 80 hours.
Includes testing fees.

**Item #: PTCERT**
**Type: Training**



## For Questions and Information:

- Visit us on the web at: **www.ProToolsTraining.com**
- Email us: **admissions@protoolstraining.com**
- Call ProMedia Training at : **888-277-0457** • Fax us: **832-201-0384**
- Fill out the order form & mail to Pro Media Training:
  **1909 Tigertail Blvd - Dania Beach, FL 33004**

## Order Form

Last Name _____

First Name _____ M.I. _____

Address _____ Apt./Unit _____

City _____ State _____ ZIP Code _____

E-Mail _____ Phone (  ) _____

Method of payment: Check (  ) VISA (  ) MasterCard (  )

Credit Card # _____ Exp. Date _____

Name as it appears on card _____

Signature _____

| Item No. | Price | Qty. | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Subtotal _____

Coupon Code _____

Tax _____

Total _____

5.13.6




# ProMedia TRAINING

## THE PRO TOOLS TRAINING CENTER

**Toll Free 888.277.0457**

**www.ProToolsTraining.com**

**1909 Tigertail Blvd - Dania Beach, FL 33004**

Avid/Digidesign Official Authorized Pro School

Pro Media Training is the largest U.S. Authorized Avid Training Center with locations throughout the U.S., providing Pro Tools Courses & Certification.

5.13.7

# Public

# Hearing

# 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:**

Public Hearing on 2014-15 Western Placer Unified School District LCAP

**AGENDA ITEM AREA:**

Public Hearing

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

June 3, 2014

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

Pursuant to Education Code (EC) 52062(b)(1), Western Placer Unified School District will hold a public hearing to solicit the recommendations and comments of members of the public regarding the specifications and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP).

The hearing will also solicit recommendations and comments from the public regarding spending priorities for base and supplemental funds. Written comments may be submitted to the district office or by emailing the district superintendent at sleaman@wpusd.k12.ca.us. Every written comment will receive a response from the superintendent.

**RECOMMENDATION:**

Administration recommends the Board hold a public hearing regarding the proposed 2014-15 LCAP.

8.1

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

# NOTICE OF PUBLIC HEARING

## 2014-15 LCAP

**Lincoln High School**
**Performing Arts Theater**
**790 J Street, Lincoln CA**
**June 03, 2014**
**7:00 P.M.**

Pursuant to Education Code (EC) 52062(b)(1), Western Placer Unified School District will hold a public hearing to solicit the recommendations and comments of members of the public regarding the specifications and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP).

The hearing will also solicit recommendations and comments from the public regarding spending priorities for base and supplemental funds. Written comments may be submitted to the district office or by emailing the district superintendent at sleaman@wpusd.k12.ca.us. Every written comment will receive a response from the superintendent.

Posted: May 29, 2014

8.1.1

## § 15497. Local Control and Accountability Plan and Annual Update Template

| | |
|---|---|
| **LEA:** | Western Placer Unified School District |
| **Contact Person:** | Scott Leaman |
| **Position:** | Superintendent |
| **E-mail Address:** | sleaman@wpusd.k12.ca.us |
| **Phone Number:** | 916-645-6350 |
| **LCAP Year:** | 2014 - 2017 |

**Introduction**

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

8.1.2

Introduction ..... 1
State Priorities ..... 3
Section 1: Stakeholder Engagement ..... 4
Section 2: Goals and Progress Indicators ..... 6
Description of Goals ..... 7
LCAP Year 1 (2014-15): Analysis of Progress ..... 10
LCAP Year 2 (2015-16): Analysis of Progress ..... 14
LCAP Year 3 (2016-17): Analysis of Progress ..... 17
Section 3: Actions, Services, and Expenditures ..... 21
A. Actions, Services and Expenditures for All Students ..... 22
LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students ..... 22
LCAP Year 1 (2014-15): Review of Actions, Services and Expenditures for All Students ..... 26
LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students ..... 28
LCAP Year 2 (2015-16): Review of Actions, Services and Expenditures for All Students ..... 32
LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students ..... 33
LCAP Year 3 (2016-17): Review of Actions, Services and Expenditures for All Students ..... 37
B. Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils ..... 38
LCAP Year 1 (2014-15): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils ..... 38
LCAP Year 1 (2014-15): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils ..... 39
LCAP Year 2 (2015-16): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils ..... 40
LCAP Year 2 (2015-16): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils ..... 41
LCAP Year 3 (2016-17): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils ..... 42
LCAP Year 3 (2016-17): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils ..... 43
C. Description/Justification of LCFF Expenditures ..... 44
D. Description of Increased Services for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils ..... 46

**State Priorities**
The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning
Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

Implementation of State Standards: implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes
Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement
Parent involvement: efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

## Section 1: Stakeholder Engagement

Instructions and Guiding Questions

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions

Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

Guiding Questions

1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

| Description of Involvement Processes Implemented | |
|---|---|
| **Involvement Process** | **Impact on LCAP** |
| LCAP Overview Presentation to Board of Trustees - February/March 2014 | Input regarding priorities and goals; discussion |
| LCFF/LCAP Budget Committee - Reps from Management, Site Administration, Certificated and Classified Associations - January-May 2014 | Input regarding priorities and goals; discussion; review of LCAP drafts and suggestions for revision |
| LCAP Discussions to Site Councils - February/March 2014 | Input re priorities and goals; discussion; review of LCAP drafts and suggestions for revision; alignment of Site Plans with LCAP |
| SPAR (Suicide Prevention and Response) Committee - March/April 2014 | District and County mental health, counseling and other professionals' Input re priorities and goals |
| District C & I Meetings - LCAP Agendized Items - February/April 2014 | Site Administration and Management discussion re LCAP priorities and goals - input into LCAP |
| ELAC and DELAC LCAP Presentations - March/May 2014 | Discussion and input into priorities, goals and services |

S1 of 8

| Description of Involvement Processes Implemented | |
|---|---|
| **Involvement Process** | **Impact on LCAP** |
| Stakeholder Survey - March-April 2014 | Discussion at LCFF/LCAP Budget Committee and Management; input into LCAP goals and services |
| Student Wellness Committee - March/April 2014 | District certificated and classifed reps, District Nursing Services, Students, Board member, District Management discussion re LCAP priorities and goals - input into LCAP |
| LCAP Updates to Board of Trustees - April/May 2014 | Discussion and revisions |
| Public Hearing and LCAP Draft to Board of Trustees - June 2014 | Discussion and revisions |
| Final Approval of LCAP - Board of Trustees - June 2014 | Approval |

**Section 2: Goals and Progress Indicators**

Instructions and Guiding Questions

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for each state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.

Instructions:

Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Guiding Questions:

1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
4) What are the LEA's goal(s) to address locally-identified priorities?
5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
9) What information was considered/reviewed for individual school sites?
10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

L.1.8

**Section 2: Goals and Progress Indicators**

[1] What needs have been identified and what metrics are used to measure progress?
[2] Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.
[3] Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.
[4] Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.

| Description of Goals | | | | |
|---|---|---|---|---|
| **Identified Need and Metric[1]** | **Description of Goal** | **Applicable Pupil Subgroup(s)[2]** | **School(s) Affected[3]** | **Related State and Local Priorities[4]** |
| 1. Need:: Proficiency in Literacy (ELA), Mathematics & Science -<br><br>Metrics: SBAC, CST (Science), API, District-wide Common Assessments | All students will reach high standards in Literacy (ELA), Mathematics & Science | ALL | ALL | 1, 2, 3, 4, 5, 7, 8 |
| 2. Need: Proficiency in English Language, Literacy (ELA), Mathematics, & Science<br><br>Metrics: CELDT, SBAC, CST (Science), API, AMAOs, Reclassification Rates, District-wide Common Assessments | All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | English Learners (EL); Reclassified Fluent English Proficient (RFEP) Students; Students with Disabilities (SWD); Socio Economically Disadvantaged (SED) Students; Hispanic; Foster Youth (FY) | ALL | 1, 2, 3, 4, 5, 7, 8 |
| 3. Need: Recruit and maintain and attract highly qualified and trained certificated and classified staff<br><br>Metrics: HQT Rates; Professional Development Records, Appropriately credentialed | All students will be taught by highly qualified staff | ALL | ALL | 1, 2, 4, 5, 6, 7,8 |

| Description of Goals | | | | |
|---|---|---|---|---|
| **Identified Need and Metric[1]** | **Description of Goal** | **Applicable Pupil Subgroup(s)[2]** | **School(s) Affected[3]** | **Related State and Local Priorities[4]** |
| teachers for assignments | | | | |
| 4. Need:<br>Expand College/Career Readiness<br><br>Metrics:<br>CAHSEE Pass Rates, Graduation Rates, A-G Completion Rates, CTE Completion Rates, AP Enrollment Rates, AP Exam Pass Rates, LHS Four-Year Career Pathways, Access to board course of study PreK-12, EAP, CCSS Aligned Curriculum, Teacher Observation | All students will graduate from high school college and career ready | ALL (Monitor subgroups as well as all) | ALL | 1, 2, 3, 4, 5, 7, 8 |
| 5. Need:<br>Increase Safety,School Learning Environment, Health and Support Services<br><br>Metrics:<br>Facility Inspection Tool (FIT), AVID Enrollment, Suspension/Expulsion Rates, PBIS/SWIS Referral Data, Attendance Rates, Chronic Absenteeism Rates,CHKS Survey, PFT, Services for Foster Youth, Staff Observation | ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | ALL | ALL | 3, 5, 6 |
| 6. Need:<br>Increase current levels of | WPUSD will have clear communication with parents and community members that is | All | All | 3, 4, 8 |

2.1.18

| Description of Goals | | | | |
|---|---|---|---|---|
| **Identified Need and Metric[1]** | **Description of Goal** | **Applicable Pupil Subgroup(s)[2]** | **School(s) Affected[3]** | **Related State and Local Priorities[4]** |
| community and parent involvement.<br><br>Metrics:<br>District-wide goal, survey, participation rates, Rates of Parent Involvement in Decision Making, Rates of Parent Participation in Programs for Unduplicated Pupils and Special Needs Subrgroups | regular and consistent to enhance district programs and student learning. | | | |

**Section 2: Goals and Progress Indicators**

[1] Based on identified metric.

| LCAP Year 1 (2014-15): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | Per CDE and legislation, California Standards Tests (CST's) have been eliminated for 2014 for all areas except Science, and have been replaced with this year's SBAC Pilot Test for ELA and Math. There are no student scores in the 2014 SBAC test. We will monitor the CST Science results; district-wide local measures of assessment for K/5 Reading fluency and Math fluency through will be used for 2013/14 to monitor student progress in ELA and Mathematics. For grades 6/12, district-wide local measures of assessments monitoring ELA/Math progress. | All students TK-12 will benefit from rigorous instruction focused on Common Core State Standards (CCSS), taught with CCSS aligned instructional materials. Support/enrichment materials, and home to school activities will raise the depth of knowledge and conceptual understanding of all students. All students will show improvement in proficiency rates of 3% for ELA & Math (local benchmark assessments for 2013/14 and 2014/15) and for Science (Grades 5, 8, 10 CST scores), the District will begin the discussion on Science standards with a focus on providing 21st Century and STEM learning opportunities. Science proficiency rates will increase by 3% as measured by CST scores and district-wide local measures of assessment. Students will be engaged in their learning as measured by teacher observations and evaluation of student work. GATE students will still be clustered for instruction in regular neighborhood school classes or in District magnet programs with a more rigorous program. There will be a .5% percentage increase of teachers who will receive their GATE Certification. There will be universal access for ALL students, including low income, EL, and Foster Youth in all core curriculum. A broad and complete instructional program, embedded with DOK strategies, integrated technology and 21st Century Skills will be offered to ALL students (Ed Code 51210 and 51220). There will be sufficient textbooks for all students. Quarterly reports will show Williams compliance for instructional materials. |
| 2. All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | California Standards Tests (CST's) have been eliminated by the State for all areas except Science, and have been replaced with this year's SBAC Pilot Test for ELA and Math. There are no student scores in the 2014 SBAC test. We will monitor the CST Science results; district-wide local | All EL, RFEP, SWD, SED and FY students will show improvement in proficiency rates by 3% for ELA & Math (district-wide local measures of assessment will be used for 2013/14 and 2014/15) and for Science (Grades 5, 8, 10 CST scores) EL students will show |

| LCAP Year 1 (2014-15): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| | measures for K/5 Reading fluency and Math fluency will be used for 2013/14 to monitor student progress in ELA and Mathematics. For grades 6/12, district-wide local measures of ELA/Math progress will be used. CELDT scores are being monitored for EL students; English Learner student progress on English Language is monitored through CBM reading fluency assessments every two weeks. ISP's (Intervention Services Providers) are being used to provide intervention services to struggling students, under the supervision of a certificated teacher. Many RSP teachers also are providing intervention services to non-special education students, keeping caseloads lower and providing less-costly, quality service. Grade level PLCs are analyzing student data to inform instructional strategies and identify students for intervention or enrichment. | improvement in CELDT , AMAO's 1, 2, & 3 (in 13-14 AMAO 1 missed target by 2% and AMAO 3 students scored 34.5% with a target of 89%). EL students scoring Levels 1,2 and 3 will increase 1 CELDT level, Reclassification levels will increase by 3%, Academic intervention (Response to Intervention - RtI) services will continue to be offered to students at all grade levels to provide support to struggling students before they fail or need more intensive specialized services. The Summer School Credit Recovery Program and the Summer Extended Year Program will be administered separately. The Summer Credit Recovery Program will utilize online curriculum delivered by a WPUSD HQT instructor and through Odysseyware, to maximize success and student engagement. Differentiated and blended learning will be offered to ALL students, targeting low income, Els, students with special needs, homeless and foster youth, as well as GATE. All students will benefit from learning opportunities with technology integration and enhancing lessons to increase student.learning. Parents and students will benefit from tutorial support and parent education opportunities. |
| 3. All students will be taught by highly qualified staff | Extensive professional development in Common Core State Standards for Literacy and Mathematics have been provided to all teachers K/12. | All teachers and support staff will use CCSS strategies (text-dependent questions, Socratic Seminars, DOK 3/4 projects, performance/project tasks, close reading, writers workshop for narrative and expository text) to keep students engaged in the learning process.PLC Professional Development will continue as the District works with teachers to analyze data to improve student learning opportunities at a rigorous level. All teachers will be trained on the new math adoption in order to implement the adoption with fidelity. Site teams will be trained on integrating ELD standards within the ELA standards.The percentage of highly qualified teachers will increase by 3% to reach 93% district-wide. Teachers having appropriate credentials for their assignment area will increase to 99%. |

| LCAP Year 1 (2014-15): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| 4. All students will graduate from high school college and career ready | A - G completion rates were at 47% for the class of 2013; 10th grade CAHSEE pass rates were over 90% in both ELA and math. LHS has fully developed four-year pathways in Agriculture and Engineering; they are filling out a four-year pathway in Media Arts and ICT and are launching a four-year Biomedical pathway in 2014/15. | CAHSEE 10th grade pass rates will remain above 90% in ELA and Math for ALL students and ALL subgroups; There will be an increase to 55% of ALL graduating seniors including ALL subgroups will complete A - G requirements; ALL graduating seniors will have taken at least one CTE course; ALL subgroups will show AP enrollment rates commensurate with their overall school site representation; AP Exam Pass rates will be over 60%; LHS will fully develop five four-year career pathways - Agriculture, Engineering, Biomedical, Media Arts, and Information Communication Technology (ROP), Drop-out rates will decrease from 3.1% to 3%. All students TK-12th grades, including subgroups ELs, RFEP, SWD, SED, FY will be provided rigorous learning opportunities embedded with technology integration, 21st century skills for college and career readiness. Student engagement and achievement will be a target for all grade level PLCs. Increase participation of ALL students in enrichment opportunities such as Robotics, Odyssey of the Mind, Engineering Club, and STEM activities with opportunities working on 21st Century Skills and DOK strategies. |
| 5. ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | The implementation of PBIS at five campuses has been extremely positive in providing consistent expectations and supports for student behavior; co-funding school psychologists through general funds and mental health grant monies has allowed us to add school psychologist time and to have our school psychologists provide support counseling for students in need; the addition of a Mental Health Specialist (for students with mental health needs on their IEP's) and a Social Worker (for broader general education support services), both funded through specialized grant funding, has also provided additional support for students; the AVID (Advancement Via Individual Determination) program is flourishing at Glen Edwards Middle School and Lincoln High School. | Maintain high FIT scores for individual school facility maintenance and repair; Continued to maintain low suspension/expulsion rates; PBIS (Positive Behavior Intervention and Support) program support on 5 campuses (LHS, GEMS, COES, CCC, and TBES), evidence of continued drop in referral rates on those campuses; Social Worker and Mental Health Specialist support will be increased, as will School Psychologist mental health/social/emotional support; improvement in CHKS scores for students' sense of connection on campus; Preschool and TK classes will focus on social emotional foundations,3% improvement in PFT scores for students' health/physical fitness; improve attendance rates at all sites to 97% (currently 95.6%); continue to decrease chronic absenteeism from 18 SARB and 30 SAM referrals, drop-out rates will decrease from 3.1% |

| LCAP Year 1 (2014-15): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| | | to 3%, significant subgroup students (EL, Hispanic, SED, FY) will be well-represented in the AVID program, Increased support for maintenance and updates for District facilities to provide clean and safe environments, the quarterly Williams report will show compliance in maintained facilities ; All campuses will have a safe, well maintained learning environment free from physical, emotional, and digital harassment. |
| 6. WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | WPUSD has many avenues for parent participation at the District level including, DELAC, DAC, Site Councils, Parent Teachers Clubs, Facility Needs Committee, Wellness Committee. | There will be increased number of responses through parent surveys, enhance website to increase information to parents and the community, increase parent participation in events and meeting where parents are not proportionately represented. There will be an increased opportunity for parents of EL, RFEP, SWD, SED, and Foster Youth parents/guardians to give input in decision making at district and school sites as monitored through meeting participation. Recruit, maintain, and expand attendance in district and site Parent Education classes. |

**Section 2: Goals and Progress Indicators**

[1] Based on identified metric.

| LCAP Year 2 (2015-16): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | We will continue to monitor the CST Science results; district-wide local measures of assessment for K/5 Reading fluency and Math fluency through will be used for 2014/15 to monitor student progress in ELA and Mathematics. For grades 6/12, local measures of assessment for ELA/Math progress will be used. Additionally, initial SBAC student scores will be established in ELA and Mathematics in Grades 3 - 8 and 11 to establish a baseline to monitor growth the following year. | We will continue the integration of rigorous instruction aligned with CCSS strategies and materials. All students will show improvement of 3% proficiency rates for ELA & Math (district-wide local measures of assessment for 2013/14 and 2014/15) and for Science on state and local assessments. Continued focus will be on student engagement as measured by teacher observation and student work samples. Maintain the quality GATE programs where GATE students are clustered for instruction in regular neighborhood school classes or in District magnet programs with a rigorous curriculum. The Assistant Superintendent and Director of Educational Services will continue District coordination of academic programs and professional development and implementation of Common Core State Standards in core subject areas.Maintain the broad and complete instructional program as the District increases opportunities for a more rigorous, STEM, and 21st Century skill based curriculum.Continue to provide sufficient textbooks as the District prepares for the CCSS aligned ELA adoption. The CCSS aligned math program will be fully implemented with fidelity. Follow up staff development will be offered as needed to ensure students are grasping the conceptual understanding of all mathematical practices. |
| 2. All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | We will monitor the CST Science results; district-wide local measures of assessment for K/5 Reading fluency and Math fluency will be used for 2013/14 to monitor student progress in ELA and Mathematics. For grades 6/12, district-wide local measures of assessment for ELA/Math will be used. We will continued to monitor CELDT scores and reclassification rates for EL students. We will continue to monitor EL progress through CBM fluency assessments. Grade level PLCs will continue to monitor data to makes | RtI and ELD services will be provided through a centralized model, with the District Program Specialist for Interventions, Assistant Superintendent and Director of Educational Services providing direction for those programs. Continue the District progress monitoring that currently is done every two weeks (through CBM reading fluency checks) will be expanded to include progress monitoring for significant subgroup students (SWD, SED, FY, Hispanic) |

SIT & T

| LCAP Year 2 (2015-16): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| | decisions on student needs for intervention or enrichment. | who are behind in their proficiency targets. Students will be engaged in their classes and their families will be engaged in their education as monitored by staff observation and student work samples. The District will continue to work with site teams to create ELA lessons with embedded ELD standards. The Assistant Superintendent and Director of Education Services will continue to work with site administrators and the Intervention Specialist to develop and maintain strong intervention programs for our targeted population of EL, RFEP, SWD, SED, and FY. |
| 3. All students will be taught by highly qualified staff | Extensive professional development in Common Core State Standards for Literacy and Mathematics have been provided to all teachers K/12. We will contain to monitor the staff development needs to improve student achievement as we move through the adoption cycle for implementation of CCSS aligned materials. We will continue to recruit and maintain HQT to strive for 100% HQT district-wide. | All teachers and support staff will continue to implement CCSS strategies (text-dependent questions, Socratic Seminars, DOK 3/4 projects, performance/project tasks, close reading, writers workshop to increase student engagement and student learning at a more rigorous level for ALL students, including subgroups of EL, REP, SWD, SED, FY. The percentage of HQT will increase by 3% to reach 96% district-wide. |
| 4. All students will graduate from high school college and career ready | A - G completion rates were at 47% for the class of 2013; 10th grade CAHSEE pass rates were over 90% in both ELA and math. LHS has fully developed four-year pathways in Agriculture and Engineering; they are filling out a four-year pathway in Media Arts and ICT and are launching a four-year Biomedical pathway in 2014/15. | CAHSEE 10th grade pass rates will remain above 90% in ELA and Math for ALL students and ALL subgroups; increasing 5% of ALL graduating seniors including ALL subgroups will complete A - G requirements; ALL graduating seniors will have taken at least one CTE course; ALL subgroups will show AP enrollment rates commensurate with their overall school site representation; AP Exam Pass rates will be over 60%; Maintain the CTE course. LHS will fully develop five four-year career pathways - Agriculture, Engineering, Biomedical, Media Arts, and Information Communication Technology (ROP). |
| 5. ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | The implementation of PBIS at five campuses has been extremely positive in providing consistent expectations and supports for student behavior; co-funding school | Maintain high FIT scores for individual school facility maintenance and repair; Continued low suspension/expulsion rates; PBIS (Positive Behavior |

| LCAP Year 2 (2015-16): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| | psychologists through general funds and mental health grant monies has allowed us to add school psychologist time and to have our school psychologists provide support counseling for students in need; the addition of a Mental Health Specialist (for students with mental health needs on their IEP's) and a Social Worker (for broader general education support services), both funded through specialized grant funding, has also provided additional support for students; the AVID (Advancement Via Individual Determination) program is flourishing at Glen Edwards Middle School and Lincoln High School. | Intervention and Support) program support on 5 campuses (LHS, GEMS, COES, CCC, and TBES), show evidence of continued drop in referral rates on those campuses; Begin the PBIS program for Sheridan Elementary School; Maintain Social Worker and Mental Health Specialist support; School Psychologist mental health/social/emotional support for Pre-school -12th grade;increase improvement in CHKS scores for students' sense of connection on campus; increase improvement in PFT scores for students' health/physical fitness; improve attendance rates at all sites to 98%; continue drop of chronic absenteeism monitored through referrals to SARB (elementary) and SAM (high school), significant subgroup students (EL, Hispanic, SED, FY) will be well-represented in the AVID program; decrease drop-out rates to 2.5% targeting All EL, RFEP, SWD, SED, FY high school seniors to meet graduation requirements. Maintain compliance on the Quarterly Williams Report. |
| 6. WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | WPUSD has many avenues for parent participation at the District level including, DELAC, DAC, Site Councils, Parent Teachers Clubs, Facility Needs Committee, Wellness Committee, Parent Education classes. | Continue and increase responses from parent surveys, enhance website to provide information to parents and community members, increase parent participation in which parents are not proportionately represented. Continue focus to increase EL, RFEP, SWD, SED, FY parents/guardians opportunities for input into decision making for the District and Site. Maintain and expand the quality Parent Education program. |

**Section 2: Goals and Progress Indicators**

[1] Based on identified metric.

| LCAP Year 3 (2016-17): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | We will continue to monitor the CST Science results; district-wide local measures of assessment for K/5 Reading fluency and Math fluency will be used for 2014/15 to monitor student progress in ELA and Mathematics. For grades 6/12, district-wide local measures of assessment of ELA/Math progress will be used. Additionally, initial SBAC student scores will be established in ELA and Mathematics in Grades 3 - 8 and 11 to establish a baseline to monitor growth the following year. | Elementary class sizes will be reduced to below their current 27 - 29 average at grades 1 - 3. ALL students' proficiency rates will increase 5% in ELA, Math and Science as measured by state and local assessments. NGSS Science Standards will start to be embedded into the curriculum. Start the development process for creating local benchmark assessments for Science in grades 3-8th. Continue to monitor progress in Science subject areas 9-12. Graduation, Cashee passage, Reclassification rates and attendance rates will increase for ALL students in the identified subgroups. TK-12th grade students will utilize DOK strategies, inquiry-based investigation, 21st Century skills, integrated technology, and reflect a deeper conceptual understanding of ELA, Mathematical and Science concepts in their performance based tasks. ELD standards will be fully embedded within the ELA standards. ELD strategies will be incorporated in differentiated classroom instruction supporting the learning of targeted subgroups.Math curriculum will be fully implemented increasing mathematical thinking and vocabulary. |
| 2. All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | We will monitor the CST Science results; district-wide local measures of assessments for K/5 Reading fluency and Math fluency will be used for 2013/14 to monitor student progress in ELA and Mathematics. For grades 6/12, district-wide local measures of assessments ELA/Math will be used. | Elementary class sizes will be reduced to below their current 27 - 29 average at grades 1 - 3. ALL students' proficiency rates will increase 5% in ELA, Math and Science as measured by state and district-wide local assessments. NGSS Science Standards will start to be embedded into the curriculum as we start to move toward a science adoption. We will start building local benchmark assessments for Science will be created for grades 3-8th. We will continue monitoring Science assessments 9-12. Graduation, Cashee passage, Reclassification rates and attendance rates will increase for ALL students in the identified subgroups. TK-12th grade students will utilize DOK strategies, |

| LCAP Year 3 (2016-17): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| | | inquiry-based investigation, 21st Century skills, integrated technology, and reflect a deeper conceptual understanding of ELA, Mathematical and Science concepts in their performance based tasks. ELD standards will be fully embedded within the ELA standards. ELD strategies will be incorporated in differentiated classroom instruction supporting the learning of targeted subgroups.Math curriculum will be fully implemented increasing mathematical thinking and vocabulary. |
| 3. All students will be taught by highly qualified staff | Extensive professional development in Common Core State Standards for Literacy and Mathematics have been provided to all teachers K/12. | All teachers and support staff will use CCSS strategies (text-dependent questions, Socratic Seminars, DOK 3/4 projects, performance/project tasks, close reading, writers workshop for increased student engagement, conceptual understanding, and student achievement. The percentage of HGT will increase by 4% so that 100% of teachers are both highly qualified and have the appropriate credential for their assignment. The percentage of GATE certified teachers will increase by 1%. Staff development will begin as the District moves forward to adopt the CCSS aligned state approved ELA program. |
| 4. All students will graduate from high school college and career ready | A - G completion rates were at 47% for the class of 2013; 10th grade CAHSEE pass rates were over 90% in both ELA and math. LHS has fully developed four-year pathways in Agriculture and Engineering; they are filling out a four-year pathway in Media Arts and ICT and launched a four-year Biomedical pathway in 2014/15. | CAHSEE 10th grade pass rates will remain above 91% in ELA and Math for ALL students and ALL subgroups; increase to 65% of ALL graduating seniors including ALL subgroups, ALL students will complete A - G requirements; ALL graduating seniors will have taken at least one CTE course; ALL subgroups will show AP enrollment rates commensurate with their overall school site representation; AP Exam Pass rates will be over 65%; LHS will have fully developed five four-year career pathways - Agriculture, Engineering, Biomedical, Media Arts, and Information Communication Technology (ROP); TK-12the grade students will participate in a learning environment which will provide instructional practices based on DOK strategies, 21st Century skills, inquiry-based investigation, rigor to deepen conceptual understanding and higher level thinking for ALL |

| LCAP Year 3 (2016-17): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| | | students, including subgroups of EL, RFEP, SWD, SED, and Foster Youth. |
| 5. ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | The implementation of PBIS at five campuses has been extremely positive in providing consistent expectations and supports for student behavior; co-funding school psychologists through general funds and mental health grant monies has allowed us to add school psychologist time and to have our school psychologists provide support counseling for students in need; the addition of a Mental Health Specialist (for students with mental health needs on their IEP's) and a Social Worker (for broader general education support services), both funded through specialized grant funding, has also provided additional support for students; the AVID (Advancement Via Individual Determination) program is flourishing at Glen Edwards Middle School and Lincoln High School. | CAHSEE 10th grade pass rates will remain above 91% in ELA and Math for ALL students and ALL subgroups; increase to 65% of ALL graduating seniors including ALL subgroups, ALL students will complete A - G requirements; ALL graduating seniors will have taken at least one CTE course; ALL subgroups will show AP enrollment rates commensurate with their overall school site representation; AP Exam Pass rates will be over 65%; LHS will have fully developed five four-year career pathways - Agriculture, Engineering, Biomedical, Media Arts, and Information Communication Technology (ROP); TK-12the grade students will participate in a learning environment which will provide instructional practices based on DOK strategies, 21st Century skills, inquiry-based investigation, rigor to deepen conceptual understanding and higher level thinking for ALL students, including subgroups of EL, RFEP, SWD, SED, and Foster Youth.<br>Additional staffing to support school culture will be attained. The District maintains clean and safe campuses with no Williams compliance issues, emergency/safety protocols are maintained, character development, and "no tolerance" for bullying and harassment has been implemented, graduation and attendance rates have increased for all students, including targeted subgroups. Chronic absenteeism as monitored through SARB and SAM referrals have decreased. Drop-out rates have decreased to 2%. Preschool and TK classes are based on social and emotional learning as well as Foundation and K standards. All students will experience greater levels of engagement and achievement as a result of the safe and supportive learning environment. |
| 6. WPUSD will have clear communication with parents and community members that is regular and | WPUSD has many avenues for parent participation at the District level including, DELAC, DAC, Site Councils, Parent | Maintain and continue parent surveys, enhance current website to provide more information focused |

| LCAP Year 3 (2016-17): Analysis of Progress | | |
|---|---|---|
| **Description of Goal** | **Analysis of Progress** | **What will be different / improved for students?[1]** |
| consistent to enhance district programs and student learning. | Teachers Clubs, Facility Needs Committee, Wellness Committee. | on student learning opportunities, increase parent participation in which parents are not proportionately represented. Increased participation with parents/guardians of EL, RFEP, SWD, SED, and Foster Youth in their child's educational program will increase student learning. |

## Section 3: Actions, Services, and Expenditures

### Instructions and Guiding Questions

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

### Instructions:

Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve Low-Income, English Learner, RFEP, and/or Foster Youth Pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

### Guiding Questions:

1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
2) How do these actions/services link to identified goals and performance indicators?
3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

## Section 3: Actions, Services, and Expenditures

### A. Actions, Services and Expenditures for All Students

A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA's budget.

[1] Include and identify all goals from Section 2
[2] From Section 2
[3] Indicate if school-wide or LEA-wide
[4] What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

**LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students**

| Description of Goal[1] | Related State and Local Priorities[2] | Level of Service[3] |
|---|---|---|
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |

**Level of Service**

| Action and Services | Proposed Expenditures | Type | Funding Source | Amount |
|---|---|---|---|---|
| 1.1 Instruction | Current Certificated Salaries - General (Management, Administration, Teachers) Unrestricted,CSR,EPA | 1000-1999: Certificated Personnel Salaries | Base | 20,600,000 |
| | Certificated Salaries - Support (EL, Intervention, AVID, School Psychologists), LCFF Supplemental, EIA | 1000-1999: Certificated Personnel Salaries | Supplemental | 130,000 |
| | Classified Salaries - General | 2000-2999: Classified Personnel Salaries | Base | 1,500,000 |
| | Classified Salaries - Support LCFF Supplemental, EIA | 2000-2999: Classified Personnel Salaries | Supplemental | 122,000 |
| | Employee Benefits - General | 3000-3999: Employee Benefits | Base | 7,700,000 |
| | Employee Benefits - Support LCFF Supplemental, EIA | 3000-3999: Employee Benefits | Supplemental | 75,000 |
| | Textbooks, Instructional Materials, and Supplies - General | 4000-4999: Books And Supplies | Base | 1,300,000 |

| LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students | | | | | |
|---|---|---|---|---|---|
| | | Textbooks, Instructional Materials, and Supplies - Support LCFF Supplemental, EIA | 4000-4999: Books And Supplies | Supplemental | 533,000 |
| | | Instructional Technology - Support LCFF Supplemental, EIA | 0000: Unrestricted | Supplemental | 20,000 |
| 1.2 | Professional Development | Professional Development - General PAR,Prof Dev | 1000-1999: Certificated Personnel Salaries | Base | 15,000 |
| | | Professional Development - General - Lottery | 4000-4999: Books And Supplies | Other | 126,000 |
| | | Professional Development - General - PAR,Prof Dev | 5000-5999: Services And Other Operating Expenditures | Base | 66,000 |
| | | Common Core Staff Development, Training Technology Infrastructure, Technology Equipment - CCFunds | 0000: Unrestricted | Other | 600,000 |
| 1.3 | Nutrition/Food Services | Classified Salaries - General | 2000-2999: Classified Personnel Salaries | Base | 648,000 |
| | | Classified Benefits - General | 3000-3999: Employee Benefits | Base | 312,000 |
| 1.4 | Transportation | Classified Salaries - General | 2000-2999: Classified Personnel Salaries | Base | 440,000 |
| | | Classified Benefits - General | 3000-3999: Employee Benefits | Base | 214,000 |
| 2. | All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | | 1, 2, 3, 4, 5, 7, 8 | ALL | |
| 2.1 | See Goal 1.1, 1.2, 1.3, & 1.4 above | Current Certificated Salaries - General (Management, Administration, Teachers) Unrestricted,CSR,EPA | 1000-1999: Certificated Personnel Salaries | Base | 20,600,000 |
| | | Certificated Salaries - General (EL, Intervention, AVID, School Psychologists), LCFF Supplemental, EIA | 1000-1999: Certificated Personnel Salaries | Supplemental | 130,000 |

| LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students | | | | | |
|---|---|---|---|---|---|
| | | Classified Salaries - Support LCFF Supplemental, EIA | 2000-2999: Classified Personnel Salaries | Supplemental | 130,000 |
| | | Certificated Salaries - General (EL, Intervention, AVID, School Psychologists), Title I | 1000-1999: Certificated Personnel Salaries | Other | 400,000 |
| | | Classified Salaries - Support Title I | 2000-2999: Classified Personnel Salaries | Other | 170,000 |
| | | Textbooks, Instructional Materials, and Supplies - Support LCFF Supplemental, EIA | 4000-4999: Books And Supplies | Supplemental | 500,000 |
| | | Textbooks, Instructional Materials, and Supplies - Support - Title I | 4000-4999: Books And Supplies | Other | 475,000 |
| | | Outside Services - Support - Title I | 5800: Professional/Consulting Services And Operating Expenditures | Other | 120,000 |
| 3. All students will be taught by highly qualified staff | | | 1, 2, 4, 5, 6, 7,8 | ALL | |
| 3.1 | See Goal 1.1 and 1.2 above | Teachers, Professional Development - Title I | 1000-1999: Certificated Personnel Salaries | Other | 100,000 |
| | | Teachers, Professional Development - Title II | 1000-1999: Certificated Personnel Salaries | Other | 40,000 |
| | | Outside Services, Conferences - Title I | 5000-5999: Services And Other Operating Expenditures | Other | 45,000 |
| | | Outside Services, Conferences - Title II | 5000-5999: Services And Other Operating Expenditures | Other | 10,000 |
| 4. All students will graduate from high school college and career ready | | | 1, 2, 3, 4, 5, 7, 8 | ALL | |
| 4.1 | See 1.1 and 1.2 above | Certificated Staffing & benefits - CASHEE | 1000-1999: Certificated Personnel Salaries | Base | 2,000 |
| | | Supplies & Instructional Materials - CASHEE | 4000-4999: Books And Supplies | Base | 8,000 |
| | | Pupil Testing | 0000: Unrestricted | Base | 45,000 |

| LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students | | | | | | |
|---|---|---|---|---|---|---|
| 5. | ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | | 3, 5, 6 | | ALL | |
| | 5.1 | See 1.1, 1.2, 1.3 & 1.4 above | Payroll & Business Services for District Office and Sites - Salaries and Benefits | 0000: Unrestricted | Base | 750,000 |
| | | | Utilities | 0000: Unrestricted | Base | 1,600,000 |
| | | | Insurance | 0000: Unrestricted | Base | 335,000 |
| | | | Maintenance and Transportation Supplies | 0000: Unrestricted | Base | 465,000 |
| | | | Supplemental Transportation | 0000: Unrestricted | Supplemental | 650,000 |
| | 5.2 | Facilities Maintenance and Repair | Classified Salaries - Custodial, maintenance, grounds security - Salaries and benefits | 0000: Unrestricted | Base | 2,200,000 |
| | 5.3 | Behavioral/Mental/Emotional Support | ERMH & Grant Supported Certificated Salaries | 1000-1999: Certificated Personnel Salaries | Other | 270,000 |
| | | | ERMH & Grant Supported Certificated Benefits | 3000-3999: Employee Benefits | Other | 74,000 |
| | | | ERMH & Grant Supported other program support costs | 0000: Unrestricted | Other | 342,000 |
| | 5.4 | Ensure and maintain safe school campus | Safety Funds - Campus Security | 0000: Unrestricted | Base | 75,000 |
| 6. | WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | | 3, 4, 8 | | All | |
| | 6.1 | Parent-wide meetings, staff development and outreach for parent groups | Programs costs for meetings, staff development and outreach for parent groups - Title III LEP & GATE | 0000: Unrestricted | Other | 88,000 |

## Section 3: Actions, Services, and Expenditures

| LCAP Year 1 (2014-15): Review of Actions, Services and Expenditures for All Students | | |
|---|---|---|
| **Description of Goal[1]** | **Related State and Local Priorities[2]** | **Level of Service[3]** |
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| **Action and Services** | **Annual Update: Review of Actions/Services** | |
| 1.1 Instruction | Teachers at all grade levels began converting to Common Core State Standards and preparation for SBAC. Math adoption K/12 is underway and nearing completion. CST Science scores for 2014 will not be available until August. (Statement re OARS Reading and Math fluency.....EOY results) | |
| 1.2 Professional Development | Intensive and extensive professional development continued in Common Core State Standards Literacy and Mathematics and Smarter Balanced Assessment Consortium (SBAC) preparation for all certificated staff. Professional development also was provided for instructional support staff in the areas of CCSS, PBIS, Love & Logic. | |
| 1.3 Nutrition/Food Services | Nutrition and Food Service were provided to all students. The Student Wellness Committee was launched, and a Project Fit Kids grant was awarded from the Placer Community Foundation to support early fitness testing using the Physical Fitness Test (PFT) and students rewarded for setting their own fitness goals and progress toward those goals. | |
| 1.4 Transportation | District transportation was provided to foster youth with transportation needs and to students living outside the city limits. | |
| 2. All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 2.1 See Goal 1.1, 1.2, 1.3, & 1.4 above | See above. | |
| 2.2 | The Summer Program was changed to include credit recovery for students in need utilizing both an HQT and an online program. Students will be able to test out on what they already know, and concentrate on what they don't know. | |
| 3. All students will be taught by highly qualified staff | 1, 2, 4, 5, 6, 7,8 | ALL |
| 3.1 See Goal 1.1 and 1.2 above | See above. Shifts in responsibility for AERIES (Student Information System) verification and tracking of HQT status for substitute teachers occurred to ensure HQT substitutes whenever possible. | |
| 4. All students will graduate from high school college and career ready | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 4.1 See 1.1 and 1.2 above | Class of 2014 A - G rates are expected to top 50%. Excellent progress was made re PHS and LHS collaborating to encourage PHS students to take CTE electives at LHS. Two fully developed four-year pathways currently exist at LHS - Agriculture and Engineering. Pathway progress is occurring in developing the Biomedical Pathway (first class of four-year Project Lead the Way Biomedical launching in 2014/15); Media Arts Pathway (two classes continuing in 2014/15 with final two class curricula being written through Specialized Secondary Program/SSP grant funding during 2014/15 for launch in 2015/16); and Information Communications Technology (two ROP classes continuing in 2014/15 with a third launching). CAHSEE pass rates for March 2014 10th grade testing will not be available until summer, 2014. | |
| 5. ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | 3, 5, 6 | ALL |

| | | |
|---|---|---|
| 5.1 | See 1.1, 1.2, 1.3 & 1.4 above | |
| 5.2 | Facilities Maintenance and Repair | All facilities are in good repair; maintenance and repair of Carlin C. Coppin School's HVAC is in progress. |
| 5.3 | Behavioral/Mental/Emotional Support | The co-funding of school psychologists with Educationally Related Mental Health (ERMH) funding and general funds allowed for the hiring of two additional school psychologists on a cost-neutral basis to the general fund. School psychologists now offer support to general education students in need, including a large number of significant subgroup students, in addition to special education students. The addition of a Mental Health Specialist (ERMH-funded) and a Social Worker (grant-funded) has also been essential in providing for the support of students in need. The PBIS program on five campuses has increased the sense of safety and the orderly campus culture on those sites; the PBIS program is coordinated by the Social Worker position. The SPAR Committee completed the Suicide Prevention and Response protocols, which are now a part of each site's Safe School Plan. |
| 5.4 | Ensure and maintain safe school campus | |

| | | | |
|---|---|---|---|
| 6. | WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | 3, 4, 8 | All |
| 6.1 | Parent-wide meetings, staff development and outreach for parent groups | | |

## Section 3: Actions, Services, and Expenditures

[1] Include and identify all goals from Section 2
[2] From Section 2
[3] Indicate if school-wide or LEA-wide
[4] What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

**LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students**

| Description of Goal[1] | Related State and Local Priorities[2] | Level of Service[3] |
|---|---|---|
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |

**Level of Service**

**Action and Services**

| | Proposed Expenditures | Type | Funding Source | Amount |
|---|---|---|---|---|
| 1.1 Instruction | Current Certificated Salaries - General (Management, Administration, Teachers) Unrestricted,CSR,EPA | 1000-1999: Certificated Personnel Salaries | Base | 20,600,000 |
| | Certificated Salaries - Support (EL, Intervention, AVID, School Psychologists), LCFF Supplemental, EIA | 1000-1999: Certificated Personnel Salaries | Supplemental | 130,000 |
| | Classified - General | 2000-2999: Classified Personnel Salaries | Base | 1,500,000 |
| | Classified Salaries - Support LCFF Supplemental, EIA | 2000-2999: Classified Personnel Salaries | Supplemental | 122,000 |
| | Employee benefits - General | 3000-3999: Employee Benefits | Base | 7,700,000 |
| | Employee Benefits - Support LCFF Supplemental, EIA | 3000-3999: Employee Benefits | Supplemental | 75,000 |
| | Textbooks, instructional materials and Supplies - General | 4000-4999: Books And Supplies | Base | 1,300,000 |
| | Textbooks, instructional materials and Supplies - Support LCFF Supplemental, EIA | 4000-4999: Books And Supplies | Supplemental | 533,000 |
| | Instructional Technology - Support LCFF Supplemental, EIA | 0000: Unrestricted | Supplemental | 20,000 |

| LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students | | | | | |
|---|---|---|---|---|---|
| 1.2 | Professional Development | Professional Development - General PAR,Prof Dev | 1000-1999: Certificated Personnel Salaries | Base | 15,000 |
| | | Professional Development - General PAR,Prof Dev | 4000-4999: Books And Supplies | Other | 126,000 |
| | | Professional Development - PAR,Prof Dev | 5000-5999: Services And Other Operating Expenditures | Base | 66,000 |
| | | Common Core Staff Development, Training Technology Infrastructure, Technology Equipment - CCFunds | 0000: Unrestricted | Other | 600,000 |
| 1.3 | Nutrition/Food Services | Classified Salaries - General | 2000-2999: Classified Personnel Salaries | Base | 648,000 |
| | | Classified Salaries - General | 3000-3999: Employee Benefits | Base | 312,000 |
| 1.4 | Transportation | Classified Salaries - General | 2000-2999: Classified Personnel Salaries | Base | 440,000 |
| | | Classified Salaries - General | 3000-3999: Employee Benefits | Base | 214,000 |
| 2. | All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | | 1, 2, 3, 4, 5, 7, 8 | ALL | |
| 2.1 | See Goal 1.1, 1.2, 1.3, & 1.4 above | Current Certificated Salaries - General (Management, Administration, Teachers) Unrestricted,CSR,EPA | 1000-1999: Certificated Personnel Salaries | Base | 20,600,000 |
| | | Certificated Salaries - Support (EL, Intervention, AVID, School Psychologists), LCFF Supplemental, EIA | 1000-1999: Certificated Personnel Salaries | Supplemental | 130,000 |
| | | Classified Salaries - Support LCFF Supplemental, EIA | 2000-2999: Classified Personnel Salaries | Supplemental | 130,000 |
| | | Certificated Salaries - Support (EL, Intervention, AVID, School Psychologists), Title I | 1000-1999: Certificated Personnel Salaries | Other | 400,000 |
| | | Classified Salaries - Support Title I | 2000-2999: Classified Personnel Salaries | Other | 170,000 |

DC 1.2

| LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students | | | | | |
|---|---|---|---|---|---|
| | | Textbooks, instructional materials and Supplies - Support LCFF Supplemental, EIA | 4000-4999: Books And Supplies | Supplemental | 500,000 |
| | | Textbooks, instructional materials and Supplies - Support - Title I | 4000-4999: Books And Supplies | Other | 475,000 |
| | | Outside Services - Support - Title I | 5800: Professional/Consulting Services And Operating Expenditures | Other | 120,000 |
| 3. | All students will be taught by highly qualified staff | | 1, 2, 4, 5, 6, 7,8 | ALL | |
| | 3.1 See Goal 1.1 and 1.2 above | Teachers, Professional Development - Title I | 1000-1999: Certificated Personnel Salaries | Other | 100,000 |
| | | Teachers, Professional Development - Title II | 1000-1999: Certificated Personnel Salaries | Other | 40,000 |
| | | Outside Services - Title I | 5000-5999: Services And Other Operating Expenditures | Other | 45,000 |
| | | Outside Services - Title II | 5000-5999: Services And Other Operating Expenditures | Other | 10,000 |
| 4. | All students will graduate from high school college and career ready | | 1, 2, 3, 4, 5, 7, 8 | ALL | |
| | 4.1 See 1.1 and 1.2 above | Certificated Salaries & Benefits -CASHEE | 1000-1999: Certificated Personnel Salaries | Base | 2,000 |
| | | Supplies & Instructional materials - CASHEE | 4000-4999: Books And Supplies | Base | 8,000 |
| | | Pupil testing | 0000: Unrestricted | Base | 45,000 |
| 5. | ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | | 3, 5, 6 | ALL | |
| | 5.1 See 1.1, 1.2, 1.3 & 1.4 above | Payroll & Business Services for District Office and Sites - Salaries and Benefits | 0000: Unrestricted | Base | 750,000 |
| | | Utilities | 0000: Unrestricted | Base | 1,600,000 |

| LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students | | | | | |
|---|---|---|---|---|---|
| | | Insurance | 0000: Unrestricted | Base | 335,000 |
| | | Maintenance and Transportation Supplies | 0000: Unrestricted | Base | 465,000 |
| | | Supplemental Trasnportation | 0000: Unrestricted | Supplemental | 650,000 |
| 5.2 | Facilities Maintenance and Repair | Classified Salaries - Custodial, Maintenance, Grounds, Security - Salaries and Benefits | 0000: Unrestricted | Base | 2,200,000 |
| 5.3 | Behavioral/Mental/Emotional Support | ERMH & Grant Supported Certificated Salaries | 1000-1999: Certificated Personnel Salaries | Other | 270,000 |
| | | ERMH & Grant Supported Certificated Benefits | 3000-3999: Employee Benefits | Other | 74,000 |
| | | ERMH & Grant Supported other program support costs | 0000: Unrestricted | Other | 342,000 |
| 5.4 | Ensure and maintain safe school cam[us | Safety Funds - Campus Security | 0000: Unrestricted | Base | 75,000 |
| 6. | WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | | 3, 4, 8 | All | |
| 6.1 | Parent-wide meetings, staff development and outreach for parent groups | Programs costs for meetings, staff development and outreach for parent groups - Title III LEP & GATE | 0000: Unrestricted | Other | 88,000 |

**Section 3: Actions, Services, and Expenditures**

| LCAP Year 2 (2015-16): Review of Actions, Services and Expenditures for All Students | | |
|---|---|---|
| **Description of Goal[1]** | **Related State and Local Priorities[2]** | **Level of Service[3]** |
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| **Action and Services** **Annual Update: Review of Actions/Services** | | |
| 1.1 Instruction | | |
| 1.2 Professional Development | | |
| 1.3 Nutrition/Food Services | | |
| 1.4 Transportation | | |
| 2. All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 2.1 See Goal 1.1, 1.2, 1.3, & 1.4 above | | |
| 3. All students will be taught by highly qualified staff | 1, 2, 4, 5, 6, 7,8 | ALL |
| 3.1 See Goal 1.1 and 1.2 above | | |
| 4. All students will graduate from high school college and career ready | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 4.1 See 1.1 and 1.2 above | | |
| 5. ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | 3, 5, 6 | ALL |
| 5.1 See 1.1, 1.2, 1.3 & 1.4 above | | |
| 5.2 Facilities Maintenance and Repair | | |
| 5.3 Behavioral/Mental/Emotional Support | | |
| 5.4 Ensure and maintain safe school cam[us | | |
| 6. WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | 3, 4, 8 | All |
| 6.1 Parent-wide meetings, staff development and outreach for parent groups | | |

33, '8

**Section 3: Actions, Services, and Expenditures**

[1] Include and identify all goals from Section 2
[2] From Section 2
[3] Indicate if school-wide or LEA-wide
[4] What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

**LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students**

| | Description of Goal[1] | Related State and Local Priorities[2] | Level of Service[3] |
|---|---|---|---|
| 1. | All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |

| Level of Service<br>Action and Services | Proposed Expenditures | Type | Funding Source | Amount |
|---|---|---|---|---|
| 1.1 Instruction | Current Certificated Salaries - General (Management, Administration, Teachers) Unrestricted,CSR,EPA | 1000-1999: Certificated Personnel Salaries | Base | 20,600,000 |
| | Certificated Salaries - Support (EL, Intervention, AVID, School Psychologists), LCFF Supplemental, EIA | 1000-1999: Certificated Personnel Salaries | Supplemental | 130,000 |
| | Classified - General | 2000-2999: Classified Personnel Salaries | Base | 1,500,000 |
| | Classified Salaries - Support LCFF Supplemental, EIA | 2000-2999: Classified Personnel Salaries | Supplemental | 122,000 |
| | Employee benefits - General | 3000-3999: Employee Benefits | Base | 7,700,000 |
| | Employee Benefits - Support LCFF Supplemental, EIA | 3000-3999: Employee Benefits | Supplemental | 75,000 |
| | Textbooks, instructional materials and Supplies - General | 4000-4999: Books And Supplies | Base | 1,300,000 |
| | Textbooks, instructional materials and Supplies - Support LCFF Supplemental, EIA | 4000-4999: Books And Supplies | Supplemental | 533,000 |
| | Instructional Technology - Support LCFF Supplemental, EIA | 0000: Unrestricted | Supplemental | 20,000 |

| LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students | | | | | |
|---|---|---|---|---|---|
| 1.2 | Professional Development | Professional Development - General PAR,Prof Dev | 1000-1999: Certificated Personnel Salaries | Base | 15,000 |
| | | Professional Development - General Lottery | 4000-4999: Books And Supplies | Other | 126,000 |
| | | Professional Development - General PAR,Prof Dev | 5000-5999: Services And Other Operating Expenditures | Base | 66,000 |
| | | Common Core Staff Development, Training Technology Infrastructure, Technology Equipment - CCFunds | 0000: Unrestricted | Other | 600,000 |
| 1.3 | Nutrition/Food Services | Classified Salaries - General | 2000-2999: Classified Personnel Salaries | Base | 648,000 |
| | | Classified Salaries - General | 3000-3999: Employee Benefits | Base | 312,000 |
| 1.4 | Transportation | Classified Salaries - General | 2000-2999: Classified Personnel Salaries | Base | 440,000 |
| | | Classified Salaries - General | 3000-3999: Employee Benefits | Base | 214,000 |
| 2. | All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | | 1, 2, 3, 4, 5, 7, 8 | ALL | |
| 2.1 | See Goal 1.1, 1.2, 1.3, & 1.4 above | Current Certificated Salaries - General (Management, Administration, Teachers) Unrestricted,CSR,EPA | 1000-1999: Certificated Personnel Salaries | Base | 20,600,000 |
| | | Certificated Salaries - Support (EL, Intervention, AVID, School Psychologists), LCFF Supplemental, EIA | 1000-1999: Certificated Personnel Salaries | Supplemental | 130,000 |
| | | Classified Salaries - Support LCFF Supplemental, EIA | 2000-2999: Classified Personnel Salaries | Supplemental | 130,000 |
| | | Certificated Salaries - Support (EL, Intervention, AVID, School Psychologists), Title I | 1000-1999: Certificated Personnel Salaries | Other | 400,000 |
| | | Classified Salaries - Support Title I | 2000-2999: Classified Personnel Salaries | Other | 170,000 |

| LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students | | | | | | |
|---|---|---|---|---|---|---|
| | | Textbooks, instructional materials and Supplies - Support LCFF Supplemental, EIA | 4000-4999: Books And Supplies | Supplemental | | 500,000 |
| | | Textbooks, instructional materials and Supplies - Support Title I | 4000-4999: Books And Supplies | Other | | 475,000 |
| | | Outside Services- Support - Title I | 5800: Professional/Consulting Services And Operating Expenditures | Other | | 120,000 |
| 3. | All students will be taught by highly qualified staff | | 1, 2, 4, 5, 6, 7,8 | | ALL | |
| | 3.1 See Goal 1.1 and 1.2 above | Teachers, Professional Development - Title I | 1000-1999: Certificated Personnel Salaries | Other | | 100,000 |
| | | Teachers, Professional Development - Title II | 1000-1999: Certificated Personnel Salaries | Other | | 40,000 |
| | | Outside Services, Conferences - Title I | 5000-5999: Services And Other Operating Expenditures | Other | | 45,000 |
| | | Outside Services, Conferences - Title I | 5000-5999: Services And Other Operating Expenditures | Other | | 10,000 |
| 4. | All students will graduate from high school college and career ready | | 1, 2, 3, 4, 5, 7, 8 | | ALL | |
| | 4.1 See 1.1 and 1.2 above | Certificated Staffing & benefits - CASHEE | 1000-1999: Certificated Personnel Salaries | Base | | 2,000 |
| | | Supplies & Instructional Materials - CASHEE | 4000-4999: Books And Supplies | Base | | 8,000 |
| | | Pupil Testing | 0000: Unrestricted | Base | | 45,000 |
| 5. | ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | | 3, 5, 6 | | ALL | |
| | 5.1 See 1.1, 1.2, 1.3 & 1.4 above | Payroll & Business Services for District Office and Sites - Salaries and Benefits | 0000: Unrestricted | Base | | 750,000 |
| | | Utilities | 0000: Unrestricted | Base | | 1,600,000 |

| LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students | | | | | |
|---|---|---|---|---|---|
| | | Insurance | 0000: Unrestricted | Base | 335,000 |
| | | Maintenance and Transportation Supplies | 0000: Unrestricted | Base | 465,000 |
| | | Supplemental Transportation | 0000: Unrestricted | Supplemental | 650,000 |
| 5.2 | Facilities Maintenance and Repair | Classified Salaries - Custodial, maintenance, grounds security - Salaries and benefits | 0000: Unrestricted | Base | 2,200,000 |
| 5.3 | Behavioral/Mental/Emotional Support | ERMH & Grant Supported Certificated Salaries | 1000-1999: Certificated Personnel Salaries | Other | 270,000 |
| | | ERMH & Grant Supported Certificated Benefits | 3000-3999: Employee Benefits | Other | 74,000 |
| | | ERMH & Grant Supported other program support costs | 0000: Unrestricted | Other | 342,000 |
| 5.4 | Ensure and Maintain Safe School Campus | Safety Funds - Campus Security | 0000: Unrestricted | Base | 75,000 |
| 6. | WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | | 3, 4, 8 | All | |
| 6.1 | Parent-wide meetings, staff development and outreach for parent groups | Programs costs for meetings, staff development and outreach for parent groups - Title III LEP & GATE | 0000: Unrestricted | Other | 88,000 |

Section 3: Actions, Services, and Expenditures

| LCAP Year 3 (2016-17): Review of Actions, Services and Expenditures for All Students | | |
|---|---|---|
| **Description of Goal[1]** | **Related State and Local Priorities[2]** | **Level of Service[3]** |
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| **Action and Services** **Annual Update: Review of Actions/Services** | | |
| 1.1 Instruction | | |
| 1.2 Professional Development | | |
| 1.3 Nutrition/Food Services | | |
| 1.4 Transportation | | |
| 2. All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 2.1 See Goal 1.1, 1.2, 1.3, & 1.4 above | | |
| 3. All students will be taught by highly qualified staff | 1, 2, 4, 5, 6, 7,8 | ALL |
| 3.1 See Goal 1.1 and 1.2 above | | |
| 4. All students will graduate from high school college and career ready | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 4.1 See 1.1 and 1.2 above | | |
| 5. ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | 3, 5, 6 | ALL |
| 5.1 See 1.1, 1.2, 1.3 & 1.4 above | | |
| 5.2 Facilities Maintenance and Repair | | |
| 5.3 Behavioral/Mental/Emotional Support | | |
| 5.4 Ensure and Maintain Safe School Campus | | |
| 6. WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | 3, 4, 8 | All |
| 6.1 Parent-wide meetings, staff development and outreach for parent groups | | |

**Section 3: Actions, Services, and Expenditures**

**B. Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve Low-Income, English Learner, RFEP, and/or Foster Youth Pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

[1] Include and identify all goals from Section 2
[2] From Section 2
[3] Indicate if school-wide or LEA-wide
[4] What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

**LCAP Year 1 (2014-15): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

| | Description of Goal[1] | Related State and Local Priorities[2] | Level of Service[3] |
|---|---|---|---|
| 1. | All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |

| | Action and Services | Proposed Expenditures | Level of Service Type | Funding Source | Amount |
|---|---|---|---|---|---|
| 2. | All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | | 1, 2, 3, 4, 5, 7, 8 | ALL | |
| 3. | All students will be taught by highly qualified staff | | 1, 2, 4, 5, 6, 7,8 | ALL | |
| 4. | All students will graduate from high school college and career ready | | 1, 2, 3, 4, 5, 7, 8 | ALL | |
| 5. | ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | | 3, 5, 6 | ALL | |
| 6. | WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | | 3, 4, 8 | All | |

3.1.8

Section 3: Actions, Services, and Expenditures

| LCAP Year 1 (2014-15): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils | | |
|---|---|---|
| **Description of Goal[1]** | **Related State and Local Priorities[2]** | **Level of Service[3]** |
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| **Action and Services** **Annual Update: Review of Actions/Services** | | |
| 2. All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 3. All students will be taught by highly qualified staff | 1, 2, 4, 5, 6, 7,8 | ALL |
| 4. All students will graduate from high school college and career ready | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 5. ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | 3, 5, 6 | ALL |
| 6. WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | 3, 4, 8 | All |

**Section 3: Actions, Services, and Expenditures**

[1] Include and identify all goals from Section 2
[2] From Section 2
[3] Indicate if school-wide or LEA-wide
[4] What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

| LCAP Year 2 (2015-16): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils | | | | |
|---|---|---|---|---|
| | **Description of Goal[1]** | **Related State and Local Priorities[2]** | | **Level of Service[3]** |
| 1. | All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | | ALL |
| | **Action and Services** **Proposed Expenditures** | **Type** | **Funding Source** | **Amount** |
| 2. | All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | | ALL |
| 3. | All students will be taught by highly qualified staff | 1, 2, 4, 5, 6, 7,8 | | ALL |
| 4. | All students will graduate from high school college and career ready | 1, 2, 3, 4, 5, 7, 8 | | ALL |
| 5. | ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | 3, 5, 6 | | ALL |
| 6. | WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | 3, 4, 8 | | All |

Section 3: Actions, Services, and Expenditures

| LCAP Year 2 (2015-16): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils | | |
|---|---|---|
| **Description of Goal[1]** | **Related State and Local Priorities[2]** | **Level of Service[3]** |
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| **Action and Services** | **Annual Update: Review of Actions/Services** | |
| 2. All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 3. All students will be taught by highly qualified staff | 1, 2, 4, 5, 6, 7,8 | ALL |
| 4. All students will graduate from high school college and career ready | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 5. ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | 3, 5, 6 | ALL |
| 6. WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | 3, 4, 8 | All |

**Section 3: Actions, Services, and Expenditures**

[1] Include and identify all goals from Section 2
[2] From Section 2
[3] Indicate if school-wide or LEA-wide
[4] What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

**LCAP Year 3 (2016-17): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

| | Description of Goal[1] | Related State and Local Priorities[2] | Level of Service[3] |
|---|---|---|---|
| 1. | All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |

| | Level of Service<br>Action and Services | Proposed Expenditures | Type | Funding Source | Amount |
|---|---|---|---|---|---|
| 2. | All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | | 1, 2, 3, 4, 5, 7, 8 | ALL | |
| 3. | All students will be taught by highly qualified staff | | 1, 2, 4, 5, 6, 7,8 | ALL | |
| 4. | All students will graduate from high school college and career ready | | 1, 2, 3, 4, 5, 7, 8 | ALL | |
| 5. | ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | | 3, 5, 6 | ALL | |
| 6. | WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | | 3, 4, 8 | All | |

3.1.8

Section 3: Actions, Services, and Expenditures

| LCAP Year 3 (2016-17): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils | | |
|---|---|---|
| **Description of Goal[1]** | **Related State and Local Priorities[2]** | **Level of Service[3]** |
| 1. All students will reach high standards in Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| **Action and Services** | **Annual Update: Review of Actions/Services** | |
| 2. All students in need will reach high standards in English Language, Literacy (ELA), Mathematics & Science | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 3. All students will be taught by highly qualified staff | 1, 2, 4, 5, 6, 7,8 | ALL |
| 4. All students will graduate from high school college and career ready | 1, 2, 3, 4, 5, 7, 8 | ALL |
| 5. ALL students will feel supported at school and will receive instruction in a safe and well-maintained environment | 3, 5, 6 | ALL |
| 6. WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning. | 3, 4, 8 | All |

8.1.18

**Section 3: Actions, Services, and Expenditures**

**C. Description/Justification of LCFF Expenditures**

C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

---

Western Placer Unified School District (WPUSD) will receive $1.2 million in Supplemental Local Control Funding Formula Funds beginning in 2014-15. This amount will increase by approximately $742,000 in 2015-16 and by $329,000 in 2016-17. These funds are calculated based on the number of English learners, students identified as low income, and foster youth.

WPUSD will offer a variety of programs and supports specifically for English learners, low income students and foster youth. These include: ELD instruction at every site, mental heath support, Lincoln High School Care program, after school opportunities, State Preschool, Parent Participation Preschool, and AVID at middle and high schools. Implementation of these practices will not only have an impact on learning environment and the climate of the school as a whole but will also have a disproportionately positive impact on the targeted subgroups.

The district recognizes that while these funds are generated in order to serve the focus students, some services may, should the need arise, be utilized for students outside the focus subgroups. While the majority of students served will be focus students (seventy percent or more), there may other students in need that the district does not want to ignore. By providing the services identified without limitations, WPUSD will best serve all students, especially focus students. The full list of expenditures is aligned with the goals of the WPUSD Local Control and Accountability Plan and addresses the needs of our district's English learners, low income students and foster youth.

| Total Expenditures by Funding Source | | | | |
|---|---|---|---|---|
| **Funding Source** | **Year 1** | **Year 2** | **Year 3** | **Total** |
| **All Funding Sources** | **64,025,000.00** | **64,025,000.00** | **64,025,000.00** | **192,075,000.00** |
| Base | 58,875,000.00 | 58,875,000.00 | 58,875,000.00 | 176,625,000.00 |
| Other | 2,860,000.00 | 2,860,000.00 | 2,860,000.00 | 8,580,000.00 |
| Supplemental | 2,290,000.00 | 2,290,000.00 | 2,290,000.00 | 6,870,000.00 |

| Total Expenditures by Object Type | | | | |
|---|---|---|---|---|
| **Object Type** | **Year 1** | **Year 2** | **Year 3** | **Total** |
| **All Expenditure Types** | **64,025,000.00** | **64,025,000.00** | **64,025,000.00** | **192,075,000.00** |
| 0000: Unrestricted | 7,170,000.00 | 7,170,000.00 | 7,170,000.00 | 21,510,000.00 |
| 1000-1999: Certificated Personnel Salaries | 42,287,000.00 | 42,287,000.00 | 42,287,000.00 | 126,861,000.00 |
| 2000-2999: Classified Personnel Salaries | 3,010,000.00 | 3,010,000.00 | 3,010,000.00 | 9,030,000.00 |
| 3000-3999: Employee Benefits | 8,375,000.00 | 8,375,000.00 | 8,375,000.00 | 25,125,000.00 |
| 4000-4999: Books And Supplies | 2,942,000.00 | 2,942,000.00 | 2,942,000.00 | 8,826,000.00 |
| 5000-5999: Services And Other Operating Expenditures | 121,000.00 | 121,000.00 | 121,000.00 | 363,000.00 |
| 5800: Professional/Consulting Services And Operating Expenditures | 120,000.00 | 120,000.00 | 120,000.00 | 360,000.00 |

8.1.45

| Total Expenditures by Object Type and Funding Source | | | | | |
|---|---|---|---|---|---|
| **Object Type** | **Funding Source** | **Year 1** | **Year 2** | **Year 3** | **Total** |
| **All Expenditure Types** | **All Funding Sources** | **64,025,000.00** | **64,025,000.00** | **64,025,000.00** | **192,075,000.00** |
| 0000: Unrestricted | Base | 5,470,000.00 | 5,470,000.00 | 5,470,000.00 | 16,410,000.00 |
| 0000: Unrestricted | Other | 1,030,000.00 | 1,030,000.00 | 1,030,000.00 | 3,090,000.00 |
| 0000: Unrestricted | Supplemental | 670,000.00 | 670,000.00 | 670,000.00 | 2,010,000.00 |
| 1000-1999: Certificated Personnel Salaries | Base | 41,217,000.00 | 41,217,000.00 | 41,217,000.00 | 123,651,000.00 |
| 1000-1999: Certificated Personnel Salaries | Other | 810,000.00 | 810,000.00 | 810,000.00 | 2,430,000.00 |
| 1000-1999: Certificated Personnel Salaries | Supplemental | 260,000.00 | 260,000.00 | 260,000.00 | 780,000.00 |
| 2000-2999: Classified Personnel Salaries | Base | 2,588,000.00 | 2,588,000.00 | 2,588,000.00 | 7,764,000.00 |
| 2000-2999: Classified Personnel Salaries | Other | 170,000.00 | 170,000.00 | 170,000.00 | 510,000.00 |
| 2000-2999: Classified Personnel Salaries | Supplemental | 252,000.00 | 252,000.00 | 252,000.00 | 756,000.00 |
| 3000-3999: Employee Benefits | Base | 8,226,000.00 | 8,226,000.00 | 8,226,000.00 | 24,678,000.00 |
| 3000-3999: Employee Benefits | Other | 74,000.00 | 74,000.00 | 74,000.00 | 222,000.00 |
| 3000-3999: Employee Benefits | Supplemental | 75,000.00 | 75,000.00 | 75,000.00 | 225,000.00 |
| 4000-4999: Books And Supplies | Base | 1,308,000.00 | 1,308,000.00 | 1,308,000.00 | 3,924,000.00 |
| 4000-4999: Books And Supplies | Other | 601,000.00 | 601,000.00 | 601,000.00 | 1,803,000.00 |
| 4000-4999: Books And Supplies | Supplemental | 1,033,000.00 | 1,033,000.00 | 1,033,000.00 | 3,099,000.00 |
| 5000-5999: Services And Other Operating Expenditures | Base | 66,000.00 | 66,000.00 | 66,000.00 | 198,000.00 |
| 5000-5999: Services And Other Operating Expenditures | Other | 55,000.00 | 55,000.00 | 55,000.00 | 165,000.00 |
| 5800: Professional/Consulting Services And Operating Expenditures | Other | 120,000.00 | 120,000.00 | 120,000.00 | 360,000.00 |

8, 1.46

**Section 3: Actions, Services, and Expenditures**

**D. Description of Increased Services for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

Western Placer Unified School District
"Minimum Proportionality Percentage (MPP):
Summary Supplemental & Concentration Grant"

| | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|---|---|---|---|---|
| Estimated Total LCFF Funding | 39,425,470 | $43,689,610 | $47,870,208 | $49,537,564 |
| Estimated Base Grant | N/A | $42,130,437 | $45,569,334 | $46,907,308 |
| Estimated Total of Supplemental and Concentration Grants | N/A | $1,208,385 | $1,950,086 | $2,279,468 |
| Proportional Increase or Improvement in Services | N/A | 2.87% | 4.28% | 4.86% |
| Current year estimated supplemental and concentration grant funding in the LCAP year | | $1,208,385 | $1,950,086 | $2,279,468 |
| Current year Minimum Proportionality Percentage (MPP) | | 2.87% | 4.28% | 4.86% |

Services for the targeted subgroup are projected to increase 2.87%. WPUSD will meet quantitative requirements by spending in accordance with the topics identified in the step above (see A). The District does not receive concentration grant funds as it does not meet the target percentage.

8.1.47

| Minimum Proportionality Percentage (MPP): Summary Supplemental & Concentration Grant | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|---|---|---|---|---|
| Estimated Total LCFF Funding | 39,425,470 | $ 43,689,610 | $ 47,870,208 | $ 49,537,564 |
| Estimated Base Grant | N/A | $ 42,130,437 | $ 45,569,334 | $ 46,907,308 |
| Estimated Total of Supplemental and Concentration Grants | N/A | $ 1,208,385 | $ 1,950,086 | $ 2,279,468 |
| Proportional Increase or Improvement in Services | N/A | 2.87% | 4.28% | 4.86% |
| Current year estimated supplemental and concentration grant funding in the LCAP yea | | $ 1,208,385 | $ 1,950,086 | $ 2,279,468 |
| Current year Minimum Proportionality Percentage (MPP) | | 2.87% | 4.28% | 4.86% |

8.1.4D

# 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<br>2. Foster a safe, caring environment where individual differences are valued and respected.<br>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.<br>4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.<br>5. Promote student health and nutrition in order to enhance readiness for learning. |

**SUBJECT:**

Public Hearing on 2014-15 Western Placer Unified School District Proposed Budget

**AGENDA ITEM AREA:**

Public Hearing

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

June 3, 2014

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. At this hearing, the Board will take testimony from the public.

This hearing has been advertised in at least one local newspaper as required by law and notice was posted at least 72 hours in advance. The proposed budget was made available for public inspection at the District office and online at least 72 hours in advance.

**RECOMMENDATION:**

Administration recommends the Board hold a public hearing regarding the proposed 2014-15 Annual Budget.

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

# NOTICE OF PUBLIC HEARING

## 2014-15 Proposed Budget

**Lincoln High School**
**Performing Arts Theater**
**790 J Street, Lincoln CA**
**June 03, 2014**
**7:00 P.M.**

Notice is hereby given that the Board of Trustees of the Western Placer Unified School District shall hold a Public Hearing at which the governing Board shall take testimony from the public, discuss and approve or disapprove the 2014-15 Proposed Budget.

The proposed budget will be available for public inspection 3 days prior to the date set for the hearing. The proposed Budget will be available for public inspection at 600 Sixth Street, Suite 400, Lincoln, California, during regular business working hours.

Posted: May 29, 2014

8.2.1

# INFORMATION

# DISCUSSION

---

# ACTION

# ITEMS

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

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

**SUBJECT:**
John Adams Academy

**AGENDA ITEM AREA:**
Discussion/Action

**REQUESTED BY:**
Scott Leaman, Superintendent

**ENCLOSURES:**
Yes

**DEPARTMENT:**
District Office

**FINANCIAL INPUT/SOURCE:**
None

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

---

After holding a public hearing concerning the John Adams Lincoln petition, the Board will consider action on the attached petition. The attached petition has been found by our legal counsel to be compliant. The district business services department analyzed the budget and it met the requirements for approval. Initial petitions can be approved up to five years.

## RECOMMENDATION:

The District recommends approval of the petition for 5 years, with reservations.

9.1

# John Adams Academy - Lincoln

# Charter School Petition

**Presented to:**

**Western Placer Unified School District Governing Board**

---

**Submitted April 2014**
**for a term of five (5) years commencing on July 1, 2014**

# Table of Contents

AFFIRMATIONS/ASSURANCES ..... 5

INTRODUCTION ..... 9
ELEMENT A: EDUCATIONAL PROGRAM ..... 17
ELEMENT B: MEASURABLE SCHOLAR OUTCOMES ..... 56
ELEMENT C: METHODS OF MEASUREMENT AND OTHER USES OF DATA ..... 71
ELEMENT D: GOVERNANCE, STRUCTURE AND OPERATION ..... 75
ELEMENT E: EMPLOYEE QUALIFICATIONS ..... 82
ELEMENT F: HEALTH AND SAFETY ..... 87
ELEMENT G: RACIAL AND ETHNIC BALANCE ..... 91
ELEMENT H: ADMISSION REQUIREMENTS ..... 93
ELEMENT I: INDEPENDENT FINANCIAL AUDITS ..... 95
ELEMENT J: SCHOLAR SUSPENSION AND EXPULSION ..... 96
ELEMENT K: EMPLOYEE RETIREMENT SYSTEMS ..... 115
ELEMENT L: ACADEMY ATTENDANCE ALTERNATIVES ..... 116
ELEMENT M: EMPLOYEE RETURN RIGHTS ..... 117
ELEMENT N: DISPUTE RESOLUTION ..... 118
ELEMENT O: EXCLUSIVE PUBLIC SCHOOL EMPLOYER ..... 120
ELEMENT P: SCHOOL CLOSURE PROCEDURES ..... 121

MISCELLANEOUS CHARTER REQUIREMENTS ..... 123

CONCLUSION ..... 128

APPENDIX ..... 129
*Appendix A – Articles of Incorporation* ..... *129*
*Appendix B – Bylaws* ..... *129*
*Appendix C – Conflict of Interest Code* ..... *129*
*Appendix D – Budget and Cash Flow Projections* ..... *129*
*Appendix E – Resumes of Founders* ..... *129*
*Appendix F – Letters of Support* ..... *129*
*Appendix G – Sample Schedule of Classes* ..... *129*
*Appendix H – Required Signatures* ..... *129*

## CHARTER SCHOOL INTENT AND CHARTER REQUIREMENTS

It is the intent of the California Legislature, in enacting the Charter Schools Act of 1992, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

(a) Improve pupil learning.

(b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils identified as academically low achieving.

(c) Encourage the use of different and innovative teaching methods.

(d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school-site.

(e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.

(f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.

(g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

The John Adams Academy - Lincoln shall accomplish all of these goals. It will:

1. Improve scholar learning through an innovative educational program designed to teach state standards through classical texts and historical documents.

2. Increase learning opportunities for all scholars through both in-class and service learning opportunities.

3. Encourage the use of different and innovative teaching methods because teachers will be expected to design their lessons with multiple intelligences in mind and classical texts as tools.

4. Create new professional opportunities for teachers by allowing them to have flexibility in designing lesson plans with textbooks as a support system rather than primarily relying on textbooks as many public schools do.

5. Provide parents and scholars with expanded choice in the types of educational opportunities that are available to them within the public school system through

the innovative curriculum.

6. Provide accountability to the Academy through adherence to state testing and accountability systems.

7. Provide vigorous competition to other Placer County schools, particularly in the areas of foreign language fluency, classical education and service learning.

*The Charter Schools Act (the "Act") (Education Code Sections 47600 et seq.) requires each charter school to have a "charter" that outlines at least the sixteen (16) mandatory items of the Act. The following provisions of this charter coincide with the requirements of Section 47605 of the Act.*

# AFFIRMATIONS/ASSURANCES

As the authorized lead petitioner, I, Dean Forman, hereby certify that the information submitted in this petition for a California public charter school to be named John Adams Academy - Lincoln (the "Academy" or the "Charter School") and to be located within the boundaries of the Western Placer Unified School District ("WPUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Academy:

- Shall meet all statewide standards and conduct the student assessment tests pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]

- John Adams Academy, Inc. shall be deemed the exclusive public school employer of the employees of the Academy for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (b)(5)(O)]

- Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]

- Shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]

- Shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- Shall admit all students who wish to attend the Academy, and who submit a timely application, unless the Academy receives a greater number of applications than there are spaces for students in which case each application will be given equal chance of admission through a public random drawing process subject to the admissions preferences contained in the charter. Except as required by Education Code Section 47605(d)(2), admission to the Academy shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Academy in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]

- Shall adhere to all provisions of federal law related to students with disabilities including, but not limited to the Individuals with Disabilities in Education Improvement Act of 2004 ("IDEIA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and Title II of the Americans with Disabilities Act of 1990 ("ADA").

- Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- Shall ensure that teachers in the Academy hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]

- Shall require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the State Board of Education.

- Shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law.

- Shall at all times maintain all necessary and appropriate insurance coverage.

- Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D)

- If a student is expelled or leaves the Academy without graduating or completing the school year for any reason, the Academy shall notify the superintendent of the school district of the student's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the student, including a transcript of grades or report card, and health information. [Ref. Education Code Section 47605(d)(3)]

- Will follow any and all other federal, state, and local laws and regulations that apply to the Academy including but not limited to:

  - The Academy shall maintain accurate and contemporaneous written records that document all student attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]

  - The Academy shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(c)]

- The Academy shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- The Academy shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]

- The Academy shall only serve California residents over the age of 19 if they are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965.

- The Academy shall serve students with disabilities in the same manner as such students are served in other public schools.

- The Academy shall comply with all applicable portions of the No Child Left Behind Act.

- The Academy shall comply with the Public Records Act.

- The Academy shall comply with the Family Educational Rights and Privacy Act.

- The Academy shall comply with the Ralph M. Brown Act.

- The Academy shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

- The Academy shall comply with Government Code 1090 and the Political Reform Act.

- The Academy shall adhere to the District's reporting requirements including, but not limited to CBEDS, ADA, SARC, annual audits and all financial reports and data as contained in the District's Administrative Regulations on Charter Schools and Education Code Section 47604.33.

- The Academy shall, if applicable, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds.

- The Academy shall meet the requirements of Education Code Section 51745-51749.3 if it provides independent study, except that it may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code Section 51745(e).

- The Academy shall identify and report to the Superintendent of Public Instruction any portion of its average daily attendance that is generated through non-classroom based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education.

- The Academy shall comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the Academy is located, unless the Academy facility meets either of the following two conditions:

  a. The facility complies with the Field Act pursuant to Education Code Section 17280-17317 and 17365-17374; or
  b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

- The Academy shall promptly respond to all reasonable inquiries from the District, the county office of education, or the Superintendent of Public Instruction, including, but not limited to, inquiries regarding its financial records.

Dean Forman — 4/9/14

**Dean Forman**
**Lead Petitioner**

**Date**

# INTRODUCTION

John Adams Academy - Lincoln (the "Academy" or the "Charter School") is petitioning for approval of its charter school petition pursuant to Education Code Section 47605 for a five-year term from July 1, 2014 to June 30, 2019. The Academy is requesting the sponsorship of the Western Placer Unified School District ("WPUSD," the "District," or the "Authorizer").

The Academy will be authorized as a K-12 program that operates both classroom-based and non classroom-based instructional programs. The Academy will likely begin its first year of operations with grades K-8, but reserves the right to expand this to include additional grades as scholar demand and facilities allow. The Academy will expand to include all of grades K-12 by the end of the first charter term.

The Academy will be operated by the Corporate Board of Directors (the "Board") of John Adams Academies, Inc., a California non-profit public benefit corporation (the "Corporation"). The Board has already been successful in operating the John Adams Academy, which is located in Roseville. John Adams Academy's most recent API score was 903, which was impressive not only in the aggregate but particularly given the geographic and socioeconomic diversity of the scholar population that it serves. In addition to its academic success, the John Adams Academy is projected to have a reserve at the conclusion of this fiscal year of nearly twenty (20) percent of its annual operating budget. It did this during the worse financial downturn in State history. This demonstrates the educational and financial acumen of the Academy's Board and administrative team, which will be brought to bear on this new charter school.

The Academy is seeking to expand at this time because it has a waiting list of more than 500 scholars, most of whom are residents of South Placer County. These scholars cannot be accommodated at the current John Adams Academy facility, which is what makes this charter school petition necessary.

The Academy will offer a rigorous education that challenges and motivates each scholar to discover, strive for, and achieve her/his full personal potential. We believe that all scholars deserve a challenging and comprehensive curriculum directed toward achieving world-class standards. We further believe that family involvement and commitment are essential to each scholar achieving his maximum potential. The Academy features a strong curriculum, outstanding teaching, ongoing assessment of progress and development of scholar potential, and will continue to require a commitment to high standards and to a full partnership between families, learners and the educational institution. Working in partnership, teachers and parents will inspire each scholar to reach his/her full potential. The Board, management, and staff believe that learning best occurs when scholars are provided an educational program that challenges and motivates everyone to achieve her/his full potential.

The Academy's curriculum is unique in several respects:

- It will meet and exceed the Common Core State Standards through the teaching of classical texts and documents written by the Founding Fathers.
- Scholars will actively participate in service learning projects as a means of applying their knowledge.
- Scholars will study economics in addition to the state required subjects, with the goal of producing scholars who understand how to manage their family finances as well as the effects of government policies on macroeconomic trends.
- Scholars will learn how to be leaders of distinction in their chosen field.
- Scholars will be prepared to recognize and seize the opportunity to serve their community and our nation with their skills and talents.
- Scholars will be prepared to both enter and succeed in a college or university with a rigorous curriculum.
- Teachers will hold single subject credentials beginning in the middle school grades.
- Scholars will study six additional semesters of History and Philosophy beyond the California state requirement.

**Accreditation by the Western Association of Schools and Colleges and A-G Admissions Requirements**

In its first semester of operation the Academy will apply to be accredited by the Western Association of Schools and Colleges ("WASC"). Given the rigorous curriculum and successful track record of the existing John Adams Academy, it is anticipated that the Academy will be accredited. The Academy will also apply to have its high school courses approved by the University of California as meeting the A-G admissions requirements established by the University of California and California State University Systems.

## FOUNDING GROUP

The founders of the John Adams Academy - Lincoln include its Board members, consultants and a proposed administrator who have the necessary background in the following areas to ensure the success and sustainability of the Academy:

- Curriculum, instruction and assessment
- Finance, facilities and business management
- Organization, governance and administration

Resumes for each of the Board members are attached as Appendix E. These resumes are summarized below.

**The Board of Directors of John Adams Academy - Lincoln includes:**

**Dr. Dean Forman**

Dr. Forman completed his undergraduate education in Family Financial Planning and Counseling at Brigham Young University. He has also completed a Master's Degree in Retirement and Estate Planning from the College for Financial Planning and earned his PhD from George Wythe University in Philosophy and Constitutional Law. Dr. Forman served on the Roseville Joint Union High School District Governing Board from 2000 to 2004 and as President of the Governing Board in 2003/04. He served as Board Member and President for CORE Academy, a charter school in Placer County from 2006 to 2009. He also currently serves as Founder, and Board Chairman of John Adams Academy, a K-12 charter school located in Roseville.

Dr. Forman was one of the founding partners of Genovese Forman Burford in 1987. While there he established the employee group benefits business. In January of 2008 he purchased the group benefits and life and health insurance business (GFBB Benefits) and sold his interest in the fee-based investment business to Genovese Burford and Brothers. Dean's family business, GFBB Benefits, is located in Roseville.

His education and experience in financial planning as a Certified Financial Planner and Certified Employee Benefits Specialist, combined with his experience as a business owner, will assist the charter school with finance, facilities and business management issues. His service on both a public school district board and a charter school board will bring expertise in organization, governance and administration. He has served on the John Adams Academy Board since its founding.

Recently the Freedom Foundation recognized Dr. Forman for his efforts in founding John Adams Academy with the George Washing Honor Medal in 2012. In 2013 he was also honored with the Distinguished Service Award from the BYU Alumni Association.

**Cindi Sherrod**

Self-employed since the early 1990's, Mrs. Sherrod and her husband operated the Michelin North America distribution center in Reno, Nevada employing seventy five people and handling over 1,000,000 pounds of tires per day. She is currently employed by Pine Grove and Associates, as a court-appointed Receiver.

Mrs. Sherrod has been a mentor to several young people throughout the years. She believes that every person's mind should be challenged throughout their life, every person's imagination should be provoked as often as possible by the great works of imagination and that every person should push toward the limits of their intellectual powers. She believes that the John Adams Academy will help scholars to develop this type of attitude toward their education.

An active volunteer in her community, Mrs. Sherrod has donated her time to the Placer County Children's Receiving Home, Friends of Placer County SPCA and numerous other charities. Mrs. Sherrod has lived in the Sacramento area since 1982 and makes her home in Newcastle. She is a former Vice-Chair of the Placer County Republican Party. Mrs. Sherrod has one grown daughter and three young grandsons. She has served on the John Adams Academy Board since its founding.

Her expertise in running her own business will assist the board with finance, facilities, business management issues as well as administration issues.

**Bryan Favero**

Bryan is a sales and marketing executive within the globalization industry - providing solutions to enable companies to expand to international markets. Prior to his current role, he held sales and sales management positions within the medical device and pharmaceutical industries.

Bryan has a deep appreciation for the principles of liberty and freedom upon which our country is built. As young scholars combine a classical education with a greater understanding of their rich national heritage – Bryan believes the result will be a generation of outstanding servant leaders. He is excited and enthused about growing an academic institution that provides an environment and educational model that will help enable young scholars to become outstanding future leaders of their homes, communities and country.

As a native to the Sacramento area, Bryan currently resides in Rocklin with his wife and 6 children – staying extremely busy with work, church service, education, sports and all things that come with an amazing family.

**Norman Gonzales**

Norman Gonzales currently works for the California Charter Schools Association providing advice and support to new charter school developers throughout the Central Valley of California. Prior to this, he served as the Director of Outreach for Congressman Tom McClintock, overseeing the field staff and ensuring accessibility for the people of the 4th Congressional District. In addition to many years working in Congress, Norman also has experience in State government and the private sector.

Mr. Gonzales understands that educating scholars in the principles of liberty and America's founding is critical to preserving those ideals for future generations. He joined the Board of Directors for John Adams Academy to ensure that scholars have access to an education that provides the tools for success with the ability and confidence to lead.

Mr. Gonzales lives in Roseville, CA with his wife Susan and son.

Mr. Gonzales earned a Bachelor of Arts degree in Government from California State University, Sacramento. He also holds an Associate of Arts degree in Liberal Studies from the College of the Desert.

**Tricia Nielsen**

Tricia has been an active volunteer in her community, donating her time and resources to many educational and athletic organizations. Over the last several years she has served in presidencies for youth groups consisting of children ages 12 - 18 years old, chaired fundraising activities for schools and sports programs, served as a Site Council Member, PTC President and a member of the Program Analyst Committee for the Eureka School District. She currently serves on the Board of Trustees for John Adams Academy.

The classical education model, which exposes scholars to the best that our western heritage has to offer in history, literature, language, science, music, art, and philosophy, was one of the main motivating factors in bringing her youngest daughter to John Adams Academy. The emphasis on servant leadership has been the "bonus" of the experience she has had here with her daughter. The combination of these two ideals is what she believes sets our Academy apart from other educational institutes.

Tricia and her husband David believe that being an active part of their community is essential in teaching their children how to be good citizens. They along with their 5 children have lived in the Granite Bay area for the last 16 years.

**Current Administrative Team:**

John Adams Academy is guided by a Headmaster and two Deans, under the direction of an active and dedicated Board of Trustees. The Headmaster is the instructional and cultural leader of the Academy and the Deans, Dean of Academics and Dean of Scholars, each have an area of expertise, passion and responsibility. Our Headmaster and Deans function as a collaborative leadership team in representing the Academy, making decisions, and implementing policies for the benefit of the Academy as a whole. Each also acts individually as an advocate and leader for his/her area of expertise and responsibility.

**Headmaster: Dr. Shane Schulthies**

Dr. Schulthies brings a wealth of teaching, administrative, and executive experience to John Adams Academy. He has served as an Associate Professor at Brigham Young University and as a Liberal Arts Professor/Mentor, Associate Dean of Academics, the Provost and the President of George Wythe University, a small liberal arts college in Utah. Dr. Schulthies earned a Ph.D. in Exercise Science and has over 100 graduate credit hours in history, philosophy and government. He has served on the George Wythe University Board of Trustees and on the Advisory Board for Provo College.

Dr. Schulthies shares with John Adams Academy a deep-seeded love of learning, a commitment to the transformative power of classical education and core values, and passion for the foundations of our country. It is his objective to ensure John Adams Academy's scholars join in these great conversations in the classroom and throughout their lives.

**Dean of Academics: Millie Happoldt**

Mrs. Happoldt brings more than 22 years of classroom teaching and administrative experience to John Adams Academy. As an elementary school teacher, middle school reading support specialist, and adult educator she has worked in a variety of classrooms; teaching scholars, training teachers and providing parent education programs. She has also served the education community well as a Master Teacher, BTSA Support Provider and Trainer of Trainers, Peer Coach, and English as a Second Language Coordinator. As a life-long learner, Ms. Happoldt set a goal as a young woman to obtain each degree level offered by educational institutions. She has obtained her Associate of Arts, Bachelor of Arts, and Masters of Art degrees along with her Administrative Credential. As she continues her educational experience and goals, Ms. Happoldt plans to earn a doctorate in education

Ms. Happoldt served as JAA's Vice Principal in John Adams Academy's inaugural year before accepting the Dean of Academics position. The vision of the academy resonates deep within Ms. Happoldt as she is committed to inspiring academic excellence, restoring America's heritage and educational institutions, and developing citizens prepared, inspired, and committed to serving others. The worldview she brings to JAA is expressed well by one of her favorite quotes: *"Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever does" ~Margaret Mead (1901-1978).*

**Dean of Scholars: Carlos A. Yniguez**

Mr. Yniguez embraces John Adams Academy's mission to develop servant leaders who will become the defenders and protectors of freedom. He believes passionately that the promise of tomorrow's liberty lies solely in the formation of virtue in the youth of today and that a classical education "promotes an awaking of the spirit of conviction and the responsibility to form one's heart and conscience ultimately to impact society as a whole."

A second generation educator, Mr. Yniguez brings JAA an extensive background in youth development. He is a passionate mentor with a proven track record of assisting young men and women in achieving their educational and character development goals. Mr. Yniguez is the former Co-Director and Dean of Formation of the Sacramento Leadership Cooperative Program and is the Regional Coordinator of Conquest North America, a national apostolate of character development programs. A formally trained and Certified Paralegal, he is a graduate of the Lorenzo Patino School of Law Paralegal Program and a former behavioral counselor for PRIDE

Industries.

An avid baseball fan and long time athlete, Mr. Yniguez plays outfield for the MSBL Orioles and continues to live in Sacramento with his wife Robin, near the neighborhood where he grew up.

**Consultants:**

The Board of Directors has retained the following consultants to assist with the charter petition process and the ongoing operations of the Academy:

**Young, Minney, & Corr, LLP**
This firm is California's most experienced, knowledgeable and respected firm working in the unique area of charter school law.

As a leader in charter school representation since the passage of California's Charter Schools Act of 1992, YM&C offers expertise in every facet of charter school creation, expansion and operation – including charter school petitions, renewals and revocations, employment and labor law, non-profit incorporations, board governance, facilities, student issues, policy development and much more.

**Dr. David Guthrie of Education Synergy Consulting**
Dr. Guthrie holds a Doctorate of Public Administration from the University of Southern California, an MPA from CSU Long Beach and a BA from CSU Los Angeles. His firm provides a variety of governance, administrative and finance consulting for charter schools including, but not limited to, budget development, policy development, support services, marketing, program evaluation and assessment. Prior to doing work as a charter school consultant, he was a chief business official for school districts for 16 years. He also served as a facilities advisor for a county office of education and school districts.

**Why The Founding Group Decided to Start John Adams Academy - Lincoln:**

The founders of the John Adams Academy - Lincoln decided to start a charter school to fill a vital need in the community for the training of classically educated servant leaders. It is the belief of the founders that public schools in California have de-emphasized the history of our Republic and that a well-educated citizenry is essential to preserving the freedoms that all Americans cherish. The Academy will fill this void in our community.

John Adams Academy – Roseville currently serves 110 Lincoln scholars with many Lincoln residents on the waiting list.

**Potential Innovative Partnerships:**

The founders of the Academy are in the process of contacting a variety of government and nonprofit agencies in hopes of forming partnerships that would enrich the educational program in this petition. Specifically, we are initiating contact with:

1. The National Archives
2. The Library of Congress
3. National Park Service (which maintains and preserves some of the homes of the Founding Fathers and other significant American historical landmarks)
4. Smithsonian Museum
5. Nonprofit associations founded to preserve sites and buildings that played a prominent role in the American Revolution and other significant historical periods in American history.
6. Freedoms Foundation at Valley Forge
7. Young Americas Foundation

The Founders are in the process of obtaining letters of support from community organizations, business leaders and elected officials. Attached as Appendix F, please find a letter of support from another local nonprofit where Dean Forman taught a program similar to the one outlined in the Educational Program of this charter. Additional letters of support will be sent directly to the District under separate cover.

# ELEMENT A: EDUCATIONAL PROGRAM

*Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A).*

*Governing Law: A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).*

## *MISSION*

John Adams Academy - Lincoln is restoring America's heritage by developing servant-leaders who are keepers and defenders of the principles of freedom for which our Founding Fathers pledged their lives, fortunes, and sacred honor.

## *EDUCATIONAL PHILOSOPHY*

> **"All men who have turned out worth anything have had the chief hand in their own education." - Sir Walter Scott**

The education of tomorrow's leaders determines the level of freedom and prosperity of the next generation. Leaders select the goals of a nation and the means of achieving those goals.

Leadership education trains thinkers, leaders, inventors, citizens, entrepreneurs and statesman. It educates individuals "how to think" and teaches them why it is important. Robert Hutchins said this type of education is "the education of free men in the knowledge and skills that are needed to remain free."

Classically educated leaders are prepared to motivate and inspire individuals, communities and nations to a greater good in an environment of freedom and prosperity that naturally produces the best society has to offer. This awakening is achieved through enduring principles of success. It is not to educate effectively, but greatly through the internalization of principles exemplified in the lives of great individuals that accomplished great things.

Leadership education presupposes that each individual is born with a unique and individual mission to fulfill. Leadership education consists of discovering, preparing for and fulfilling this mission. It is not the role of leadership education to fill scholars with a pre-determined set of facts, beliefs, or processes, but to inspire them to discover their own potential and unique abilities that only he or she has to contribute to society.

Our Founding Fathers and the great leaders of history received a leadership education. In the twenty-first century it falls to us to choose what kind of leaders we will produce. The liberty, prosperity and stability of our nation and even future civilizations are dependent upon the leaders of tomorrow getting a leadership education today. These principles and the wisdom of history are still available to all who are willing to pay the price to educate, work and implement the timeless principles of a classical leadership education to make a difference in the world.

## Educational Program Goals

1. To train thinkers, entrepreneurs and statesmen with the character, competence and capacity to do the right thing and do it excellently in every field of endeavor.

2. To nourish freedom and instruct others in the principles of liberty and how to maintain it by teaching scholars "how" to think. Those who only know what to think or when to think cannot maintain freedom or lead others on the path of progress without further leadership skills.

3. To produce individuals that internalize the skills, methods and structure of a John Adams Academy - Lincoln classical leadership education who go forth to heal society, preserve freedom and ensure peace and prosperity for humanity through noble service using their unique talents in causes greater than self.

4. Designed to produce self-motivated, competent and lifelong learners.

## Educational Program Structure

John Adams Academy - Lincoln provides a rigorous, systematic study of great minds down through the ages to achieve mastery of a subject and make connections between past events and the flood of current information. The curriculum of John Adams Academy - Lincoln inspires scholars through self-discipline to educate themselves in the principles of freedom. In partnership with parents and mentors scholars discover and prepare for their unique mission and purpose in life within the following structure:

### Classics

From Washington and Adams to Gandhi and Locke, great individuals studied other great individuals. A classic is a work that can be experienced many times over and give something new each time. A classic or great book has three essential qualities: great theme, noble language and universality. Although scholars at John Adams Academy -

Lincoln will have access to textbooks that are aligned to the Common Core State Standards, it is our goal to have teachers utilize the textbooks as a supplement to classics to teach the Common Core State Standards in a more inspiring way.

Classics open our eyes to the true nature of our world and take us across the divide that separates mind from mind. They reveal to us our essential humanity, both its beauty and its horror, and hold the mirror up to our unknown selves. A true classic speaks to the heart and soul, with a message of truth that echoes in our lives long after we've turned the final page.

Classics teach us about human nature. They allow us to experience, in an intimate way, the greatest mistakes and successes of human history. Learning how others think, feel, and act allows us to predict behavior and helps us to develop empathy, compassion and wisdom in our relationships with others.

Classics bring us face-to-face with greatness. As we study the characters, real or fictional, in the classics, we are inspired by their greatness, which is the first step to becoming great ourselves.

In classics we can experience other people's characters more powerfully than in real life because the author lets us see their thoughts, feelings and reasons for and consequences of their choices. Classics force us to quietly study, ponder, analyze, think, ask, discover, cry, laugh, struggle, and above all feel, change, and become. Then, because we are better, we are motivated to go out and serve.

Great literature is miraculous because it makes available to us things that we cannot get in any other way. A classic gives us the personal wisdom to be better as an individual and a citizen of a free nation.

**Foreign and Classical Languages:**

Exposure to Greek and Latin provides great depth in the ability to speak well and write convincingly. Latin forms a foundation for much English vocabulary, spelling, and grammar. If one knows Latin, it is much easier to learn English vocabulary. This is especially important as we read older documents, as the way we use our words have evolved over time, and knowing the Latin or Greek root helps one understand the fuller (historical) meaning of the word.

As Latin is foundational for learning English, it is true to a much greater extent with Spanish. Almost all Spanish words are based on Latin cognates. Learning Latin is an excellent preparation for learning Spanish.

It is well known that learning a third language is easier than learning the second, and learning the fourth language is easier than the third. This is true even when the languages are unrelated since all languages require the same basic elements--they differ in the way these elements are expressed. Learning Latin and being exposed to Greek will not only

improve a person's use of English, it will make the learning of a third language (Spanish) easier.

Latin words form the base of many scientific and medical terms. Most of the difficult medical and scientific terms are just simple words expressed in Latin or Greek instead of English. Knowing Latin and Greek makes learning science easier.

Many of our judicial and political phrases and terms are in Latin. Our first core value is to appreciate our national heritage. Learning Latin facilitates this appreciation by increasing our understanding of that heritage. The de-emphasis of Latin in our schools over the last 90 years has contributed, in a small way, to the diminution of our national appreciation. John Adams Academy – Lincoln requires Latin because it is central to our mission as an institution.

Latin and/or Greek instruction shall begin in second grade. Greek Enrichment will be taken in 7th grade and Latin Enrichment in 8th. At the high school level, Latin 1 and 2 will be offered, and Spanish will be offered levels 1 - 4.

## How Learning Best Occurs

Although the Academy will have CCSS aligned textbooks, the Academy intends to use classical and historical texts as its primary means of teaching the Common Core State Standards. These classics and historical documents will be used not only in History, but also in English class and other classes as appropriate. This will enable the Academy to instill a great appreciation for our nation's heritage while still meeting all state standards.

The petitioners believe that learning best occurs through a classical leadership education under the guidance of both California credentialed teachers and mentors that is:

- Language intensive. It demands that scholars use and understand words, not video images, and be fluent in at least two languages.
- History intensive. It gives a comprehensive view of human endeavor from beginning until now.
- Demands self-discipline. A teacher's job is to teach and inspire. A scholar's job is to educate and apply.
- Produces literate, curious, intelligent scholars with a wide range of interests and abilities.

### Mentors

A mentor is an individual of high moral character, more advanced than the scholar who can guide the scholar's learning. Great mentoring includes six fundamentals:

1. Uses Classics. As scholars become familiar with and eventually can articulate the great ideas of humanity they will know *how* to think, lead and become great.

2. Personalizes. A mentor helps each scholar identify where he or she is and what they want to become and then helps the scholar develop a plan for achieving it.

3. Simplifies. Read, write, do projects, discuss.

4. Applies lessons to life. Uses opportunities for service in business, political life, travel, field trips.

5. Only accepts quality work. Demands intellectual and creative excellence or the work is done again.

6. Sets the example for scholars. The best mentors are continually learning and improving, reading classics and studying. A mentor cannot pass on a better education than they have earned.

The greatest leaders throughout history have used a simple curriculum. They read the classics, discussed them with mentors who only accepted quality work and applied the lessons learned to real life.

**Modeling**
Long before leaders are leading they have practiced in order to prepare. A key part of a Leadership Education is modeling real-life situations. Scholars will have the opportunity of modeling, for example, moot courts, mock parliament, parliamentary procedure, historical events, business predicaments, current events, and governmental concerns where scholars can be guided in a safe environment to prepare for real-life scenarios.

**Application**
After practicing through modeling, scholars will have real-life opportunities to apply the principles learned and practiced in internships, community service, vocational programs, employment, travel, and becoming mentors for others.

**Lecture**
Though over-used, lecture has value if done well with question and answer at the close and scholars learn note-taking skills. Guest "experts" will regularly be asked to lecture.

**Colloquium**
Consists of a group of scholars and a facilitator that have all read a particular book and come together to discuss, address one another and answer questions about that book. Sample questions might include:

- What was the author's meaning?
- Did the author make allusions? If so, explain.
- What was the structure of the story and why?
- Was there imagery and what did it accomplish?
- Why did the characters act the way they did?
- Can you compare this book with other books that you have read?
- What is the main message of the book?
- List key ideas and analyze these ideas.

- What are key lessons learned?

**Written Examination**
Just as sustained and serious reading is at the center of self-education so is sustained and intensive daily writing critical for scholars to be able to communicate effectively. Daily essay writing and essay exams test not only the knowledge a scholar has acquired but the ability to organize and communicate that knowledge and apply it.

**Oral Examination**
Both regular oral presentations and oral exams are vital in preparing scholars for public performance, thinking on their feet and verbal argument. Excellence in oral persuasion is a key element in being able to move the cause of liberty and inspire greatness in others.

## What it Means to be an Educated Person in the 21st Century

A Classical Leadership Education is for those who are now and continue to seek higher learning and development. But even for those not planning on a formal four-year university, a classical education is valuable. An educated mind is necessary for any job, from entry level position to professor. When a scholar leaves John Adams Academy - Lincoln knowing how to critically read, effectively write and communicate, do math, connect with history and know *how* to think, that scholar can easily be trained in any specific job skills they may need in the field of their choosing. They will have learned *how* to learn.

The most foundational skill upon which all others are built is the understanding, development and application of virtue. The Founding Fathers understood that two types of virtue are necessary for great leaders and statesmen. The Founding Fathers defined *private virtue* as honesty, integrity and character, in both public trusts and in one's personal life. *Public virtue* was voluntarily sacrificing personal comfort or benefits for the good of the nation or community. All true greatness comes from doing the right thing when completely alone and serving without thought of recognition or remuneration.

The following is a list of some, but not all of the skills that are built upon the foundation of virtue and which a leader and statesman must acquire:

- The ability to define problems without help.
- The ability to ask hard questions that challenge prevailing assumptions.
- The ability to quickly assimilate needed data from masses of irrelevant information.
- The ability to work in teams or absolutely alone.
- The ability to persuade others that your course is the right one.
- The ability to conceptualize and reorganize information into new patterns.
- The ability to discuss ideas with application in mind.
- The ability to think inductively and deductively.
- The ability to think, speak, and write clearly.
- The ability to reason critically and systematically.

- The ability to think independently.
- The ability to see connections among disciplines, ideas and cultures.
- The ability to pursue life-long learning.
- The ability to understand human nature and lead accordingly.
- The ability to identify needed personal traits and turn them into habits.
- The ability to keep one's life in proper balance.
- The ability to discern truth and error regardless of the source, or the delivery.
- The ability and discipline to do right and constantly improve.

By helping scholars master these and other life and leadership skills, they become leaders, analysts, entrepreneurs and statesmen.

**Educational Program Outcome**

David Hicks in his book "Norms and Nobility" paraphrases Plato this way, "The classically educated scholar aims for more than a life of comfort; she aims for a life that knows and reveres, speculates and acts upon the good, that loves and re-produces the beautiful, and that pursues excellence and moderation in all things."

A classical leadership education and specifically a John Adams Academy - Lincoln education is not about teaching or learning but about becoming; the quality of life of the individual scholar changes. There is clarity in understanding and polished ability to affect change in the world and impact people within their circle of influence. The classically trained scholar naturally transitions from preparing to serving and is inspired to lift others and move forward the cause of liberty.

The classically educated scholar not only learns wisdom but becomes wise from living the principles resulting from intensive study, immersion in the classics and the application of this education to improving the world. They will *be* great and will be prepared when called upon to perform the mission unique to them.

From ancient times through recent centuries only a small, elite number of the population received this kind of education; therefore, only that small fraction were qualified to govern, which by definition demands looking past the immediate or popular to evaluate long-range consequences, cause and effect.

In a democratic republic such as the United States, all citizens have a part in government. Each citizen should be able to look past instant gratification, rhetoric, fancy speeches, and simplistic solutions in order to understand the right course of action based upon true principles. Every one of the citizens of this great nation has the responsibility once reserved for only the well-educated, the classically educated. And so, every citizen, college-bound or not should receive the type of education that will develop greatness in mind and character; to become an individual of integrity and sound judgment.

If we do not begin to educate ourselves and inspire our scholars we will continue to relinquish the privilege of self-government by putting ourselves at the mercy of a few

"experts" until the disappearing democratic ideals upon which our nation was founded are completely lost and our American civilization is relegated with those that have fallen.

A classical leadership education as offered by John Adams Academy - Lincoln is the best prevention and the only hope that a "nation conceived in liberty...shall not perish from the Earth." – President Abraham Lincoln

## *HIGH SCHOOL PROGRAM*

*Governing Law: If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(b)(5)(A)(ii).*

John Adams ACADEMY

## GRADUATION REQUIREMENTS

| REQUIREMENT | 9th | 10th | 11th | 12th |
|---|---|---|---|---|
| English (40) | English 9 (10) | English 10 (10) | AP English 11 (10) | English 12 (10) |
| Social Science (60) [U.S. History, World History, Philosophy, Econcomics/ Government] | World History: Ancient/Classical (10) | World History: Medieval & Renaissance (10) | U.S. History (10)/World History: Modern (10) | Economics/ Government (5)/(5) Political Philosophy (10) |
| Lab Science (20) | Earth Science or Honors Biology^ (10) | Honors Biology^ or Honors Chemistry^ (10) | Honors Chemistry^ (10) | |
| Math (30) | Geometry or Algebra I (10) | Algebra 2 or Geometry (10) | Trigonometry or Algebra 2 (10) | |
| Foreign Language (20) | Spanish 1 (10) | Spanish 2 (10) | | |
| VAPA (20) | Art (10) | Music (10) | | |
| Electives (50) | | | | |
| | | | | |

**Total Credit Requirement: 240**

**College Admission Requirement (a "C" grade or better is required):**

| | |
|---|---|
| English - 4yrs | Foreign Language - 2yrs* |
| Math - 3yrs* | Visual/Performing Arts - 1yr |
| Social Studies - 2yrs | College Prep Electives - 1yr |
| Lab Science - 2yrs*^ | |

*UCs, CSU and other competitive universities recommend taking 4 years of Math, and at least 3 years of Foreign Language and Lab Science.

^ Indicates a Lab Science.

NOTE: Graduation requires passing the California High School Exit Exam (CAHSEE)

3/20/14

Our plan for informing parents of course transferability is to provide a parent/scholar handbook that will include this information and outline Academy policies and expectations for all scholars and parents. The Academy's courses that meet UC/CSU entrance requirements will be listed in the high school curriculum catalog. All scholars and parents will be required to complete an orientation session prior to enrollment, which will include a review of the handbook. In addition to a-g approved courses being listed in the handbook, a statement regarding the transferability of courses to other high schools

will be included. Both the a-g list and the information on transferability of classes will be updated on a yearly basis.

## *SCHOLARS TO BE SERVED*

The John Adams Academy - Lincoln shall serve scholars in grades K-12. In its first year, the Academy is expected to serve 700 scholars in grades K-8, and anticipates that it will grow to serve 1200 scholars by the end of its first charter term. These numbers are based on a reasonable projection of anticipated enrollment based upon scholars currently on the existing John Adams Academy waiting list and other parents who have expressed interest that are not currently on the waiting list.

### Target Scholar Population:

The Academy's target scholar population includes scholars of all achievement levels in Placer County. The Academy is seeking to recruit a diverse cross section of the community that share our belief that:

1. A classical leadership education designed to educate servant leaders is a valuable alternative to the traditional methods of teaching state standards.
2. Extensive use of mentors can assist scholars, particularly struggling scholars, to succeed.
3. More instructional time will improve the growth in scholar achievement. This instructional time will be used to add foreign language as a requirement in grades 2-12, as well as to add courses in technology, art, classic languages, public speaking, advanced group projects/simulations, and study skills.
4. Scholars who are not mastering the content being taught at their respective grade level must extend their school day by participating in before school, after school, Saturday school and/or summer school until such time as state assessments reflect that they are performing at or above grade level and, in the case of English learners, that they have been redesignated as proficient in English. Our Academy is genuinely committed to excellent instruction that will enable any scholar to exceed state standards.

Since our target scholar population reflects a cross section of the community, it is anticipated that the racial, ethnic, socioeconomic, EL and special education populations will closely track that of Western Placer Unified School District's scholar population.

**Western Placer Unified School District Demographics**

| Category: | Percentage |
|---|---|
| African American | 2 |
| American Indian | 1 |
| Asian | 4 |
| Filipino | 3 |

| | |
|---|---|
| Hispanic or Latino | 28 |
| Pacific Islander | 1 |
| White (not of Hispanic origin) | 58 |
| Free and Reduce Lunch Participants | 34 |
| Average Parent Education Level | 3.40 |
| English Learners | 10 |
| Scholars with Disabilities | 12 |

The John Adams Academy model has demonstrated that it is producing superior results as measured by CST exams. The table below represents the percentage of scholars scoring either proficient or advanced (combined) on the following tests.

| 2013 | ELA (Grade 8) | Science (Grade 8) | Social Science (Grade 8) | Algebra I | U.S. History | World History |
|---|---|---|---|---|---|---|
| John Adams Academy | 76% | 84% | 76% | 39% | 81% | 77% |
| Western Placer Unified | 68% | 74% | 63% | 46% | 49% | 43% |

## *CURRICULUM AND INSTRUCTIONAL DESIGN*

### The Classics vs. Textbooks

One of the most obvious features of a school is its curriculum, and within its curriculum, the list of books read. The John Adams Academy - Lincoln will utilize an array of classic books which are in support of and in alignment with the Common Core State Standards in all subject areas. In addition to the foundational use of classics, CCSS approved standards-aligned texts will be used in supplement.

The core use of classics is preferred to textbooks in that the latter, almost without exception, are "secondary sources"--two steps removed from reality. They are, as it were, thoughts about thoughts. Classics, by contrast, are much closer to common experience in its fullness; they raise questions and pursue inquiries which arise directly from a wonder about things themselves. On this account, they are of the greatest importance to scholars, for they begin where thought itself must begin: in the original context.

Another reason for the study of the classics is that scholars are thereby allowed and encouraged to become directly familiar with the greatest works. They are not limited to what passes through the minds of their instructors and the authors of textbooks, which can hardly be more than diminished, and distant views of what exists more fully and more powerfully in the classics themselves. Instead, scholars are encouraged to encounter the classical works firsthand, deriving their own opinions about the original texts.

## The Socratic Method

A distinguishing feature of John Adams Academy - Lincoln will be its discussion method of teaching. Over two thousand years ago Socrates saw what was crucial to human learning. Socrates searched the souls of his scholars with questions. If any responded saying, "I have heard such and such...," he would invariably reply: "But what do you think?" He was not asking for their opinion; he was asking just what they really thought and knew about things. It is not easy to say accurately just what we really think. Often upon hearing a response, Socrates would ask, "But don't you also think such and such about it? How do these two ideas fit together?" And so the discussion would go until the scholar began to harmonize his own thoughts.

There is a vital aspect of teaching that can never be implemented so well by lectures as by dialogue. Each one of us brings certain fundamental ideas to education which must be made explicit before learning can advance. Discussion is the optimum means to bring them forth. The scholar must accomplish the thinking; the teacher, as a good facilitator, only assists the labor.

Discussion, because it is an activity, engages the scholar's mind more than do lectures. Instead of passively hearing the instructor's thoughts, the scholar, engaged in dialogue, is required to work his own mind, to form and express his own thoughts; the challenge of discussion pushes him to ever higher efforts. He reads more carefully knowing he will soon be explaining and debating his own understanding of the text. If he does this on a daily basis, this heightened intensity leads to intellectual habits that last a lifetime. Lectures are less likely to produce the intellectual virtues. At best one might remember certain ideas from a lecture, but they have probably not become part of him. But the ideas he has worked out himself are likely to stay. And not only to stay but to become part of his mental makeup.

Thinking is often characterized as an internal dialogue because we make use of words even in our private reflections. Dialogue with another often helps us to clarify further to ourselves just what we really do mean especially when the other has asked the right questions. A good teacher is able, through the right questions, to make us aware of our most basic ideas in the light of which we are able to make judgments about other things.

Book learning, great or otherwise, never starts in the book or in the school. Its origin is in the mind that comes to school. Nature sees to it that we all grasp certain fundamental concepts and distinctions about reality--ideas we are hardly aware we have--that allow us to judge all other ideas put forth about reality. Genuine education leads the mind forth to see these elemental ideas openly before it applies them to further notions. Every science and every discipline is rooted in these basic ideas.

Through the combination of a curriculum rooted in the classics and teaching methods proven to evoke original and individual ideas, scholars at John Adams Academy - Lincoln will receive the fundamental pieces to assimilate their own exceptional education.

## Economic Education

One of the goals of the petitioners is to create citizens who share traditional American values of self-reliance and hard work. We also want to create engaged citizens that have a solid understanding of the beliefs of the founders about the dangers of government and personal debt for the happiness of all citizens. With this in mind, the petitioners intend to utilize newspaper articles, government reports and economics texts to help scholars understand the long-term implications of current trends such as unfunded Social Security and Medicare benefits, unfunded government employee retiree health care, unfunded pension benefits, national debt, trade deficits, state budget deficits, and devaluation of American currency. These major issues promise to have a great impact on the lives of today's scholars and future American generations because this generation is incurring debt that it is unlikely to repay within its own lifetime, thus thrusting this debt on current scholars and future generations. We want these scholars to understand how this will impact their lives and how they as citizens can play a role in re-establishing more sound economic policies for our nation.

## Elementary Curriculum

John Adams Academy - Lincoln will utilize a combination of Junior Great Books, The Story of The World, and the Core Knowledge Sequence as the foundation for its educational program in grades K-8. This is aligned with our belief that education in the classics is essential at all grade levels. This curriculum has been specifically adapted to meet the developmental needs of young learners, as it introduces scholars to the key concepts to be explored in great depth as they prepare for critical thought processes necessary to successfully navigate the rigor of the curriculum of in the middle and high school years.

The Great Books curriculum was developed by the Great Books Foundation, which was established in 1947. In 1986, the Core Knowledge Foundation was founded by E.D. Hirsch, Jr., professor emeritus at the University of Virginia and author. Detailed information on the names of the books and the materials for these years can be found on each website: www.greatbooks.com and www.coreknowledge.org. Should the District require additional information, the petitioners would be happy to provide it.

John Adams Academy-Lincoln curricula will be supplemented with instructional materials and state adopted textbooks to ensure that every scholar enrolled learns the Common Core State Standards required at each respective grade level.

## Recommended Textbooks for High School

### 9th Grade

| | |
|---|---|
| English | *Language of Literature Grade 9* (McDougall Littell)<br>*The Iliad* by Homer |

| | |
|---|---|
| | *Oedipus Rex* and *Antigone* by Sophocles<br>*Clouds* by Aristophanes<br>*Apology* by Plato<br>*Aeneid* by Virgil<br>Roman Poetry<br>*Julius Caesar* and *Anthony and Cleopatra* by William Shakespeare<br>*Cato* by Joseph Addison |
| Mathematics | *Algebra 1,* (Prentice Hall) or *Geometry,* (Saxon) |
| Social Science | *Histories* by Herodotus<br>*The History of the Peloponnesian War* by Thucydides<br>*Plutarch's Lives* by Plutarch<br>*The Threshold of Democracy: Athens 403 BC: Reacting to the Past* (Game Book)<br>*The Republic* by Plato (Book 8)<br>*Politics* by Aristotle (Book 1)<br>Works of Livy<br>*The Histories* by Polybius (Book 1)<br>Works of Cicero<br>Julius Caesar's Commentaries<br>*Res Gestae Divi Augusti* by Augustus<br>*The Twelve Caesars* by Suetonious<br>*Meditations* by Marcus Aurelius |
| Science | *Campbell Biology, AP Edition* (Pearson) |
| Electives | Foreign Language: (UC recommended at least 2 years)<br>*Realidades,* Levels 1-3, (Pearson)<br>Art 1: (Visual or Performing Art elective and a UC approved course is offered on campus for 2 semesters)<br>Health: Text and workbook (Glencoe) (1 semester to graduate)<br>Music: Choral/instrumental |

**10th Grade**

| | |
|---|---|
| English | *Language of Literature Grade 10* (McDougall Littell)<br>*Ivanhoe* by Sir Walter Scott<br>*The Inferno* by Dante Alighieri<br>*Hamlet* and *Macbeth* by William Shakespeare<br>*Of Studies* by Francis Bacon<br>*Paradise Lost* by John Milton (Books IX and X)<br>*The Spectator* by Joseph Addison<br>*Pride and Prejudice* by Jane Austen<br>*Hard Times* by Charles Dickens<br>British Romantic Poetry |

| | |
|---|---|
| Mathematics | Extended semester of Algebra 1 (Saxon) or *Geometry* (Saxon) or *Algebra 2*, (Saxon) |
| Social Science | *A History of Western Society* (McKay, AP)<br>*World History: Modern Times* (Glencoe) (UC recommended)<br>*Project Citizen* (CCE)<br>*Germania* by Tacitus<br>Acts of the Apostles - Selections<br>*The Confessions* (Books I, II, VIII) & *City of God* by Saint Augustine<br>*The Life of Saint Benedict* by Gregory the Great<br>*The Rule of Saint Benedict* by St. Benedict<br>*The Life of Charlemagne* by Einhard<br>Magna Charta<br>*The Life of Saint Francis* by Thomas of Celano<br>*Richard II, Henry IV part one, Henry IV part two, Richard III* by William Shakespeare<br>*95 Theses* by Martin Luther<br>*Free Will and Salvation* by Martin Luther and Desiderius Erasmus<br>*Henry VIII and the Reformation Parliament: Reacting to the Past* (Game Book)<br>Council of Trent<br>*The Thirty-Nine Articles* by Church of England<br>*The Lives of the Artists* (Leonardo de Vinci, Michelangelo, and Raphael) by Giorgio Vasari and George Bull<br>*Leviathan* by Thomas Hobbes<br>Petition of Right<br>English Bill of Rights.<br>Treaty of Westphalia<br>*Second Treatise of Government* by John Locke<br>*Discourses on Inequality* by Jean-Jacques Rousseau |
| Science | *Chemistry: The Central Science* (Pearson) |
| Electives | Foreign Language: (UC recommended at least 2 years) *Realidades*, Levels 1-3, (Pearson)<br>Art 2: (Visual or Performing Art elective and a UC approved course is offered on campus for 2 semesters)<br>Music: Choral/instrumental |

**11th Grade**

| | |
|---|---|
| English | *Language of Literature Grade 11* (McDougall Littell)<br>Poetry of Ann Bradstreet<br>*The Scarlet Letter* by Nathaniel Hawthorne |

| | |
|---|---|
| | *Uncle Tom's Cabin* by Harriet Beecher Stowe<br>*Bartleby, the Scrivener: A Story of Wall-Street* by Herman Melville<br>*Self Reliance* by Ralph Waldo Emerson<br>*The Adventures of Huckleberry Finn* by Mark Twain<br>Poetry: Longfellow, Dickenson, Poe, Whitman, Frost et alia<br>*O Pioneers!* By Willa Sibert Cather<br>*The Great Gatsby* by F. Scott Fitzgerald<br>*The Waste Land* by T.S. Eliot |
| Mathematics | *Geometry*(Saxon) or *Algebra 2* (Saxon) or<br>*Pre-calculus and Solution Guide (Houghton Mifflin)* |
| Social Science | *American history: Connecting with the Past* (McGraw Hill)<br>American History Classic Documents: 1600-1900<br>American History Classic Documents: 1900-Present<br>The Mayflower Compact<br>*A Model of Christian Charity* by John Winthrop<br>A Divine Right to Occupy the Land<br>*A Christian at his Calling* by Cotton Mather<br>*Sinners in the Hands of an Angry God* by Jonathan Edwards<br>Autobiography of Benjamin Franklin<br>*Rules by Which a Great Empire May Be Reduced To a Small One* and *An Edict by the King of Prussia* by Benjamin Franklin<br>*Kentucky 1861, Loyalty, State, and Nation: Reacting to the Past* (Game Book) |
| Science | *College Physics* (Pearson) |
| Electives | Foreign Language: (UC recommended)<br>World Geography: *Building a Global Perspective and Guided Reading and Review Book* (Pearson/Prentice Hall)(UC rec.)<br>Creative Writing<br>Music: Choral/instrumental<br>A community college course with GPA of 3.0 or better and counselor approval |

**12th Grade**

| | |
|---|---|
| English | *Language of Literature Grade 12* (McDougall Littell)<br>*Heart of Darkness* by Joseph Conrad<br>*Brothers Karamazov* by Fyodor Dostoyevsky<br>*Portrait of an Artist as a Young Man* by James Joyce<br>Metamorphosis by Franz Kafka<br>*1984* by George Orwell<br>Writing 20 page Senior Thesis |

| | |
|---|---|
| Mathematics | *Algebra 2 , Pre-calculus, Calculus of a Single Variable* (Larson, Edwards) or JC math course |
| Social Science | <u>American Government (1 Semester)</u><br>Mayflower Compact<br>*A Model of Christian Charity* by John Winthrop<br>Declarations and Resolves of the First Continental Congress<br>Declaration of Independence<br>Articles of Confederation<br>*America's Founding: The Constitutional Convention* (Game Book)<br>U.S. Constitution<br>Bill of Rights<br>Federalist Papers 10, 15, 51, 68, 78-81, 84<br>Antifederalist Papers (Federal Farmer and Brutus Selections)<br>Debate on First National Bank (Jefferson & Hamilton)<br>Debates on Manhood Suffrage<br>Taney: Scott v. Stanford (Selections)<br>Speech on Dred Scott Decision by Abraham Lincoln<br>A House Divided Speech by Abraham Lincoln<br>Second Inaugural Address by Abraham Lincoln<br>Progressive Party Platform<br><u>Four Freedoms Speech by Franklin D. Roosevelt</u><br>Economic Bill of Rights by Franklin D. Roosevelt<br>Atlantic Charter<br>Casa Blanca Conference<br>Yalta Conference<br>UN Charter<br>IBRD Charter<br>IMF Charter<br>Truman Doctrine by Harry S Truman<br>Evil Empire Speech by Ronald Reagan<br>Brandenburg Gate Address by Ronald Reagan<br>Marbury v. Madison (1803)<br>Dred Scott v Sanford (1857)<br>Brown v. Board of Education (1954)<br>Roe v. Wade (1973)<br><br><u>Economics (1 Semester)</u><br>*Wealth of Nations* by Adam Smith (Books 1 & 2)<br>The *Portable Karl Marx*, edited by Eugene Kamenka<br>Letter to the Youth of France by Frederic Bastiat<br>*Memoir on Pauperism* by Alexis De Tocqueville<br>*Capitalism and Freedom* by Milton Freidman<br>Dictionary of Economic Terms (The Economist—online)<br>NEFE High School Financial Planning Program |

| | |
|---|---|
| | Modern World History<br>*Ancient Regime and the French Revolution* by Alexis De Tocqueville<br>*Reflections on the Revolution in France* by Edmund Burke<br>*On Liberty* by John Stuart Mill<br>British Parliament, Debate on the 10 hours bill<br>Otto von Bismark, On German Unification<br>Max Weber, "On Bureaucracy"<br>*What is to Be Done?* by Vladimir Lenin<br>*Mein Kampf* by Adolf Hitler<br>Benito Mussolini: What is Fascism<br>Winston Churchill Memoirs of WWI<br>Defining a Nation: India on the Eve of Independence 1945 (Game Book)<br>*The Gulag Archepelago* by Aleksandr I. Solzhenitsyn (Abridged)<br>*Witness* by Whittaker Chambers |
| Science | *Campbell Biology, AP Edition* (Pearson) *College Physics* (Pearson) |
| Electives | Foreign Language: (UC recommended) or<br>Visual or Performing Art elective<br>Advanced Composition<br>Music: Choral/instrumental<br>A community college course with GPA of 3.0 or better and counselor approval |

The following schedule demonstrates an effective integration of traditional course textbooks and classical texts in a typical 17 week semester:

**Biology:**

| Week | Curriculum |
|---|---|
| 1-3 | Course outline/overview of terminology/cell unit |
| 4-5 | Genetics unit |
| 6 | *The Double Helix* by Watson and Crick |
| 7-8 | Evolution |
| 9-10 | *The Origin of Species* By Charles Darwin (Selections) Research Paper |
| 11-13 | Physiology |
| 14-15 | *On The Circulation of the Blood* by William Harvey |
| 16 | Research Paper on Medical Advances |
| 17 | Comprehensive review and exam |

**American Literature:**

| Week | Curriculum |
|---|---|
| 1-2 | Course outline/Elements of Literature: prose and poetry |
| 3 | Early American Poets, Ann Bradstreet |
| 4 | Transcendentalism and American Literature, *Self Reliance by* Ralph Waldo Emerson |
| 6-8 | *The Scarlet Letter* by Nathaniel Hawthorne |
| 8-10 | Poetry of Longfellow, Dickenson and Poe |
| 10-12 | *The Adventures of Huckleberry Finn* by Mark Twain |
| 12 | *Huckleberry Finn* (Essay) |
| 13-16 | *Uncle Tom's Cabin* by Harriet Beecher Stowe |
| 17 | Comprehensive review and exam |

The following is a sampling of what scholars will expect to encounter at each grade level in their classwork/colloquium experience in English:

| | 6th Grade | 7th Grade | 8th Grade | 9th Grade | 10th Grade | 11th Grade | 12th Grade |
|---|---|---|---|---|---|---|---|
| ENGLISH | A Psalm of Life (P)<br>All the World's a Stage (P)<br>I Wandered Lonely as a Cloud (P)<br>If (P)<br>Julius Caesar<br>Mother to Son (P)<br>Stopping by Woods on A Snowy Evening (P)<br>The Illiad<br>The Odyssey<br>The Prince and the Pauper<br>The Raven (P) | Diary of a Young Girl<br>The call of the Wild<br>The Gift of the Magi (SS)<br>The Necklace (SS)<br>The Secret Life of Walter Mitty (SS)<br>The Tell-Tale Heart (SS) | An Honest Thief (SS)<br>Animal Farm<br>Dr. Heidegger's Experiment (SS)<br>God Sees the Truth But Waits (SS)<br>The Bet (SS)<br>The Good Earth<br>The Open Boat (SS) | Aeneid<br>Anthony and Cleopatra<br>Antigone<br>Cato: A Tragedy<br>Clouds<br>Oedipus Rex<br>The Illiad | Dante's Inferno<br>Hamlet<br>Hard Times<br>Ivanhoe<br>Macbeth<br>Paradise Lost<br>Pride and Prejudice<br>The Spectator | Adventures of Huckleberry Fin<br>Bartleby<br>Scarlet Letter<br>The Great Gatsby<br>Uncle Tom's Cabin | 1984<br>A Portrait of an Artist as a Young Man<br>Brothers Karamazov<br>Heart of Darkness<br>Les Miserables |
| | P=Poem | SS=Short Story | | | | | |

Great people of the past have always studied the classics. Classics are defined as having two characteristics. First, classics give glaring insight into human nature. They bring one face to face with questions and actions of humanity. Second, a classic is a work that is worth studying over and over wherein the scholar learns more each time it is read.

Most agree that a classic must be read at least five times to get the real messages of the author. The best way to mine the nuggets of knowledge from a classic is to have a mentor. A mentor is a person who has gone before in his/her studies, is well versed in the classic, and can lead scholars in a discussion which will help them discover for themselves the rich wisdom contained in the classic.

**The Rewards**

Studying the classics is not a popular thing to do in high school anymore. It will not necessarily speed up the "conveyor belt" process leading to a college degree. It will, however, develop in the scholar a greater degree of maturity, judgment, and understanding of human nature and the ability to think independently than perhaps any other educational activity. It will build characteristics of heroes in young people. It will prepare them for greater service in the future. It will teach them how to think.

Imagine scholars graduating from the John Adams Academy - Lincoln, each of whom have mastered 20, 30, 40, or 50 or more of the greatest classics ever written. It will represent an unmatched educational experience. We want to recognize scholar accomplishments in these areas, not solely by GPA, but also by their participation in classical education. Scholarships will be offered to them to the extent funds are available.

## Mode of Instruction

John Adams Academy - Lincoln intends to offer site-based, independent study, and on-line instruction to its scholars. This hybrid approach offers the best opportunity to meet the needs of a diverse cross-section of scholars in an individual way. Not all scholars will use all of these modes of instruction. However, the intent is that each scholar will participate in each of these modes of instruction to the extent that is necessary to meet their needs and ensure their success. Some will be fully instructed through independent study or online instruction, some will be instructed completely with site-based instruction, and some will receive a blend of both as appropriate.

As an example of how this would be implemented, if a scholar is already fluent in Spanish, their family might wish to have them learn Chinese rather than Spanish so that they would have an opportunity to learn three languages rather than just two. If John Adams Academy – Lincoln does not have sufficient interest to teach Chinese as a traditional site-based course, the course could be taken through an online course under the direction of a California credentialed supervising teacher. The rest of this scholar's instruction would be site-based because the other courses are appropriate for the scholar.

### Instructional Methods

Teachers will use a variety of instructional methods to most effectively assist scholars at all levels in mastering the curriculum. These will include teacher lecture, cooperative learning, and individual instruction. It will include effective instructional methods such as

immediate feedback, graphic organizers, summarizing and note. Teachers' instruction will also be supported by an electronic assessment resource system that provides teachers with current and specific information about scholar achievement, for individual scholars as well as for groups of scholars. Quality instructional methods such as these have the proven ability to be effective with a wide range of scholars, including those who are currently performing below grade level, are English language learners or are scholars with special needs.

Instructional methods will be determined by the data driven needs of individual scholars. This is important for all scholars but is especially important for EL and special needs scholars. Teachers will use a range of instructional methods to differentiate instruction. These methods include but are not limited to problem-based learning (placing scholars in the active role of solving problems), multiple entry points (proposes scholar exploration of a topic through a number of avenues such as narrative, foundational and experimental), choice boards (work assignments are on cards and teachers ask scholars to select from a range of cards), compacting (do pre-assessments and scholars know the material are able to move on), and complex instruction (uses challenging materials, open ended tasks and small instructional groups.)

Teachers will supplement classroom study with field trips, web-based topical seminars and independent study options. Scholars at the high school level will also have opportunities to take courses at local colleges (e.g., Sierra College) and universities (e.g. ACE program through Sacramento State University). A wide range of after-school clubs and intramural sports, supervised by teachers and parent volunteers, will also provide enriching educational, recreational and social opportunities for scholars. These activities help with the personal growth of scholars, provide opportunities for scholars to build community with each other and to make important connections with/contribution to the larger community.

**Offered Instructional Minutes**

The Academy will far exceed the number of minutes of instruction as required by Education Code Section 46201(a)(3). These minutes do not include before school, after school and Saturday school instructional time. Specifically, annual instructional minutes shall be as follows:

| Grades | Legal Minimum | JAA - Lincoln Minimum |
|---|---|---|
| Kindergarten | 36,000 | 36,000 |
| Grades 1-3 | 50,400 | 50,400 |
| Grades 4-8 | 54,000 | 67,600 |
| Grades 9-12 | 64,800 | 69,600 |

The petitioners have attached a sample schedule of classes for each grade level to illustrate how these instructional minutes will be allocated (see Appendix F).

## Staff Development

The John Adams Academy – Lincoln Headmaster (and other administrators as hired and as appropriate) shall attend workshops of the California Charter Schools Association and the Charter Schools Development Center to ensure that he/she has a solid working knowledge of all aspects of managing and operating a charter school.

Teachers shall participate in a wide range of professional development workshops designed to advance their skills and practices in their roles as teachers and mentors at John Adams Academy - Lincoln. These shall include, but not be limited to:

1. Special education
2. Scholar discipline
3. Curriculum development and assessment
4. Training by Oliver DeMille or designee on the use of mentoring
5. Use of technology in instruction
6. Training in Great Books by a Great Books professional or designee
7. Training in Core Knowledge by a Core Knowledge professional or designee
8. Training in Riggs Institute's Writing and Spelling Road to Reading and Thinking literacy program

## Parental Participation in the Educational Program

Some of the greatest learning and most effective mentoring comes from parents and siblings discussing the great ideas they are reading about together. Parents must focus on their education, read the classics in all fields, find mentors who inspire and demand quality, structure their days to include study time and become a person who inspires great education.

A parent does not need to be an expert to inspire great education, classics provide the expertise, but parents must set the example for self-improvement. It is unlikely that scholars will desire or be inspired to pursue a better education than what is modeled for them. Parents who have never read the classics cannot discuss them or mentor them to the next generation.

## Goals and Actions to Achieve the State Priorities

| CHARTER SCHOOL GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES |
|---|
| Pursuant to Education Code Section 47605(b)(5)(A)(ii), following is a table describing the Academy's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals. |
| Local Control Accountability Plan ("LCAP") |

Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, the Charter School will produce a Local Control Accountability Plan ("LCAP"), which shall update the goals and annual actions identified below, using the LCAP template adopted by the State Board of Education. The Charter School shall submit the LCAP to its authorizer and the Placer County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into "subpriorities."

| STATE PRIORITY #1 — BASIC SERVICES<br>*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))* | |
|---|---|
| **SUBPRIORITY A – TEACHERS** | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of teachers will possess a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and will be appropriately assigned. |
| ACTIONS TO ACHIEVE GOAL | Administration will screen candidates for a valid CA Teaching Credential and appropriate EL authorization; the Business Services Technician will review credentials annually. |
| **SUBPRIORITY B – INSTRUCTIONAL MATERIALS** | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of scholars will have full access to standards-aligned instructional materials and classic texts as listed in our charter petition. |
| ACTIONS TO ACHIEVE GOAL | All CA Common Core State Standards aligned instructional materials and classic texts will be purchased and fully accessible to all scholars in the classroom; grades 7-12 will have access to the same materials through electronic reading devices both at school and at home. |
| **SUBPRIORITY C – FACILITIES** | |
| GOAL TO ACHIEVE SUBPRIORITY | Maintain a pristine, safe, and fully functional facility. |
| ACTIONS TO ACHIEVE GOAL | Daily general cleaning by custodial staff will maintain campus cleanliness; monthly and annual facility inspections will screen for safety |

| | |
|---|---|
| | hazards. |
| **STATE PRIORITY #2 — IMPLEMENTATION OF COMMON CORE STATE STANDARDS**<br>*Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency* | |
| **SUBPRIORITY A – CCSS IMPLEMENTATION** | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of teachers will participate in ongoing professional development on the implementation of Common Core State Standards in conjunction with the John Adams Academy Classical Model. |
| ACTIONS TO ACHIEVE GOAL | Teachers will identify and participate in ongoing professional development focused on the alignment of the CCSS through classics, the Core Knowledge Sequence, Riggs literacy program and technology in teaching and learning. |
| **SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE** | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of EL scholars will gain English proficiency by being fully immersed in content rich academic language experiences across the curriculum and through the implementation of the CCSS. |
| ACTIONS TO ACHIEVE GOAL | EL scholars participate in English Language Arts/Literacy instructional support. Teachers will be CLAD certified and will scaffold language experiences and provide multi-sensory learning opportunities connecting curriculum to each EL scholar's background knowledge. |
| **SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY** | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% EL scholars will reach academic fluency through the implementation of instructional strategies and curriculum aligned with the CCSS as measured by scoring advanced levels on the CELDT exam. |
| ACTIONS TO ACHIEVE GOAL | EL scholars participate in English Language Arts/Literacy instruction with appropriate instructional support. All teachers participate in professional development, are CLAD certified and make accommodations such as scaffolding instruction to promote proficiency in listening, speaking, reading and writing according to language needs in alignment with ELD curriculum. Riggs literacy program will be used to support as an intervention to help scholars gain language proficiency. |
| **STATE PRIORITY #3 — PARENTAL INVOLVEMENT**<br>*Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation* | |
| **SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT** | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy will create an Academy Advisory Committee (School Site Council) and Parent Service Organization of which parents will participate. |

| | |
|---|---|
| ACTIONS TO ACHIEVE GOAL | Each spring, parents will nominate and elect parents to serve on each council. |
| SUBPRIORITY B – PROMOTING PARENT PARTICIPATION | |
| GOAL TO ACHIEVE SUBPRIORITY | Maintain AAC and PSO; 100% of parents will be actively involved stakeholders in the school community throughout the course of the academic year. |
| ACTIONS TO ACHIEVE GOAL | Administration will work with parent participation groups to recruit through use of email communications, monthly parent meetings and school website. Service opportunities are provided year-round via the school website: www.johnadamsacademy.com and through weekly email communications, classroom newsletters, parental agreement to volunteer a minimum of 40 service hours per year. |
| STATE PRIORITY #4 – STUDENT ACHIEVEMENT<br>*Pupil achievement, as measured by all of the following, as applicable:*<br>*A. California Assessment of Student Performance and Progress (CAASPP) statewide assessment*<br>*B. The Academic Performance Index (API)*<br>*C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education*<br>*D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)*<br>*E. EL reclassification rate*<br>*F. Percentage of pupils who have passed an AP exam with a score of 3 or higher*<br>*G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness* | |
| SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS | |
| GOAL TO ACHIEVE SUBPRIORITY | 80% of scholars, grades 3-11, will score proficient or higher in the CAASPP testing in the area of ELA/Literacy and Mathematics. |
| ACTIONS TO ACHIEVE GOAL | Utilizing the John Adams Academy Classical Learning Methodology as a basis and implementation of a Reading Intervention program to assist at-risk scholars, and instructional technology in the area of mathematics, use of instructional technology in the area of Mathematics and ELA; teachers. |
| SUBPRIORITY B – API | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of scholars, including all numerically significant student subgroups, will meet the annual API Growth Target, or equivalent, as mandated by the CA State Board of Education. |

| | |
|---|---|
| Actions to Achieve Goal | Classroom will incorporate testing strategies in preparation for the state standardized testing. Immerse scholars in metacognitive experiences such as Socratic seminar; ensure in-depth study of classical literature, history, mathematics, science and the arts aligned with CCSS. |
| Subpriority C – UC/CSU Course Requirements (or CTE) | |
| Goal to Achieve Subpriority | 100% of our scholars will successfully complete A-G courses that will satisfy UC/CSU admission requirements. |
| Actions to Achieve Goal | Scholar participation and completion the curriculum and instructional requirement of each A-G course. Course instruction will incorporate high standards of academic excellence to ensure efficient use of instructional time; teachers will provide additional support via study hall, teacher office hours and academic learning labs. |
| Subpriority D – EL Proficiency Rates | |
| Goal to Achieve Subpriority | EL scholars will advance at least one performance level on the CELDT each academic year. |
| Actions to Achieve Goal | EL scholars will receive in-class instructional support, which includes teacher support, small group work, usage of SDAIE and ELD instructional strategies. |
| Subpriority E – EL Reclassification Rates | |
| Goal to Achieve Subpriority | EL scholars will be reclassified as Fluent English Proficient annually and perform at grade level on the CAASPP. |
| Actions to Achieve Goal | EL scholars will receive in-class instructional support, which includes teacher support, small group work, usage of SDAIE and ELD instructional strategies. |
| Subpriority F – AP Exam Passage Rate | |
| Goal to Achieve Subpriority | Increase AP exam passage rate by 5% annually with a 3 or higher. |
| Actions to Achieve Goal | Utilizing the John Adams Academy Classical Learning Methodology and promoting enrollment in AP classes; AP study hall. |
| Subpriority G – College Preparedness/EAP | |
| Goal to Achieve Subpriority | 100% of scholars will participate in and demonstrate college preparedness on the EAP. |
| Actions to Achieve Goal | Scholars will learn strategies and methods to promote excellence in writing skills. Teachers will instill an understanding of the importance of |

| | |
|---|---|
| | college preparatory assessment in the classroom setting as well as in advisory classes. |
| **STATE PRIORITY #5 – STUDENT ENGAGEMENT**<br>*Pupil engagement, as measured by all of the following, as applicable:*<br>*A. School attendance rates*<br>*B. Chronic absenteeism rates*<br>*C. Middle school dropout rates (EC §52052.1(a)(3))*<br>*D. High school dropout rates*<br>*E. High school graduation rates* | |
| **SUBPRIORITY A – STUDENT ATTENDANCE RATES** | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of scholars will arrive promptly and attend their classes daily. The Academy will maintain a 98% ADA rate. |
| ACTIONS TO ACHIEVE GOAL | John Adams Academy-Lincoln will provide a safe and engaging learning environment for all its scholars and families. Daily morning pledge ceremonies commencing 10 minutes prior to the instructional day motivate and inspire high standards of academic excellence and scholar empowered learning, hence promoting an appreciation of excellent attendance. Teachers and families will work collaboratively to build a school culture through participation in the morning pledge ceremony. |
| **SUBPRIORITY B – STUDENT ABSENTEEISM RATES** | |
| GOAL TO ACHIEVE SUBPRIORITY | Scholars will not have more than three absences in any school year. |
| ACTIONS TO ACHIEVE GOAL | Parents will be informed of chronic absences as specified in Attendance and Truancy Policy. |
| **SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES** | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy-Lincoln will retain and promote 95% of 6th - 8th grade scholars. |
| ACTIONS TO ACHIEVE GOAL | John Adams Academy-Lincoln will offer an academically engaging learning environment for all its scholars. Active monitoring of attendance will enable us to conduct early outreach and interventions in order to ensure scholars remain in school. Parent education opportunities will be provided for those in need. We will also conduct outreach through our Academy SARB board. |
| **SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES** | |
| GOAL TO ACHIEVE | John Adams Academy-Lincoln will retain and promote 95% of 9th - 12th grade scholars. 100% of 12th grade scholars will graduate from John |

| | |
|---|---|
| SUBPRIORITY | Adams Academy-Lincoln. |
| ACTIONS TO ACHIEVE GOAL | John Adams Academy-Lincoln will offer an academically engaging learning environment for all its scholars. Active monitoring of attendance will enable us to conduct early outreach and interventions in order to ensure scholars remain in school. Parent education opportunities will be provided for those in need. We will also conduct outreach through our Academy SARB board. |
| **SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES** | |
| GOAL TO ACHIEVE SUBPRIORITY | All John Adams Academy-Lincoln seniors will successfully complete the coursework required to graduate from the Academy by the end of their senior year. |
| ACTIONS TO ACHIEVE GOAL | John Adams Academy advisory teachers/counselors will serve to guide our scholars through the steps necessary to graduate from the Academy, as well as to ensure qualifications are met in order to be admitted into the UC/CSU college of choice. |
| **STATE PRIORITY #6 – SCHOOL CLIMATE**<br>*School climate, as measured by all of the following, as applicable:*<br>*A. Pupil suspension rates*<br>*B. Pupil expulsion rates*<br>*C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness* | |
| **SUBPRIORITY A – PUPIL SUSPENSION RATES** | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy – Lincoln will maintain an annual suspension rate of less than 1%. |
| ACTIONS TO ACHIEVE GOAL | Teachers will be trained on the implementation of our Ten Core Values, which outline our classroom management and behavior approach. The Dean of Scholars will work with teachers and families to manage scholar behavior issues and concerns. |
| **SUBPRIORITY B – PUPIL EXPULSION RATES** | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy – Lincoln will maintain an annual suspension rate of less than 1%. |
| ACTIONS TO ACHIEVE GOAL | Teachers will be trained on the implementation of our Ten Core Values, which outline our classroom management and behavior approach. The Dean of Scholars will work with teachers and families to manage scholar behavior issues and concerns. |

| SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS) | |
|---|---|
| GOAL TO ACHIEVE SUBPRIORITY | 100% scholar and staff will adhere to the School Safety Plan. |
| ACTIONS TO ACHIEVE GOAL | Annually, all employees will be trained on the elements of the School Safety Plan. Administration will work with the Academy Advisory Council (School Site Council) and a safety committee to ensure a survey reaches the appropriate stakeholders to create action plans when necessary. Scholars will participate in monthly fire, earthquake, and safety drills. |
| **STATE PRIORITY #7— COURSE ACCESS**<br>*The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth, E.C. §42238.02) and students with exceptional needs.*<br>*"Broad course of study" includes the following, as applicable:*<br>*Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)*<br>*Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))* | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy-Lincoln scholars, including all scholar subgroups, unduplicated scholars, and scholars with exceptional needs, will have access to and enroll in our academic and educational program as outline in the Academy's Charter. |
| ACTIONS TO ACHIEVE GOAL | All academic content area will be available to all scholars, including scholar subgroups, at all grade levels. |
| **STATE PRIORITY #8—OTHER STUDENT OUTCOMES**<br>*Pupil outcomes, if available, in the subject areas described above in #7, as applicable.* | |
| SUBPRIORITY A – ENGLISH | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy. |
| ACTIONS TO ACHIEVE GOAL | All scholars according to grade level will participate in:<br>K-5: Implementation of the Riggs Institute's literacy program, McCall-Crabbs Standard Test Lessons in Reading, Susan Wise Bauer's *Writing with Ease* and classical literature.<br>6-12: Instructional strategies implemented throughout various informational and other literature texts including classical poetry, drama, fiction, social studies documents, and scientific documents.<br>Instructional strategies will be implemented K-12 to include: small group |

| | |
|---|---|
| | work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| **SUBPRIORITY B – MATHEMATICS** | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level proficiency in Mathematics. |
| ACTIONS TO ACHIEVE GOAL | All scholars according to grade level will participate in:<br>K-5: Implementation of Saxon mathematics and support material, ie Rocket Math.<br>6-12: Utilize CCSS and UC A-G standards aligned mathematics curricula; basic math, pre-algebra, algebra, geometry, algebra 11, trigonometry, pre-calculus and calculus.<br>Instructional strategies will be implemented K-12 to include: focused and designed instruction; spiraling math curriculum; small group work, one-to-one assistance, peer tutorial support, small group after-school tutorials, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| **SUBPRIORITY C – SOCIAL SCIENCES** | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge in history, civics and social science. |
| ACTIONS TO ACHIEVE GOAL | Through direct instruction and an integrated approach, scholars will study a blend of American History, world history, government, geography and economics using the CA History-Social Science Content Standards or presently approved state standards. Strategies included in an integrated approach are: non-fiction and historical fiction texts; mini research projects and presentations, computer based information (articles, videos); field trip experiences, debates, and hands-on projects.<br>K-5: Implementation of *The Story of the World* by Susan Wise Bauer, Junior Great Book Series, and primary source documents.<br>6-12: Implement quality teaching in history with CCSS and UC A-G standards aligned curriculum, geography, government economics, political philosophy, emphasizing key documents and classical texts. |
| **SUBPRIORITY D – SCIENCE** | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge in life, earth and space, and physical science. |
| ACTIONS TO ACHIEVE GOAL | Utilizing an inquiry based approach scholars will develop an understanding of science and engineering practices, disciplinary core ideas and cross-curricular practices. Strategies include: hands-on |

| | |
|---|---|
| | learning, gathering and analyzing data, and integrating skills and concepts as they apply to different subjects.<br>K-5: Implementation of science curriculum from a variety of resources.<br>6-12: Implementation of CCSS and UC A-G standards aligned science curriculum in earth science, biology, chemistry, physics, and anatomy and physiology. |
| **SUBPRIORITY E – VISUAL AND PERFORMING ARTS** | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge the visual and performing arts. |
| ACTIONS TO ACHIEVE GOAL | All scholars according to grade level will participate in:<br>K-5: Implementation of the art docent and music docent program as well as teacher directed experiences.<br>6-12: Implementation of CCSS and UC A-G standards aligned curriculum with emphasis on scholar projects.<br>Instructional strategies will be implemented K-12 to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| **SUBPRIORITY F – PHYSICAL EDUCATION (K-6 ONLY)** | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge of physical education. |
| ACTIONS TO ACHIEVE GOAL | All scholars according to grade level will participate in:<br>Instructional strategies will be implemented K-6 to include: individual skills development in small and large motor skills, small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals.<br>Implementation of the SPARK program. |
| **SUBPRIORITY G – HEALTH (GRADES K-5 ONLY)** | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge of health education. |
| ACTIONS TO ACHIEVE GOAL | All scholars in grades K-5 will participate in:<br>Instructional strategies will be implemented to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| **SUBPRIORITY H – FOREIGN LANGUAGES (GRADES 6-12 ONLY)** | |

| | |
|---|---|
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge of foreign language. |
| ACTIONS TO ACHIEVE GOAL | All scholars in grades 6th – 12th will participate in:<br>Instructional strategies will be implemented to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| SUBPRIORITY I – OTHER SUBJECT(S) AS PRESCRIBED BY THE BOARD: LATIN | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars grades 2nd – 6th, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge of foreign language. The Latin teacher will push into the regular classroom setting to teach beginning Latin roots and structures. |
| ACTIONS TO ACHIEVE GOAL | All scholars in grades 2nd – 6th will participate in:<br>Instructional strategies will be implemented to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| SUBPRIORITY J – OTHER SUBJECT(S) AS PRESCRIBED BY THE BOARD: GREEK ENRICHMENT | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars in grade 7, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge of the Greek language. |
| ACTIONS TO ACHIEVE GOAL | All 7th grade scholars will participate in:<br>Instructional strategies will be implemented to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| SUBPRIORITY K – OTHER SUBJECT(S) AS PRESCRIBED BY THE BOARD: LATIN ENRICHMENT | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars in grade 8, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge of the Latin language. |
| ACTIONS TO ACHIEVE GOAL | All 8th grade scholars will participate in:<br>Instructional strategies will be implemented to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |

## *PLAN FOR ENGLISH LEARNERS*

The Academy will follow all applicable laws in serving its English Learner (EL) scholars, including full inclusion in the classroom, small group instruction, and individual instructional customization in the classroom.

The Academy will administer the Home Language Survey upon a scholar's enrollment. All scholars, who indicate that their home language is one other than English, will be initially administered the California English Language Development Test (CELDT) within thirty (30) days of enrollment, and annually thereafter between July 1st and October 31st until reclassified as Fluent English Proficient (FEP). Scholars reclassified as Fluent English Proficient (R-FEP) will be monitored for two (2) years.

The Academy will notify all parents of EL scholars prior to CELDT administration. Parents will receive CELDT results within thirty days of the Academy receiving results from the publisher. The CELDT shall be used to determine qualification to reclassify an EL scholar as Fluent English Proficient (R-FEP) and to fulfill the requirements under the "No Child Left Behind" Act (NCLB) for annual English proficiency testing.

The Academy will first determine to what extent the scholar is limited English proficient. The Academy will then make a determination as to what site program and servicing the scholar will receive (e.g. Structured English Immersion). The Academy will analyze what interventions have been used previously with the scholar and make a determination as to whether any of the interventions will continue to be utilized.

Dependent upon the scholar's grade level and/or English Language proficiency levels, the Academy will ensure the scholar is receiving an intensive and targeted intervention program for English Language acquisition. Interventions include, but are not limited to, the following:

- Utilization of directed, structured, and researched-based instruction.
- Structured, targeted, and rigorous standards-based instruction integrating the Theory of Multiple Intelligences which centers on scholars' learning strengths; and
- Scholar Success Team process to analyze current interventions being utilized within the classroom, put in place new interventions, and monitor all interventions to determine effectiveness.

If necessary, and with parental/guardian consent, John Adams Academy – Lincoln will determine a scholar's eligibility for Special Education services as needed.

John Adams Academy - Lincoln will run a full-inclusion program for our EL scholars. EL scholars will not be placed in sheltered or bilingual instruction classes at John Adams Academy - Lincoln. From the first day of school, EL scholars will be immersed in English, with the language support they need to learn the language. Additionally, this support will enable them to develop the grammatical framework and vocabulary needed to become proficient readers and writers.

All teachers of EL scholars will receive professional development in order to better understand the instructional steps and approaches necessary for English Language acquisition. All John Adams Academy - Lincoln teachers will be CLAD certified or in the process of obtaining CLAD certification.

EL scholars will be monitored by homeroom teachers using the same *Academic Strategic Success Plan* process as other scholars. Our goal is to help EL scholars move rapidly through the five levels of English Language proficiency and ultimately become reclassified as Fluent English Proficient (R-FEP). Research shows that once a child achieves the intermediate stages of fluency, they begin to accelerate their progress on all of their academic work.

There will be two types of English Language Development programs at John Adams Academy - Lincoln: Structured English Immersion (SEI) and English Language Mainstream (ELM). SEI classrooms are designed for scholars with less than "reasonable fluency". An English language mainstream classroom is designed for scholars with "reasonable fluency" or a "good working knowledge of English". Typically, EL scholars scoring at the beginning to intermediate levels on the CELDT are considered to have less than "reasonable fluency" (California *Education Code* [*EC*] Section 305). Typically, scholars scoring at the intermediate level or higher (Early Advanced or Advanced) are considered to have "reasonable fluency." However, districts (in this case, John Adams Academy - Lincoln) determine what levels constitute "reasonable fluency" and "less than reasonable fluency."

An EL scholar shall be transferred from a SEI classroom to an English language mainstream classroom when the scholar has acquired a reasonable level of English proficiency (*EC* 305). However, at any time, including during the school year, a parent or guardian may have his or her scholar moved into an English language mainstream classroom utilizing the Parental Exception Waiver process (*California Code of Regulations [CCR]*, Title 5, section 11301).

Structured English Immersion (SEI): Scholars who score at less than reasonable fluency are placed in an SEI program and are taught overwhelmingly in English. Some assistance may be provided in the primary language. Scholars are taught ELD and other core subjects by authorized teachers using textbooks and supplementary materials approved by John Adams Academy - Lincoln's Board of Directors. Instruction is based on ELD and grade-level content standards. Instruction includes differentiated core content delivered through Specially Designed Academic Instruction in English (SDAIE).

English Language Mainstream (ELM): Scholars who score at reasonable fluency in English are placed in an ELM program. They are taught ELD and other core subjects by authorized teachers using textbooks and supplementary materials approved by John Adams Academy - Lincoln's Board of Directors. Instruction is based on ELD and grade-level content standards. Scholars will receive additional instruction needed to assist them

to be reclassified as fluent English proficient. Core content will be delivered through Specially Designed Academic Instruction in English (SDAIE).

The process and criteria for determining when a scholar should exit the ELD Program is as follows: According to the California Education Code Section 313[d], the required criteria are CELDT results, Comparison of Performance in Basic Skills, Teacher Evaluation (term grades), and a writing rubric which will serve as an additional multiple measure. Specific criteria for each component listed above are as follows:

Overall CELDT scores: Early Advanced or Advanced (with no sub-skills scoring less than Intermediate in Reading, Writing, Language, and Speaking)

CST scores: Proficient or Advanced in English Language Arts (ELA) and Math

Teacher Evaluation: grades must be a C or better in all core academic subject areas (e.g., Reading, Math, Writing, etc.) for scholars in grades K - 8

Writing Rubric: Grade-level writing samples must score a 3 or better on a 4 point maximum rubric scale. Writing rubrics will measure writing strategies, language conventions, sentence structure, grammar, capitalization, punctuation, and spelling.

Prior to scholars exiting the ELD program, the EL coordinator and site administration will obtain parent approval during a Parental Opinion & Consultation session/meeting. If the scholar is receiving Special Education services, an IEP team meeting will be held and an addendum will be submitted to reflect that the scholar being reclassified is based due to a learning disability rather than a language barrier.

Title III requires that states hold Title III subgrantees accountable for meeting three annual measurable achievement objectives (AMAOs) for English learners. The first AMAO relates to making annual progress on the CELDT, the second relates to attaining English proficiency on the CELDT, and the third AMAO relates to meeting Adequate Yearly Progress (AYP) by the English Learner subgroup at the LEA level. Charter schools that are direct funded and that receive Title III funds as a separate LEA will be held accountable for meeting the AMAOs and will receive Title III Accountability Reports each fall.

The following assessments will be utilized to measure progress toward AMAOs:

| | |
|---|---|
| AMAO 1 | CELDT |
| AMAO 2 | CELDT |
| AMAO 3 | CST, CAPA |

John Adams Academy - Lincoln plans to meet and/or exceed all AMAO targets as well as AYP targets.

## *PLAN FOR SCHOLARS WHO ARE ACADEMICALLY LOW ACHIEVING*

John Adams Academy - Lincoln strongly believes that when both teachers and parents collaborate on addressing unique scholar needs and barriers preventing academic success, scholars *will* succeed. Teachers will meet regularly to compare their scholar data, discuss scholar performance and concerns, and discuss instructional strategies, interventions, and enrichment.

John Adams Academy - Lincoln is designed to serve all scholars, including those who would be at risk of achieving below basic proficiency on state exams. We will identify at-risk scholars based on standardized tests and those who are not meeting grade level Standards on classroom assessments. There will be targeted intervention by teachers who have proven instructionally strong in this designated area. In addition, remedial intervention will be offered before school, after school, and on Saturdays, to scholars in grades one through twelve.

Scholars At-Risk of Low Achievement

John Adams Academy - Lincoln will screen the following data to identify at-risk scholars in accordance with the California guidelines:

- Scholars scoring Basic, Below Basic, or Far Below Basic on the previous year's adopted standardized test in any one subtest score.
- Scholars who are at least one year below grade level in the areas of Reading, Writing, Math, Oral Language, Science or History as identified by interim assessments; and
- Scholars recommended for academic intervention.

John Adams Academy - Lincoln will use diagnostic assessments in Reading, Writing, and Math to help identify struggling scholars within the first seven (7) weeks of school.

Academic Strategic Success Plans

John Adams Academy - Lincoln will use the *Academic Strategic Success Plans* to inform parent(s)/guardian(s) that their scholar's work is falling below our academic expectations and is now labeled "at risk". The *Academic Strategic Success Plan* will be used with all identified at-risk scholars to allow teachers to collaborate on the best strategies and past successful interventions that may be helpful to ensure academic growth. The *Academic Strategic Success Plan* will be updated each semester, with targeted objectives and goals focusing on the scholar meeting grade level standards. The parent(s)/guardian(s), teacher, and scholar are required to attend all meetings in order to set goals and objectives to ensure academic growth. Parent(s)/Guardian(s) will be informed as soon as their scholar is in danger of being identified as being "at-risk".

Data will be gathered through frequent interim assessments performed in the core subject areas. Teachers will have the tools they need to track all of their scholars and ensure they are making sufficient progress. The *Academic Strategic Success Plans* will be updated to identify if interventions have been successful, or if additional intervention is necessary.

If a scholar is deemed as making "adequate progress", the scholar will continue to be monitored to ensure academic success. If by the end of the school year the scholar is not making adequate progress, further remediation/intervention will be considered, including, but not limited to, retention, special education assessment, etc.

Intervention

Despite the significant amount of individualization built into the John Adams Academy - Lincoln curriculum, some scholars may need additional attention and/or services. Remedial intervention will be offered before school, after school, and on Saturdays, to scholars in grades one through eight.

## *PLAN FOR SCHOLARS WHO ARE ACADEMICALLY HIGH ACHIEVING*

Scholars who are high achieving and self motivated are pro-active in selecting projects and establishing timelines for completing work. In collaboration with the team of scholar/parent and teacher, the following options are available:

1. Weekly tutoring in challenging classes,
2. Attending classes designed to meet the needs of accelerated scholars,
3. Use of curriculum supplements that are designed to challenge high-achieving scholars,
4. Attending classes at Sierra Community College or other local colleges,
5. Online computer based programs in advanced courses.

Teachers attend numerous trainings throughout the year designed to enhance their ability to personalize instruction for each type of learner so that high achieving scholars can be challenged at the John Adams Academy - Lincoln.

## *PLAN FOR SPECIAL EDUCATION*

### *Plan for Serving s with Disabilities*

The Academy intends to function as a local educational agency for purposes of providing special education instruction and related services under the Individuals with Disabilities Education Improvement Act pursuant to Education Code Section 47641(a). The Academy will submit an application to a Special Education Local Plan Area ("SELPA") for membership as a Local Educational Agency ("LEA"). John Adams Academy - Lincoln pledges full compliance with the IDEIA and Education Code provisions regarding special education. John Adams Academy - Lincoln intends to provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the applicable SELPA which shall include but not be limited to identification, assessment, IEP development, implementation, and review, and provision of a full continuum of placement options to ensure each identified scholar is offered a free appropriate public education ("FAPE") in the least restrictive environment.

John Adams Academy - Lincoln shall comply with all applicable State and Federal Laws in serving scholars with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act ("IDEIA").

*John Adams Academy - Lincoln shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Academy shall be accessible for all scholars with disabilities.*

*Section 504 of the Rehabilitation Act*

John Adams Academy - Lincoln recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of John Adams Academy - Lincoln. Any scholar, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Academy.

A 504 team will be assembled by the Headmaster of John Adams Academy - Lincoln and shall include parents/guardians, the scholar (where appropriate), and other qualified persons knowledgeable about the scholar, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the scholar's existing records, including academic, social and behavioral records and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the scholar has already been evaluated under the IDEA, but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The scholar evaluation shall be carried out by the 504 team who will evaluate the nature of the scholar's disability and the impact upon the scholar's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.

b. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligent quotient.

c. Tests are selected and administered so as to ensure that when a test is administered to a scholar with impaired sensory, manual or speaking skills, the test results accurately reflect the scholar's aptitude or achievement level or whatever factor the test purports to measure rather than reflecting the scholar's impaired sensory, manual or speaking skills.

The final determination of whether the scholar will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the

parent or guardian of the scholar in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the scholar for special education per the IDEIA, a referral for special education assessment will be made by the 504 team.

If the scholar is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the scholar receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the scholar, drawing upon a variety of sources, including, but not limited to, assessments conducted by the John Adams Academy - Lincoln's professional staff.

The 504 Plan shall describe the Section 504 disability and any program modification that may be necessary. All 504 team participants, parents, guardians, teachers and any other participants in the scholar's education, including substitutes and tutors, must have a copy of each scholar's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute.

A copy of the 504 Plan shall be maintained in the scholar's file. Each scholar's 504 Plan will be reviewed regularly to determine the appropriateness of the Plan, continued eligibility or readiness to discontinue the 504 Plan.

## ELEMENT B: MEASURABLE STUDENT OUTCOMES

*Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605(b)(5)(B).*

The Academy will use mandated standardized state assessments as required by Education Code Section 47605(c)(1), including but not limited to, the CAASPP, the CELDT, and the PFT.

| CHARTER SCHOOL OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES | |
|---|---|
| Pursuant to Education Code Section 47605(b)(5)(B), following is a table describing the Academy's outcomes that align with the state priorities and the Academy's goals and actions to achieve the state priorities, as identified in Element A of this charter.<br><br>The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site. | |
| STATE PRIORITY #1— BASIC SERVICES<br>*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))* | |
| SUBPRIORITY A – TEACHERS | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of teachers will possess a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and will be appropriately assigned. |
| ACTIONS TO ACHIEVE GOAL | Administration will screen candidates for a valid CA Teaching Credential and appropriate EL authorization; the Business Services Technician will review credentials annually. |
| MEASURABLE OUTCOME | 100% of teachers will possess a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and will be appropriately |

| | |
|---|---|
| | assigned. |
| Methods of Measurement | Initial and annual verification of teacher credentials as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of School Accountability Report Card. |
| **Subpriority B – Instructional Materials** | |
| Goal to Achieve Subpriority | 100% of scholars will have full access to standards-aligned instructional materials and classic texts as listed in our charter petition. |
| Actions to Achieve Goal | All CA Common Core State Standards aligned instructional materials and classic texts will be purchased and fully accessible to all scholars in the classroom; grades 7-12 will have access to the same materials through electronic reading devices both at school and at home. |
| Measurable Outcome | 100% of scholars will have full access to standards-aligned instructional materials and classic texts as listed in our charter petition. |
| Methods of Measurement | The Headmaster, Dean of Academics and faculty will review all instructional materials and classical texts prior to purchase. |
| **Subpriority C – Facilities** | |
| Goal to Achieve Subpriority | Maintain a pristine, safe, and fully functional facility. |
| Actions to Achieve Goal | Daily general cleaning by custodial staff will maintain campus cleanliness; monthly and annual facility inspections will screen for safety hazards. |
| Measurable Outcome | 90% of all items on facility inspection check lists will be in compliance and good standing with 100% of required corrections completed within 90 days. |
| Methods of Measurement | Dean of Scholars and Facilities Manager will prepare monthly reports and oversee corrective actions in cooperation with custodial staff; Annual Facility Inspection Reports. |
| **State Priority #2— Implementation of Common Core State Standards** *Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency* | |
| **Subpriority A – CCSS Implementation** | |
| Goal to Achieve Subpriority | 100% of teachers will participate in ongoing professional development on the implementation of Common Core State Standards in conjunction with the John Adams Academy Classical Model. |
| Actions to Achieve Goal | Teachers will identify and participate in ongoing professional development focused on the alignment of the CCSS through classics, the |

| | |
|---|---|
| | Core Knowledge Sequence, Riggs literacy program and technology in teaching and learning. |
| MEASURABLE OUTCOME | 100% of teachers will participate in at least 80 hours of Professional Development trainings in CCSS, the Core Knowledge Sequence, Riggs literacy program; and 14 hours of technology training. |
| METHODS OF MEASUREMENT | Professional Development schedules and rosters will show participation by teachers. Grade level leaders will facilitate meetings, record notes and submit minutes showing evidence of classical curriculum alignment with CCSS. |
| SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of EL scholars will gain English proficiency by being fully immersed in content rich academic language experiences across the curriculum and through the implementation of the CCSS. |
| ACTIONS TO ACHIEVE GOAL | EL scholars participate in English Language Arts/Literacy instructional support. Teachers will be CLAD certified and will scaffold language experiences and provide multi-sensory learning opportunities connecting curriculum to each EL scholar's background knowledge. |
| MEASURABLE OUTCOME | Annually, 100% of EL scholars will be fully immersed in content rich academic language experiences across the curriculum and through the implementation of the CCSS. |
| METHODS OF MEASUREMENT | EL student performance on the MAPP statewide assessments; CELDT Assessments; teacher assessments; annual report cards. |
| SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% EL scholars will reach academic fluency through the implementation of instructional strategies and curriculum aligned with the CCSS as measured by scoring advanced levels on the CELDT exam. |
| ACTIONS TO ACHIEVE GOAL | EL scholars participate in English Language Arts/Literacy instruction with appropriate instructional support. All teachers participate in professional development, are CLAD certified and make accommodations such as scaffolding instruction to promote proficiency in listening, speaking, reading and writing according to language needs in alignment with ELD curriculum. Riggs literacy program will be used to support as an intervention to help scholars gain language proficiency. |
| MEASURABLE OUTCOME | 100% EL scholars will reach English language proficiency as measured by scoring advanced levels on the CELDT exam within five years of initial classification as an EL scholar through the implementation of the CCSS. |
| METHODS OF MEASUREMENT | Scholar performance on Academy benchmark/summative assessments, examples of scholar work, and classroom observation; CELDT assessment. |

| STATE PRIORITY #3 — PARENTAL INVOLVEMENT<br>*Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation* | |
|---|---|
| **SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT** | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy will create an Academy Advisory Committee (School Site Council) and Parent Service Organization of which parents will participate. |
| ACTIONS TO ACHIEVE GOAL | Each spring, parents will nominate and elect parents to serve on each council. |
| MEASURABLE OUTCOME | Annually, the AAC will have, at minimum, 3 parent members and the PSO will have a board of 6 parent members. |
| METHODS OF MEASUREMENT | Monthly AAC and quarterly PSO meeting agendas will identify parent members. |
| **SUBPRIORITY B – PROMOTING PARENT PARTICIPATION** | |
| GOAL TO ACHIEVE SUBPRIORITY | Maintain AAC and PSO; 100% of parents will be actively involved stakeholders in the school community throughout the course of the academic year. |
| ACTIONS TO ACHIEVE GOAL | Administration will work with parent participation groups to recruit through use of email communications, monthly parent meetings and school website. Service opportunities are provided year-round via the school website: www.johnadamsacademy.com and through weekly email communications, classroom newsletters, parental agreement to volunteer a minimum of 40 service hours per year. |
| MEASURABLE OUTCOME | Annually the AAC will be comprised of a minimum of 3 parents and the PSO will be comprised of 100% parent volunteers. |
| METHODS OF MEASUREMENT | The AAC and PSO meeting agendas and minutes identify parent participation in each group; the JAA Volunteer Coordinator will verify parent participation via their parent volunteer logs. |
| **STATE PRIORITY #4 — STUDENT ACHIEVEMENT**<br>*Pupil achievement, as measured by all of the following, as applicable:*<br>*A. California Assessment of Student Performance and Progress (CAASPP) statewide assessment*<br>*B. The Academic Performance Index (API)*<br>*C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education*<br>*D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)*<br>*E. EL reclassification rate* | |

| | |
|---|---|
| *F. Percentage of pupils who have passed an AP exam with a score of 3 or higher*<br>*G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness* | |
| **SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS** | |
| GOAL TO ACHIEVE SUBPRIORITY | 80% of scholars, grades 3-11, will score proficient or higher in the CAASPP testing in the area of ELA/Literacy and Mathematics. |
| ACTIONS TO ACHIEVE GOAL | Utilizing the John Adams Academy Classical Learning Methodology as a basis and implementation of a Reading Intervention program to assist at-risk scholars, and instructional technology in the area of mathematics, use of instructional technology in the area of Mathematics and ELA; teachers. |
| MEASURABLE OUTCOME | Annually, 95% participation rate in the CAASPP statewide assessments; at least 80% of scholars, grades 3-11, will score proficient or higher in the CAASPP testing in the area of ELA/Literacy and Mathematics. |
| METHODS OF MEASUREMENT | Standardized tests, benchmark/summative assessments, examples of scholar work, and classroom observation. |
| **SUBPRIORITY B – API** | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of scholars, including all numerically significant student subgroups, will meet the annual API Growth Target, or equivalent, as mandated by the CA State Board of Education. |
| ACTIONS TO ACHIEVE GOAL | Classroom will incorporate testing strategies in preparation for the state standardized testing. Immerse scholars in metacognitive experiences such as Socratic seminar; ensure in-depth study of classical literature, history, mathematics, science and the arts aligned with CCSS. |
| MEASURABLE OUTCOME | 100% of scholars will meet the annual API Growth Target, or equivalent, as mandated by the CA State Board of Education. |
| METHODS OF MEASUREMENT | Standardized tests, benchmark/summative assessments, CAASPP Reports – the basis of the new API, examples of scholar work, and classroom observation. |
| **SUBPRIORITY C – UC/CSU COURSE REQUIREMENTS (OR CTE)** | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of our scholars will successfully complete A-G courses that will satisfy UC/CSU admission requirements. |
| ACTIONS TO ACHIEVE GOAL | Scholar participation and completion the curriculum and instructional requirement of each A-G course. Course instruction will incorporate high standards of academic excellence to ensure efficient use of instructional time; teachers will provide additional support via study hall, teacher office hours and academic learning labs. |

| | |
|---|---|
| Measurable Outcome | 100% of our scholars will complete A-G courses that satisfy the UC/CSU entrance requirements. |
| Methods of Measurement | Benchmark/summative assessments, final course grades of 70% or higher. |
| **Subpriority D – EL Proficiency Rates** | |
| Goal to Achieve Subpriority | EL scholars will advance at least one performance level on the CELDT each academic year. |
| Actions to Achieve Goal | EL scholars will receive in-class instructional support, which includes teacher support, small group work, usage of SDAIE and ELD instructional strategies. |
| Measurable Outcome | 80% EL scholars will advance at least one performance level on the CELDT each academic year. |
| Methods of Measurement | CELDT Score Reports, EL Reclassification documentation, and benchmark/summative assessments. |
| **Subpriority E – EL Reclassification Rates** | |
| Goal to Achieve Subpriority | EL scholars will be reclassified as Fluent English Proficient annually and perform at grade level on the CAASPP. |
| Actions to Achieve Goal | EL scholars will receive in-class instructional support, which includes teacher support, small group work, usage of SDAIE and ELD instructional strategies. |
| Measurable Outcome | 30% of EL scholars will be reclassified as Fluent English Proficient annually at grade level on the CAASPP. |
| Methods of Measurement | Analysis and review of CELDT results and CAASPP scores. |
| **Subpriority F – AP Exam Passage Rate** | |
| Goal to Achieve Subpriority | Increase AP exam passage rate by 5% annually with a 3 or higher. |
| Actions to Achieve Goal | Utilizing the John Adams Academy Classical Learning Methodology and promoting enrollment in AP classes; AP study hall. |
| Measurable Outcome | Increase AP exam passage rate by 5% annually with a 3 or higher. |
| Methods of Measurement | Analysis and review of AP exam results. |
| **Subpriority G – College Preparedness/EAP** | |
| Goal to | 100% of scholars will participate in and demonstrate college |

| | |
|---|---|
| ACHIEVE SUBPRIORITY | preparedness on the EAP. |
| ACTIONS TO ACHIEVE GOAL | Scholars will learn strategies and methods to promote excellence in writing skills. Teachers will instill an understanding of the importance of college preparatory assessment in the classroom setting as well as in advisory classes. |
| MEASURABLE OUTCOME | 100% of scholars will participate in and demonstrate college preparedness on the EAP. |
| METHODS OF MEASUREMENT | Analysis of EAP test results. |
| STATE PRIORITY #5— STUDENT ENGAGEMENT<br>*Pupil engagement, as measured by all of the following, as applicable:*<br>*A. School attendance rates*<br>*B. Chronic absenteeism rates*<br>*C. Middle school dropout rates (EC §52052.1(a)(3))*<br>*D. High school dropout rates*<br>*E. High school graduation rates* | |
| SUBPRIORITY A – STUDENT ATTENDANCE RATES | |
| GOAL TO ACHIEVE SUBPRIORITY | 100% of scholars will arrive promptly and attend their classes daily. The Academy will maintain a 98% ADA rate. |
| ACTIONS TO ACHIEVE GOAL | John Adams Academy-Lincoln will provide a safe and engaging learning environment for all its scholars and families. Daily morning pledge ceremonies commencing 10 minutes prior to the instructional day motivate and inspire high standards of academic excellence and scholar empowered learning, hence promoting an appreciation of excellent attendance. Teachers and families will work collaboratively to build a school culture through participation in the morning pledge ceremony. |
| MEASURABLE OUTCOME | 98% of scholars will arrive promptly to school and attend their classes daily. |
| METHODS OF MEASUREMENT | Monthly, Quarterly, and Annual ADA reports; Periodic attendance updates to families reminding them of the importance of in-school attendance as the primary way of learning and success. |
| SUBPRIORITY B – STUDENT ABSENTEEISM RATES | |
| GOAL TO ACHIEVE SUBPRIORITY | Scholars will not have more than three absences in any school year. |
| ACTIONS TO ACHIEVE GOAL | Parents will be informed of chronic absences as specified in Attendance and Truancy Policy. |

| | |
|---|---|
| MEASURABLE OUTCOME | 95% of enrolled scholars will have fewer than three absences during any one school year. |
| METHODS OF MEASUREMENT | End of term absence and tardy reports from our student information system. Periodic attendance updates to families reminding them of the importance of in-school attendance as the primary way of learning and success. Evidence of success, is determined by monthly, quarterly, and annual attendance reports. |
| SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy-Lincoln will retain and promote 95% of 6th - 8th grade scholars. |
| ACTIONS TO ACHIEVE GOAL | John Adams Academy-Lincoln will offer an academically engaging learning environment for all its scholars. Active monitoring of attendance will enable us to conduct early outreach and interventions in order to ensure scholars remain in school. Parent education opportunities will be provided for those in need. We will also conduct outreach through our Academy SARB board. |
| MEASURABLE OUTCOME | 95% of the 6th - 8th grade classes will be comprised of scholars who enrolled at John Adams Academy-Lincoln the prior year. |
| METHODS OF MEASUREMENT | Scholar re-enrollment documentation as verified by our student information system and CALPADS. |
| SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy-Lincoln will retain and promote 95% of 9th - 12th grade scholars. 100% of 12th grade scholars will graduate from John Adams Academy-Lincoln. |
| ACTIONS TO ACHIEVE GOAL | John Adams Academy-Lincoln will offer an academically engaging learning environment for all its scholars. Active monitoring of attendance will enable us to conduct early outreach and interventions in order to ensure scholars remain in school. Parent education opportunities will be provided for those in need. We will also conduct outreach through our Academy SARB board. |
| MEASURABLE OUTCOME | 95% of the 9th - 12th grade classes will be comprised of scholars who enrolled at John Adams Academy-Lincoln the prior year. 100% of graduating scholars will have passed the CAHSEE. |
| METHODS OF MEASUREMENT | Scholar re-enrollment documentation as verified by school information system and CALPADS. |
| SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES | |
| GOAL TO ACHIEVE SUBPRIORITY | All John Adams Academy-Lincoln seniors will successfully complete the coursework required to graduate from the Academy by the end of their senior year. |

| | |
|---|---|
| ACTIONS TO ACHIEVE GOAL | John Adams Academy advisory teachers/counselors will serve to guide our scholars through the steps necessary to graduate from the Academy, as well as to ensure qualifications are met in order to be admitted into the UC/CSU college of choice. |
| MEASURABLE OUTCOME | 100% of 12th grade scholars will be enrolled in 12th grade courses and will have passed the CAHSEE; 100% of 12th grade scholars will graduate. |
| METHODS OF MEASUREMENT | Analysis of credits required for graduation and passing rate of CAHSEE. |
| STATE PRIORITY #6— SCHOOL CLIMATE<br>*School climate, as measured by all of the following, as applicable:*<br>*A. Pupil suspension rates*<br>*B. Pupil expulsion rates*<br>*C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness* | |
| SUBPRIORITY A – PUPIL SUSPENSION RATES | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy – Lincoln will maintain an annual suspension rate of less than 1%. |
| ACTIONS TO ACHIEVE GOAL | Teachers will be trained on the implementation of our Ten Core Values, which outline our classroom management and behavior approach. The Dean of Scholars will work with teachers and families to manage scholar behavior issues and concerns. |
| MEASURABLE OUTCOME | Annually, 1% or fewer of enrolled scholars will be suspended. |
| METHODS OF MEASUREMENT | Annual School Accountability Report Card (SARC) and CALPADS report 7.1 Discipline Incidents will be used as evidence. |
| SUBPRIORITY B – PUPIL EXPULSION RATES | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy – Lincoln will maintain an annual suspension rate of less than 1%. |
| ACTIONS TO ACHIEVE GOAL | Teachers will be trained on the implementation of our Ten Core Values, which outline our classroom management and behavior approach. The Dean of Scholars will work with teachers and families to manage scholar behavior issues and concerns. |
| MEASURABLE OUTCOME | Annually, 1% or fewer of enrolled scholars will be evidence. |
| METHODS OF MEASUREMENT | Annual School Accountability Report Card (SARC) and CALPADS report 7.1 Discipline Incidents will be used as evidence. |

| SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS) | |
|---|---|
| GOAL TO ACHIEVE SUBPRIORITY | 100% scholar and staff will adhere to the School Safety Plan. |
| ACTIONS TO ACHIEVE GOAL | Annually, all employees will be trained on the elements of the School Safety Plan. Administration will work with the Academy Advisory Council (School Site Council) and a safety committee to ensure a survey reaches the appropriate stakeholders to create action plans when necessary. Scholars will participate in monthly fire, earthquake, and safety drills. |
| MEASURABLE OUTCOME | 100% of staff will participate in at least four hours of school safety training; scholars will participate in at least eight fire, earthquake or safety drills annually. |
| METHODS OF MEASUREMENT | Professional Development agenda and annual drill calendars; the Dean of Scholars, in collaboration with the school safety committee and the AAC, will create questions appropriate for gathering necessary information. The Academy will conduct an annual academy safety/connectedness survey. |
| STATE PRIORITY #7 — COURSE ACCESS<br>*The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth, E.C. §42238.02) and students with exceptional needs.*<br>*"Broad course of study" includes the following, as applicable:*<br>*Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)*<br>*Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))* | |
| GOAL TO ACHIEVE SUBPRIORITY | John Adams Academy-Lincoln scholars, including all scholar subgroups, unduplicated scholars, and scholars with exceptional needs, will have access to and enroll in our academic and educational program as outline in the Academy's Charter. |
| ACTIONS TO ACHIEVE GOAL | All academic content area will be available to all scholars, including scholar subgroups, at all grade levels. |
| MEASURABLE OUTCOME | Annually, 100% of scholars, including all scholar subgroups, unduplicated scholars, and scholars with exceptional needs, will have access to and enroll in all core and non-core subjects content areas available. |
| METHODS OF MEASUREMENT | Scholar, teacher, course and grade level schedules. |

| STATE PRIORITY #8—OTHER STUDENT OUTCOMES<br>*Pupil outcomes, if available, in the subject areas described above in #7, as applicable.* | |
|---|---|
| **SUBPRIORITY A – ENGLISH** | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy. |
| ACTIONS TO ACHIEVE GOAL | All scholars according to grade level will participate in:<br>K-5: Implementation of the Riggs Institute's literacy program, McCall-Crabbs Standard Test Lessons in Reading, Susan Wise Bauer's *Writing with Ease* and classical literature.<br>6-12: Instructional strategies implemented throughout various informational and other literature texts including classical poetry, drama, fiction, social studies documents, and scientific documents.<br>Instructional strategies will be implemented K-12 to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| MEASURABLE OUTCOME | Annually, 90% of Kindergarten through 12th grade scholars will progress one grade/skill level each academic year, as evidenced by the ELA/Literacy benchmark assessments. |
| METHODS OF MEASUREMENT | John Adams Academy-Lincoln scholar progress will be monitored through CAASPP testing, curricular benchmark assessments, pre and post unit testing, spelling inventories, scholar writing journals, response to literature journals, published writing and oral presentations. |
| **SUBPRIORITY B – MATHEMATICS** | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level proficiency in Mathematics. |
| ACTIONS TO ACHIEVE GOAL | All scholars according to grade level will participate in:<br>K-5: Implementation of Saxon mathematics and support material, ie Rocket Math.<br>6-12: Utilize CCSS and UC A-G standards aligned mathematics curricula; basic math, pre-algebra, algebra, geometry, algebra 11, trigonometry, pre-calculus and calculus.<br>Instructional strategies will be implemented K-12 to include: focused and designed instruction; spiraling math curriculum; small group work, one-to-one assistance, peer tutorial support, small group after-school tutorials, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |

| | |
|---|---|
| MEASURABLE OUTCOME | Annually, 90% of Kindergarten through 12th grade scholars will progress one grade/skill level each academic year, as evidenced by the ELA/Literacy benchmark assessments. |
| METHODS OF MEASUREMENT | John Adams Academy-Lincoln scholar progress will be monitored through CAASPP testing, curricular benchmark assessments, pre and post unit testing, math journals demonstrating mathematical thinking, in-class math presentations showcasing scholars' mathematical reasoning and critical thinking skills. |
| SUBPRIORITY C – SOCIAL SCIENCES | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge in history, civics and social science. |
| ACTIONS TO ACHIEVE GOAL | Through direct instruction and an integrated approach, scholars will study a blend of American History, world history, government, geography and economics using the CA History-Social Science Content Standards or presently approved state standards. Strategies included in an integrated approach are: non-fiction and historical fiction texts; mini research projects and presentations, computer based information (articles, videos); field trip experiences, debates, and hands-on projects.<br>K-5: Implementation of *The Story of the World* by Susan Wise Bauer, Junior Great Book Series, and primary source documents.<br>6-12: Implement quality teaching in history with CCSS and UC A-G standards aligned curriculum, geography, government economics, political philosophy, emphasizing key documents and classical texts. |
| MEASURABLE OUTCOME | Annually, 90% of Kindergarten through 12th grade scholars, including all scholar subgroups, unduplicated scholars, and scholars with exceptional needs, will demonstrate proficiency through formal assessments. |
| METHODS OF MEASUREMENT | Formal assessments include: pre and post testing, end of unit quizzes, and essay exams. Authentic assessments include: presentations, projects, rubrics, peer feedback, and teacher feedback as a form of assessment to demonstrate proficiency. |
| SUBPRIORITY D – SCIENCE | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge in life, earth and space, and physical science. |
| ACTIONS TO ACHIEVE GOAL | Utilizing an inquiry based approach scholars will develop an understanding of science and engineering practices, disciplinary core ideas and cross-curricular practices. Strategies include: hands-on learning, gathering and analyzing data, and integrating skills and concepts as they apply to different subjects.<br>K-5: Implementation of science curriculum from a variety of resources. |

| | |
|---|---|
| | 6-12: Implementation of CCSS and UC A-G standards aligned science curriculum in earth science, biology, chemistry, physics, and anatomy and physiology. |
| MEASURABLE OUTCOME | Annually, 90% of Kindergarten through 12th grade scholars, including all scholar subgroups, unduplicated scholars, and scholars with exceptional needs, will demonstrate proficiency through formal assessments. |
| METHODS OF MEASUREMENT | Formal assessments include: pre and post testing, end of unit quizzes, and essay exams. Authentic assessments include: presentations, projects, rubrics, peer feedback, and teacher feedback as a form of assessment to demonstrate proficiency. |
| SUBPRIORITY E – VISUAL AND PERFORMING ARTS | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge the visual and performing arts. |
| ACTIONS TO ACHIEVE GOAL | All scholars according to grade level will participate in:<br>K-5: Implementation of the art docent and music docent program as well as teacher directed experiences.<br>6-12: Implementation of CCSS and UC A-G standards aligned curriculum with emphasis on scholar projects.<br>Instructional strategies will be implemented K-12 to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| MEASURABLE OUTCOME | Annually, 90% of Kindergarten through 12th grade scholars, including all scholar subgroups, unduplicated scholars, and scholars with exceptional needs, will demonstrate proficiency through formal assessments. |
| METHODS OF MEASUREMENT | John Adams Academy-Lincoln scholar progress will be monitored through, pre and post unit testing, scholar art journals, published writing and oral presentations, various art projects and presentations and various choir performances. |
| SUBPRIORITY F – PHYSICAL EDUCATION (K-6 ONLY) | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge of physical education. |
| ACTIONS TO ACHIEVE GOAL | All scholars according to grade level will participate in:<br>Instructional strategies will be implemented K-6 to include: individual skills development in small and large motor skills, small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |

## C. Mandated Assessments

The Academy shall meet all statewide standards and conduct the required student assessments pursuant to Education Code Sections 60605 and 60851, and any other statewide standards or assessments authorized in statute. We are aware that a new state testing program, the California Assessment of Student Performance and Progress (CAASPP) assessment system, is currently being developed and scheduled to be implemented in the 2014-2015 school year. The Academy shall participate in the CAASPP and all other state-mandated assessments, including but not limited to the CELDT and PFT.

The Academy tracks scholar progress through grade level multiple measures that will provide data regarding academic growth from the beginning to the end of the year. With a heightened awareness of the transition between state testing methods, we are in the process of streamlining multiple measures from K-12 in order to provide meaningful data demonstrating annual academic progress.

The Academy affirms that its methods for measuring student outcomes for State Priorities, as described in Element B of this charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

## D. Data Management and Analysis

CAASPP data will be used to help the Academy plan meet its API yearly growth goals. John Adams Academy - Lincoln will identify a School Information System (SIS) that has the capacity to create a variety of reports on scholar achievement, including disaggregated data by content strand, scholar subgroup, grade-level, and classroom. The staff will be trained on how to interpret standardized test data, and will be engaged in critical analysis of the data in order to determine how the Academy can address any performance deficiencies or negative data trends. The data analysis will be tied to professional development on standards-based instruction, so that teachers can enhance their understanding of scholar performance in light of normative data, and modify their instructional designs accordingly. In this way, staff will continuously be challenged to rethink current pedagogical practices to meet the changing needs of new and existing scholar populations. The goal will be continuous improvement to achieve the highest possible quality educational program.

John Adams Academy - Lincoln will utilize data from state testing, such as the California Standardized Test (CST) and California Modified Assessment (CMA) to track subgroup progress. The California Department of Education (CDE) website will be utilized to gather data on subgroup performance, including Adequate Yearly Progress (AYP). John Adams Academy - Lincoln will track and analyze percent proficient scores of each represented subgroup to ensure growth targets, or Annual Measurable Objectives

| | |
|---|---|
| | to teach beginning Latin roots and structures. |
| ACTIONS TO ACHIEVE GOAL | All scholars in grades 2nd – 6th will participate in:<br>Instructional strategies will be implemented to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| MEASURABLE OUTCOME | Annually, 90% of 2nd through 6th grade scholars, including all scholar subgroups, unduplicated scholars, and scholars with exceptional needs, will demonstrate proficiency through formal assessments. |
| METHODS OF MEASUREMENT | Formal assessments include: benchmark/summative assessments, examples of scholar performance, and observations. |
| SUBPRIORITY J – OTHER SUBJECT(S) AS PRESCRIBED BY THE BOARD: GREEK ENRICHMENT | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars in grade 7, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge of the Greek language. |
| ACTIONS TO ACHIEVE GOAL | All 7th grade scholars will participate in:<br>Instructional strategies will be implemented to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| MEASURABLE OUTCOME | Annually, 90% of 7th grade scholars, including all scholar subgroups, unduplicated scholars, and scholars with exceptional needs, will demonstrate proficiency through formal assessments. |
| METHODS OF MEASUREMENT | Formal assessments include: benchmark/summative assessments, examples of scholar performance, and observations. |
| SUBPRIORITY K – OTHER SUBJECT(S) AS PRESCRIBED BY THE BOARD: LATIN ENRICHMENT | |
| GOAL TO ACHIEVE SUBPRIORITY | All scholars in grade 8, including all scholar subgroups, unduplicated scholars and scholars with exceptional needs, will demonstrate grade level skills and content knowledge of the Latin language. |
| ACTIONS TO ACHIEVE GOAL | All 8th grade scholars will participate in:<br>Instructional strategies will be implemented to include: small group work, one-to-one conferring, Socratic seminar; consultation with the inclusion specialist and collaboration with colleagues to support scholar-learning goals. |
| MEASURABLE OUTCOME | Annually, 90% of 8th grade scholars, including all scholar subgroups, unduplicated scholars, and scholars with exceptional needs, will demonstrate proficiency through formal assessments. |
| METHODS OF MEASUREMENT | Formal assessments include: benchmark/summative assessments, examples of scholar performance, and observations. |

## ELEMENT C: METHODS OF MEASUREMENT AND OTHER USES OF DATA

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).*

### A. Assessment Methodology and Philosophy

The Academy's assessment methods are based on the following beliefs:

1. *Authentic:* Scholar assessments must be authentic. John Adams Academy - Lincoln will use backward design planning to ensure assessments measure the actual learning that has taken place. Within this model, pretests will be given, learning outcomes established, and assessments will be designed before any learning activities are introduced. Teachers need to specifically know what common core standards and other information they want their scholars to attain before they can design the learning steps necessary for mastery of this information. There will be less "textbook developed" tests and more teacher created and project-based assessments.

2. *Multiple Measures:* The Academy will utilize a variety of assessments (i.e. tests, observations, projects, standardized tests, classroom discussions, term papers) to determine scholar achievement.

3. *On-going:* Scholars need on-going assessments in order to ascertain whether skills and knowledge have been truly mastered. Teachers will use formative (specific skills), summative (overall concepts), and portfolio assessments as evidence of scholar achievement.

4. *Informative:* Assessments should promote and support reflection and self-evaluation on the part of scholars, staff, and parents.

### B. Assessment Design

Teachers will be trained to identify what common core standards and other information that scholars are expected to know at the end of the course. The teacher will determine the most appropriate type of assessment to measure scholar mastery of a given standard. All scholars will take the state mandated assessments, but the assessments designed by teachers are often more valuable because they provide an opportunity for feedback on scholar mastery of content standards prior to the end of the course when there is still an opportunity to re-teach a subject matter until the scholars master it.

## C. Mandated Assessments

The Academy shall meet all statewide standards and conduct the required student assessments pursuant to Education Code Sections 60605 and 60851, and any other statewide standards or assessments authorized in statute. We are aware that a new state testing program, the California Assessment of Student Performance and Progress (CAASPP) assessment system, is currently being developed and scheduled to be implemented in the 2014-2015 school year. The Academy shall participate in the CAASPP and all other state-mandated assessments, including but not limited to the CELDT and PFT.

The Academy tracks scholar progress through grade level multiple measures that will provide data regarding academic growth from the beginning to the end of the year. With a heightened awareness of the transition between state testing methods, we are in the process of streamlining multiple measures from K-12 in order to provide meaningful data demonstrating annual academic progress.

The Academy affirms that its methods for measuring student outcomes for State Priorities, as described in Element B of this charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

## D. Data Management and Analysis

CAASPP data will be used to help the Academy plan meet its API yearly growth goals. John Adams Academy - Lincoln will identify a School Information System (SIS) that has the capacity to create a variety of reports on scholar achievement, including disaggregated data by content strand, scholar subgroup, grade-level, and classroom. The staff will be trained on how to interpret standardized test data, and will be engaged in critical analysis of the data in order to determine how the Academy can address any performance deficiencies or negative data trends. The data analysis will be tied to professional development on standards-based instruction, so that teachers can enhance their understanding of scholar performance in light of normative data, and modify their instructional designs accordingly. In this way, staff will continuously be challenged to rethink current pedagogical practices to meet the changing needs of new and existing scholar populations. The goal will be continuous improvement to achieve the highest possible quality educational program.

John Adams Academy - Lincoln will utilize data from state testing, such as the California Standardized Test (CST) and California Modified Assessment (CMA) to track subgroup progress. The California Department of Education (CDE) website will be utilized to gather data on subgroup performance, including Adequate Yearly Progress (AYP). John Adams Academy - Lincoln will track and analyze percent proficient scores of each represented subgroup to ensure growth targets, or Annual Measurable Objectives

(AMOs), are met each year and the gap between the highest and lowest performing subgroups is decreasing.

The Academy will close the achievement gap for subgroups by first determining the subgroups which exhibit the greatest differential in performance according to CAASPP test data. The following will be strategies and actions taken to decrease any potential achievement gap between subgroups:

- Staff will participate in professional development to enhance instructional practices and methods;
- Before and/or after school intervention programs will be utilized to target specific areas of need. Scholar progress in the intervention programs will be monitored either weekly or bi-weekly. Scholar remediation or acceleration will occur as necessary;
- Staff will be trained on Multiple Intelligences and best teaching practices;
- Data analysis of subgroup performance will take place upon release of the state test score results. The data will assist the Academy in creating targeted intervention programs and will assist in determining the needs of each subgroup to improve scholar academic performance; and
- Utilization of researched-based instruction such as Open Book (reading and language computer-based program for emergent readers and speakers) and Rosetta Stone (intensive language acquisition program), which includes frequent progress monitoring and opportunities for acceleration.

## E. Use and Reporting of Data

The John Adams Academy - Lincoln will be a data-driven Academy. Teachers and parents will use assessment data to monitor each scholar's progress in meeting the Common Core State Standards as well as other content knowledge that is required by the Academy.

One tool the John Adams Academy – Lincoln will utilize is scholar assessment data to drive professional development programs for teachers. Another resource is our teacher leadership council. Peer to peer reviews, leadership reviews, and scholar progress will help to inform the data. When teachers are failing to deliver the high caliber of instruction and mentoring necessary for scholar success, this assessment data will drive decisions about employee retention. It will also drive decisions relative to merit pay for high performing teachers that will be based upon the amount of growth in scholar performance from year to year.

Scholars scoring a proficiency level of Basic, Below Basic, or Far-Below Basic in the content areas tested at their grade levels will be assessed and monitored frequently, based on their particular needs. They also will be referred to before and after school instructional programs.

All parents will be taught how to understand the assessment data for their child and to help their child succeed in meeting the California State Standards. We view parents as vital and primary partners in their child's education, and we want them to understand where their child is excelling and where their child needs extra help.

Scholar progress towards skill mastery will be documented in standards-based report cards. A parent-teacher conference will be held during the first semester. Additional conferences will be held on an as-needed basis. Teachers will share scholars' academic, social, emotional, and physical progress with parents. Upper grade scholars will participate in conferences, along with their parents, to reinforce scholar responsibility in their own learning process.

Teachers will use data to analyze their instructional programs at their particular grade level. Grade level teams will meet weekly for this purpose. Each team will develop an action plan to address specific grade level needs, as well as individual scholar needs made evident by the results of the assessment data.

Teams will also be organized by subject matter to increase communication between the different grade levels. Working in this manner will allow us to address the areas of identified need more effectively. Our goal is to close the achievement gap found with economically disadvantaged scholars, English Learners, special education scholars and other significant subgroups.

## F. School Accountability Report Card

Scholar assessments are designed to align to the mission, exit outcomes, and the curriculum described in the charter. Information from these assessments will be included in the School Accountability Report Card (SARC) that will be distributed or made available to all stakeholders.

## G. Local Control Accountability Plan (LCAP)

Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, the Academy will produce a Local Control Accountability Plan ("LCAP"), which shall update the goals and annual actions to achieve the goals identified in Element A of this charter regarding the State Priorities, using the LCAP template adopted by the State Board of Education. The Academy shall submit the LCAP to the District and the Placer County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

## ELEMENT D: GOVERNANCE STRUCTURE

*Governing Law: The governance structure of the school, including, but not limited to the process to be followed by the school to ensure parental involvement. Education Code Section 47605(b)(5)(D)*

**Non Profit Public Benefit Corporation**

The John Adams Academy - Lincoln shall be operated by John Adams Academies, Inc., a California non-profit public benefit corporation formed pursuant to California law. The Academy shall be governed by the Board of Directors of the John Adams Academies, Inc. (referred to as the "Board") pursuant to the Corporation's Bylaws.

The Academy will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Academy. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of a Academy that is operated by a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the Academy as long as the District has complied with all oversight responsibilities required by law.

Please find the Articles of Incorporation (Appendix A), Board bylaws (Appendix B) and conflict of interest code (Appendix C) attached.

**Board of Directors**

The directors currently serving on the Board of Directors are identified earlier in the charter in the section on Founders. Please see that section for background information on the directors, their backgrounds and areas of expertise.

The number of directors shall be no less than five (5) and no more than nine (9), unless changed by amendments to the bylaws. All directors shall be designated by the existing Board of Directors. All directors are to be designated at the corporation's annual meeting of the Board of Directors.

Each director shall hold office unless otherwise removed from office for two (2) year(s) and until a successor director has been designated and qualified.

As the Board voluntarily complies with Government Code Section 1090, no employee of the Academy may serve on the Board of Directors.

In accordance with Education Code Section 47604(b), the District may appoint a representative to sit on the Board of Directors. If the District chooses to do so, the Academy shall appoint a second community member to ensure that the Board is maintained with an odd number of Directors.

## Board Duties

The Board of Directors is responsible for the operation and fiscal affairs of the Academy including but not limited to:

- Approval of the annual budget, calendar, salary schedules, major fundraising events, and grant writing;
- Negotiation and approval of a MOU or other contracts with the District;
- Approval of all contracts, contract renewals, and personnel actions (e.g., hiring, discipline, dismissal)
- Approval of bylaws, resolutions, and policies and procedures of Academy operation
- Approval of all changes to the charter to be submitted to the District as necessary in accordance with applicable law
- Long-term strategic planning for the Academy;
- Participation as necessary in dispute resolution;
- Monitoring overall scholar performance;
- Filling the positions of the Administrative Team, as necessary (subject to the disclosure and recusal of the employee Board member);
- Evaluation of the Administrative Team (subject to the disclosure and recusal of the employee Board member);
- Monitoring the performance of the Academy and taking necessary action to ensure that the Academy remains true to its mission and charter;
- Monitoring the fiscal solvency of the Academy;
- Participation in the Academy's independent fiscal audit;
- Participation in the Academy's performance report to the District;
- Participation as necessary in scholar expulsion matters; and
- Increasing public awareness of the Academy
- Fundraising efforts

The Academy will update the District of changes to the Academy's Board of Directors.

The Board will address program concerns regarding the operation and improvement of the Academy. The Board is the final policy-making authority for the Academy. The Board approves the hiring of all personnel (including the Administrative Team) and budget. The Board will recommend programs, policies, and schedules designed to meet the evolving educational needs of the Academy's scholars, parents, and teachers. Board members will comply with the Academy's conflict of interest code (Appendix C) and the Corporations Code regarding self-dealing transactions.

The Academy's Board of Directors may initiate and carry out any program or activity that is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which charter schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Academy any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

The Academy shall have no authority to enter into contracts for or on behalf of the WPUSD. All contracts entered into by the Academy shall be the Academy's sole responsibility. WPUSD shall have no authority to enter into contracts on behalf of the Academy without the Academy's approval.

Day-to-day administration of the Academy is managed by the Headmaster as outlined in the employment contract, and to the extent practical, in collaboration with teams of scholars, parents, teachers and administrators.

**Board Meetings**

The Board of Directors will meet at least monthly (except for summer months) to review and act on its responsibilities. All meetings shall be held in accordance with the Brown Act.

All Board meetings will be open to the public and each agenda will include time for parent, scholar, and community input. However, discussions regarding personnel, litigation, real estate negotiations, and similar topics requiring confidentiality will be held in closed session. Decisions made in closed session will be reported in open session at the conclusion of the closed session. Board meetings will be held in compliance with the Bylaws and the Academy agrees to adhere to the provisions of the Ralph M. Brown Act, as it applies to a local public agency.

The Board adheres to a conflict of interest code which complies with the Political Reform Act, Government Code Section 87100, Government Code 1090, applicable conflict restrictions required by the Corporations Code, and any conflicts restrictions that may be adopted in the future as applicable to the Academy. The Academy shall also comply with the Public Records Act.

The Board of Directors meetings will be headed by a Board President, who will be elected annually amongst the Board at the concluding meeting of the school year.

As long as a quorum exists as defined by the corporate bylaws, measures voted on by the Board of Directors may be passed with a simple majority of present members.

**Board Training**

The Board of Directors shall participate annually in training regarding board governance, the Brown Act, and conflicts of interest laws. The Board of Directors shall also be encouraged to attend the California Charter Schools Association Conference as well as workshops and conferences held by the Charter Schools Development Center.

## Board Delegation of Duties

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee or contractor of the Academy any of those duties with the exception of employment of the Headmaster, dismissal of employees, approval of Board policies, approval of the budget or budget revisions or purchases over $10,000. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of present Board members.

## Academy Headmaster

The Headmaster will ensure that the curriculum is implemented in order to maximize scholar-learning experiences. The Headmaster must report directly to the Academy's Board of Directors, and s/he is responsible for the orderly operation of the Academy and the supervision of all employees in the Academy.

The Board of Directors intends to hire a Headmaster who will be responsible for administering the Academy in all of the aspects of its day to day operations, working with the Academy's Board of Directors, Dean of Academics, Dean of Scholars, the District, parents, and community members and the other governing bodies specified by local and state law. The Headmaster's duties shall include, but are not limited to, the following:

- Provide instructional leadership to the Academy
- Attend meetings at the District as requested by the District and stay in direct contact with the District to assist the District in its oversight duties;
- Supervise all employees of the Academy; make recommendations to the Board of Directors regarding the hiring of all Academy employees;
- Provide performance evaluations of all Academy employees at least once annually;
- Prepare proposals of policies for adoption by the Board of Directors;
- Provide comments and recommendations regarding policies presented by others to the Board;
- Advise the Board and make written recommendations to the Board on programs, policies, budget and other Academy matters;
- Communicate with the Academy's legal counsel;
- Stay abreast of school laws and regulations;
- Participate in the dispute resolution procedure and the complaint procedure when necessary;
- Write applications for grants;

- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues periodically upon request;
- Provide all legally required financial reports to the District;
- Develop and administer the budget as approved by the Board in accordance with generally accepted accounting principles;
- Present quarterly financial reports to the Board of Directors;
- Provide assistance and coordination in the implementation of curriculum;
- Oversee parent/scholar/teacher relations;
- Attend IEP meetings as required by law;
- Oversee scholar disciplinary matters;
- Coordinate the administration of Standardized Testing;
- Plan and coordinate scholar orientation;
- Attend all Academy Board meetings and attend as necessary District Board meetings;
- Site safety;
- Foster an amicable relationship between District and the Academy and facilitate a sharing of resources between both entities;
- Establish a Communication Model to facilitate communication among all the groups within the Academy, between the Academy and the District, and between the Academy and the community at large;
- Graduations;
- Develop the Academy's annual performance report and SARC;
- Present performance report to the Academy Board and, upon review by the Academy Board, present report to the District Board and the District Superintendent; and
- Facilitate open house events.

The above duties may be delegated to the Dean of Academics, Dean of Scholars, or contracted as approved by the Board to another employee of the Academy or to an appropriate third party provider as allowed by applicable law.

## Indemnification

The Academy shall indemnify, defend and hold harmless WPUSD, its Board of Education, officers, employees, and agents from and against any and all actions, allegations, claims, costs, damages, fees, and judgments by third parties resulting from the actions or omissions of the Academy, its Board, officers, employees or agents, with the exception of any actions, allegations, claims, costs, damages, fees, and judgments that arise from the action or inaction of the WPUSD, its Board, officers, employees or agents.

WPUSD shall indemnify, defend, and hold harmless the Academy, its Board, officers, employees, and agents from and against any and all actions, allegations, claims, costs, damages, fees, and judgments by third parties resulting from the actions or omissions of WPUSD, its Board, officers, employees, or agents, with the exception of any actions,

allegations, claims, costs, damages, fees, and judgments that arise from the action or inaction of the Academy, its Board, officers, employees or agents.

## Academy Advisory Council

The Academy shall utilize an Academy Advisory Council (School Site Council) to ensure that parents and teachers are regularly consulted about the educational program and operations of the Academy and have the ability to participate actively in the governance of the Academy. The Academy Advisory Council's actions shall be advisory to the Headmaster and Board of Directors.

The Academy Advisory Council shall be comprised of:

- Five (5) parents elected by the parents each year at an annual meeting;
- Four (4) teachers elected by the teaching staff;
- One (1) classified employee elected by the classified staff;
- Up to four (4) community members who are neither staff nor teachers at the Academy;
- Headmaster of the Academy or designee.

The Academy Advisory Council shall provide advice to the Headmaster and Board of Directors regarding any item of the Academy's operations or educational program. It shall be provided a copy of the annual report provided to the District and all state assessment results so that it can play an active role in identifying any weaknesses in the educational program that need to be addressed.

## Other Opportunities for Parent Involvement

Parents will be encouraged to form a Parent Service Organization ("PSO") to be responsible for parent involvement in Academy activities, fundraising, and advising the Board of Directors on any and all matters related to the strengthening of the Academy's community. Parent participation will play a vital role in the effectiveness of our program. Objectives of the PSO will be:

- To provide members the opportunity to serve the school and their scholars by contributing to strengthening ties together between families, staff and community members to become stronger and to assist with school activities.
- To provide support for programs, activities and items that the membership find to be consequential and important to the education and/or welfare of the scholars and staff at the Academy.
- To provide a forum to foster communication between teachers, parents, and the administration of the Academy.

Parents will also be strongly encouraged to contribute a minimum of 40 hours per family, per academic year to the Academy. The Headmaster shall maintain a comprehensive list of volunteer opportunities including but not limited to the following: volunteering in the

classroom/Academy (including at-home assistance); tutoring, attending parent-teacher conferences; attendance at Board meetings; participation in the planning of, or attendance at, fundraising or academic/arts Events; or, other activities. No scholar will be excluded from the Academy or activities due to the failure of his or her parent or legal guardian to fulfill the encouraged 40 hours of participation.

## ELEMENT E: EMPLOYEE QUALIFICATIONS

*Governing Law: The qualifications to be met by individuals to be employed by the school. Education Code Section 47605(b)(5)(E).*

All John Adams Academy - Lincoln staff will be of good character, and will indicate a genuine interest in the educational program of the Academy. Each potential employee will meet all applicable laws pertaining to employment including, but not limited to, furnishing the Academy with a criminal record summary as required by Education Code Section 44237. No employee shall commence employment prior to clearing the criminal background check and obtaining TB clearance. The Headmaster will recommend applicants suitable for employment with the Academy. Following the interview process, final approval will rest with the Board. All John Adams Academy - Lincoln hiring practices will comply with federal and state anti-discrimination laws.

John Adams Academy - Lincoln will retain or employ teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. These teachers will teach the core academic classes of mathematics, language arts, science, and history/social studies. These teachers will be responsible for overseeing the scholars' academic progress and for monitoring grading and matriculation decisions as specified in the Academy's operational policies. Documentation of teachers' teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing will be maintained in the personnel file of each teacher and be available for inspection at John Adams Academy - Lincoln.

The Academy may also employ or retain non-certificated instructional staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional staff will not assign grades or approve scholar work assignments without the approval of a teacher except in non-core or non-college preparatory courses and activities. All non-instructional staff will possess experience and expertise appropriate for their position within the Academy as outlined in the Academy's staffing plan and the Academy's adopted personnel policies.

### Headmaster's Qualifications

The Headmaster will manage the Academy. His/her responsibility will be the day-to-day operation of the program as outlined in the job specification and employment contract. Qualifications for the position of Headmaster will include, but not be limited to:

- Bachelor's degree;
- Work in a collaborative manner with the Dean of Academics and Dean of Scholars to implement the goals and policies of the Board of Trustees;
- Commitment to the education vision of the Academy;
- Advise the Board and make written recommendations to the Board on programs,

policies, budget and other Academy matters;

- Demonstrate understanding of educational philosophy, curriculum, and resources, grades K-12;
- Understanding of education law;
- Experience that demonstrates the ability to organize, motivate, delegate, and manage;
- Strong written and oral communication skills; and
- Preference will be given for the following: advanced degrees, teaching credential, additional public or private education or administrative experience, management experience in any field, public speaking ability, current or prior service on a school board or charter school board, fluency in foreign languages.

**Deans' Qualifications**

Dean of Academics

Plan, organize, and direct the functions of Academic Services including staff development, instructional leadership, curriculum, WASC, Academy plans, grading policies, testing and assessment, hiring, supervision and evaluation of certificated staff, classified office staff and librarian. Qualifications for the position of Dean of Academics will include, but not be limited to:

- Bachelor's Degree;
- Valid California Teaching Credential (Multiple or Single Subject);
- Valid California Administrative Credential;
- Work in a collaborative manner with the Headmaster and Dean of Scholars to implement the goals and policies of the Board of Trustees;
- Coordinate Academy academic programs including development and implementation of curriculum, grading policy, testing and assessment, and WASC within the policies of the Board of Trustees and in accordance with the state and Federal statues and regulations;
- Supervise implementation and monitor the academic rigor of the curriculum to ensure scholar achievement;
- Develop and monitor staff development to ensure adherence to the Classical Education model and help develop the natural gifts of the certificated and library staff;
- Hire, supervise, develop individual goals with certificated staff and librarian to meet both individual and academy needs and provide both formal and informal evaluations at a minimum annually; and
- Interpret, apply and explain rules, regulations, Core Values, policies and procedures.

Dean of Scholars

Plan, organize, and direct the functions of scholar services including special education, discipline, athletics, schedules, technology support, classified yard duty staff, volunteer

and parent groups, and mentors. Qualifications for the position of Dean of Scholars will include, but not be limited to:

- Bachelor's degree or equivalent experience;
- Work in a collaborative manner with the Headmaster and Dean of Academics to implement the goals and policies of the Board of Trustees;
- Coordinate Academy support programs including special education, discipline, and scholar schedules within the policies of the Board of Trustees and in accordance with the State and Federal statutes and regulations;
- Supervise implementation and monitor the Academies Individual Education Plans (IEP's), Scholar Study Teams (SST's) and 504's;
- Participate in special education programs with public and private organizations and agencies including the County Office of Education and Special Education Local Plan Area (SELPA);
- Oversee Independent Contractors associated with all special education functions to ensure compliance with all laws and to monitor scholar progress; and
- Establish and maintain standards of scholar behavior and attendance in alignment with our Core Values, using appropriate disciplinary methods that promote mutual respect and leads to a positive and productive school environment.

## Teachers' Qualifications

The Academy will provide new professional opportunities for teachers and create opportunities to tap the expertise and experience of qualified professionals previously excluded from the public school system.

The most important qualities for our teachers are:

- Familiarity with or willingness to be trained in the Academy's curriculum sequence and learning styles;
- A demonstrable effectiveness in teaching; and
- A willingness to work hard, take responsibility and exercise leadership for the Academy as a whole.

Specific qualifications include:

- In accordance with Education Code Section 47605(l), possession of a California Teaching Credential, or holding a Pre-Intern or Intern Credential or other California Commission on Teacher Credentialing document equivalent to that which a teacher in other public schools would be required to hold.
- Middle school and high school teachers shall be required to hold a single subject credential.
- Meet the highly qualified requirements of the No Child Left Behind Act.
- Dedication to putting in time, energy, and effort in developing the Academy's program.
- Commitment to working with parents as educational partners.

- Willingness to become a learner as well as teacher/coach in the Academy.
- Knowledge or willingness to become knowledgeable about the developmental needs of our scholars.
- Sensitivity to social as well as academic needs of the scholars.
- Willingness and ability to plan cooperatively with other teachers.
- Willingness to be trained in the use of different curriculums and learning styles in the classroom.
- Willingness to take a leadership role in some aspect of the Academy's development; and
- A strong knowledge of their personal strengths and weaknesses, and a willingness to continue education through additional courses and training, workshops, seminars, and staff development.
- Preferred: knowledge of the classics, advanced degrees, fluent in foreign languages.

All other staff members shall meet the basic criteria for employment as identified by the Board and shall possess those qualities held by reference to "employees" above. All staff will understand, in dress and demeanor, that they are role models for scholars. The best individuals are sought – understanding that those who desire to work in a public charter school should display a love for learning and exhibit joy in their task. All staff members, including teachers, will be interviewed by a panel put together by the Administrative Team.

**Personnel Policies**

The Academy will develop personnel policies which are periodically reviewed by the Board and the Academy's legal counsel for compliance with applicable laws.

**Evaluation Procedure**

The Headmaster shall have the right to observe and evaluate staff using a merit based framework and system. The purpose of the performance evaluation system is to promote greater accountability by leading to changes in professional practice that result in the continuous improvement of scholar achievement. The assessment will include, but need not be limited to:

- An analysis of scholar achievement based on scholar performance on standardized and other specific assessments;
- Observations by the Headmaster or designee in professional settings;
- Accomplishment and growth consistent with core professional expectations as documented by the teacher in a professional performance improvement program;
- A self-assessment based on adherence to the vision and mission of the Academy;
- Community presence and involvement including frequency of parent contact; and
- An analysis of parent and scholar surveys to be collected in the spring of the year.

The Headmaster will be evaluated by the Board using a merit based evaluation framework and system. The Board seeks to maintain the highest standards of integrity in all Academy operations in addition to excellent scholar test scores. As a result, the Board will establish an evaluation system that includes, but is not limited to:

- An analysis of scholar achievement based on scholar performance on standardized and other specific assessments;
- A self-assessment based on adherence to the vision and mission of the Academy;
- Observations by the Board or designee in professional settings;
- Community presence and involvement including frequency of parent contact;
- Clean financial audits; and
- Enrollment growth.

## ELEMENT F: HEALTH AND SAFETY

*Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).*

In order to provide safety for all scholars and staff, the Academy will adopt and implement health and safety procedures and risk management policies in consultation with its insurance carriers and risk management experts. As such policies are subject to regular updating and amending based on many factors, including, but not limited to, judicial rulings, changes to the Education Code or other laws, and requirements of our insurance carrier, these policies may often be updated. A full draft will be provided to the District for review at least 30 days prior to operation.

The following is a summary of the health and safety policies:

### Procedures for Background Checks

Employees and contractors of the Academy will be required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees must submit two sets of fingerprints to the California Department of Justice and receive a clear criminal record summary. Prior to commencing employment, the Academy Headmaster will monitor compliance with this policy. The Board President will monitor the fingerprinting and background clearance of the Headmaster. Volunteers (including mentors) who will volunteer outside of the direct supervision of an employee will be fingerprinted and receive background clearance prior to volunteering without the direct supervision of an employee.

### Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws.

### TB Testing

The Academy will follow the requirement of Education Code Section 49406 in requiring tuberculosis testing of all employees.

### Immunizations

The Academy will adhere to all laws related to legally required immunizations for entering scholars pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade scholars must be immunized with a pertussis (whooping cough) vaccine booster.

## CPR/First Aid Training

All employees shall be CPR/First Aid trained before the end of their first year of employment.

## Medication in the Academy

The Academy will adhere to Education Code Section 49423 regarding administration of medication in school.

## Vision, Hearing and Scoliosis

The Academy will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by the Academy.

## Oral Health Examinations

The Academy will require its scholars to comply with all oral health examinations pursuant to Education Code Section 49452.8.

## Emergency Preparedness

The Academy will adhere to an Emergency Preparedness Plan drafted specifically to the needs of the Academy site in conjunction with law enforcement and the Fire Marshall. This plan will include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a public school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Academy. If the Academy is not situated on a public school site, it will develop its own Emergency Preparedness Plan specific to the site.

## Blood Borne Pathogens

The Academy will meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Academy has established a written infectious control plan designed to protect employees and scholars from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). This plan includes the annual training of staff. Whenever exposed to blood or other bodily fluids through injury or accident, staff and scholars will follow the latest medical protocol for disinfecting procedures.

## Diabetes

The Academy will provide an information sheet regarding type 2 diabetes to the parent or guardian of any incoming 7th grade scholars, should the Academy offer instruction to 7th grade scholars, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that scholars displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

## Drug-, Alcohol-, and Smoke-Free Environment

The Academy will maintain a drug-, alcohol-, and tobacco-free workplace.

## Integrated Complaint and Investigation Procedure

The Academy will utilize the Corporation's uniform complaint procedure to centralize all complaints and concerns submitted to the Academy. Under the direction of the Board, the Headmaster will be responsible for investigation, remediation, and follow-up on matters submitted through this procedure.

## Comprehensive Discrimination and Harassment Polices and Procedures

The Academy is committed to providing an Academy that is free from discrimination and sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Academy shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Academy (including employee to employee, employee to scholar, and scholar to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Academy's discrimination and harassment policies.

## Academy Facility Safety

The Academy will comply with all applicable federal environmental laws. The Academy will comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code. The Academy agrees to test, or if in a district owned or leased facility, to verify, that sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities to ensure that they are maintained in an operable condition at all times. The Academy will

conduct fire drills monthly. As is current practice with all schools, if the Academy's scholars are housed at facilities belonging to the WPUSD, the Academy will operate under the provisions of the School Safety Plan of the facility where it is housed. If the Academy is not operating under the School Safety Plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan that will be based on the provisions of Education Code Section 32286(a).

## ELEMENT G: RACIAL AND ETHNIC BALANCE

*Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).*

The Academy will implement a scholar outreach and recruitment strategy that includes but is not necessarily limited to the following elements or strategies to ensure a racial and ethnic balance among scholars that is reflective of the territorial jurisdiction of the District:

- An enrollment process that is scheduled and adopted to include a minimum 90 day recruitment timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the District. All major marketing materials and enrollment packets will be translated into Spanish.
- Scholar recruitment efforts may include, but are not limited to, direct mail, print advertising, and informational meetings directed toward targeted scholar populations to recruit scholars from the various racial and ethnic groups represented in the district.
- The Academy shall maintain an accurate accounting of the ethnic and racial balance of scholars enrolled in the Academy.

### Outreach and Recruitment Plan

The Academy will launch a very aggressive outreach and recruitment plan to ensure that a broad cross section of the community is aware of the opportunity to attend the Charter Academy and ensure that the Academy's racial and ethnic balance among its scholars is reflective of the general population residing within the territorial jurisdiction of WPUSD.

#### Internet

We will have a John Adams Academy - Lincoln website that describes the academic program of the Academy and its admissions procedures. In addition to the Academy's website, we can include information on social networking sites like Facebook and Twitter.

#### Chamber of Commerce

We will contact and attempt to get word out to community members through the membership of the Rocklin, Lincoln, and Roseville Chambers of Commerce. We will also request permission to make a brief presentation to their leadership training programs.

#### Local Newspapers

We will send press releases to the Sacramento Bee, Auburn Journal, Placer Herald,

Roseville Press Tribune, Rocklin & Roseville Today, the Loomis News.

**General Public Outreach**
Public Library/ Local Museums: information booths

**Big Box Stores:**
We will request permission to table in front of big box stores such as Walmart, Target, etc.

**Roseville Galleria**
We will apply for permission to establish an information booth.

**Town Halls**
We will host one town hall meeting in each South Placer County city and town.

**Firesides**
Members of the Board of Directors will invite interested neighbors and friends to attend a "fireside chat" about the program.

**Local Youth Athletic Leagues**
We will outreach to parents of school-aged children through local athletic leagues.

## ELEMENT H: ADMISSION REQUIREMENTS

*Governing Law: Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).*

The Academy will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). The Academy will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

The Academy shall require scholars who wish to attend the Academy to complete an application form. After admission, scholars will be required to submit an enrollment packet, which shall include the following:

- Completion of a scholar registration form;
- Proof of Immunization;
- Home Language Survey;
- Completion of Emergency Medical Information Form;
- Proof of minimum and maximum age requirements, e.g. birth certificate;
- Execution of a master agreement as required by independent study law if the scholar will be participating in independent study.

All scholars who wish to attend the Academy shall be admitted, subject only to capacity at each grade level. Admission to the Academy shall not be determined by the place of residence of the scholar or his or her parent in the State, except as provided in Education Code Section 47605(d)(2). No test or assessment shall be administered to scholars prior to acceptance and enrollment into the Academy. The Academy shall conduct outreach efforts as noted in Element G of this charter petition to ensure the Academy is equally accessible to low achieving and economically disadvantaged scholars and to encourage the enrollment of such scholars.

### Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Academy will hold a public random drawing to determine admission for the impacted grade level, with the exception of existing scholars, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following scholars in the following order:

1. Siblings of existing scholars enrolled in the AcademyChildren and grandchildren of Board members
2. Children of staff of the Academy
3. Scholars who reside in the District

All applications drawn after reaching capacity in any grade level will be placed on a wait-list for each respective grade level, in order in which they are drawn. If a vacancy occurs, the Academy shall notify the parent/guardian by phone and letter and provide the parents with 72 hours to enroll their scholar in the Academy. If the parent/guardian does not contact the Academy to accept the position for their scholar within this period, the Academy shall contact the parent/guardian for the next scholar on the wait list for that grade level. The Academy shall keep copies of documents relating to the lottery on file for one academic year to demonstrate the fair execution of lottery procedures.

Notwithstanding the foregoing, the Academy may refine lottery policies and procedures following the first year of operations in accordance with a written policy adopted by the Academy's Board of Directors. A copy of the revised policy, designed to improve the Academy's lottery efforts, shall be provided to the District within 45 calendar days of approval by the Academy's Board and prior to the enrollment period of the year in which the revised lottery policy will be implemented.

## ELEMENT I: INDEPENDENT FINANCIAL AUDITS

*Governing Law: The manner in which an annual, independent financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority—California Education Code Section 47605 (b)(5)(I)*

An annual independent fiscal audit of the books and records of the Academy will be conducted as required under Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Academy and the nonprofit public benefit corporation (John Adams Academies, Inc.) will be kept in accordance with generally accepted accounting principles, and shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers K-12 Audit Guide. The Academy shall also comply with District charter school policies pertaining to audit requirements.

An audit committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and shall be included by the State Controller's Office on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within four months of the close of the fiscal year. A copy of the auditor's findings will be forwarded to the District, the County Superintendent of Schools, the State Controller, and the CDE by the 15th of December of each year. The Headmaster, along with the audit committee, will review any audit exceptions or deficiencies and report to the Academy's Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same.

The independent fiscal audit of the Academy is public record to be provided to the public upon request.

## ELEMENT J: SCHOLAR SUSPENSION AND EXPULSION

This Scholar Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all scholars at the Academy. In creating this policy, the Academy has reviewed Education Code Section 48900 *et seq.* that describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Academy is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which scholars are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a scholar from regular classroom instruction. This policy shall serve as the Academy's policy and procedures for scholar suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. The Academy's staff shall enforce disciplinary rules and procedures fairly and consistently among all scholars. This Policy and its Procedures will be printed and distributed as part of the Scholar Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any scholar. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a scholar. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, scholars, staff or other persons or to prevent damage to Academy property.

The Academy administration shall ensure that scholars and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Headmaster's office.

Suspended or expelled scholars shall be excluded from all Academy and Academy-related activities unless otherwise agreed during the period of suspension or expulsion.

A scholar identified as an individual with disabilities or for whom the Academy has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education scholars except when federal and state law mandates additional or different procedures. The Academy will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a scholar identified as an individual with disabilities or for whom the Academy has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such scholars.

## A. Grounds for Suspension and Expulsion of Scholars

A scholar may be suspended or expelled for prohibited misconduct if the act is related to Academy activity or Academy attendance occurring at any time including but not limited to: a) while on Academy grounds; b) while going to or coming from the Academy; c) during the lunch period, whether on or off the Academy campus; d) during, going to, or coming from an Academy-sponsored activity.

## B. Enumerated Offenses

1. Discretionary Suspension Offenses. Scholars may be suspended for any of the following acts when it is determined the scholar:

a. Caused, attempted to cause, or threatened to cause physical injury to another person.

b. Willfully used force or violence upon the person of another, except self-defense.

c. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e. Committed or attempted to commit robbery or extortion.

f. Caused or attempted to cause damage to Academy property or private property.

g. Stole or attempted to steal Academy property or private property.

h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a scholar.

i. Committed an obscene act or engaged in habitual profanity or vulgarity.

j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k. Disrupted Academy activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other Academy officials, or other Academy personnel engaged in the performance of their duties.

l. Knowingly received stolen Academy property or private property.

m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

o. Harassed, threatened, or intimidated a scholar who is a complaining witness or witness in a Academy disciplinary proceeding for the purpose of preventing that scholar from being a witness and/or retaliating against that scholar for being a witness.

p. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a scholar organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective scholar. For purposes of this section, "hazing" does not include athletic events or Academy-sanctioned events.

q. Made terroristic threats against Academy officials and/or Academy property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own

safety or for his or her immediate family's safety, or for the protection of Academy property, or the personal property of the person threatened or his or her immediate family.

r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to scholars in any of grades 4 to 12, inclusive.

s. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to scholars in any of grades 4 to 12, inclusive.

t. Intentionally harassed, threatened or intimidated a scholar or group of scholars to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading scholar rights by creating an intimidating or hostile educational environment. This section shall apply to scholars in any of grades 4 to 12, inclusive.

u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

   i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a scholar or group of scholars which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more scholars that has or can be reasonably predicted to have the effect of one or more of the following:

      1. Placing a reasonable scholar (defined as a scholar, including, but is not limited to, a scholar with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or scholars in fear of harm to that scholar's or those scholars' person or property.

      2. Causing a reasonable scholar to experience a substantially detrimental effect on his or her physical or mental health.

3. Causing a reasonable scholar to experience substantial interference with his or her academic performance.

4. Causing a reasonable scholar to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Academy.

ii. "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless cell phone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, or image.

2. A post on a social network Internet Web site including, but not limited to:

a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b. Creating a credible impersonation of another actual scholar for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a scholar for the purpose of bullying the scholar and such that another scholar would reasonably believe, or has reasonably believed, that the scholar was or is the scholar who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious scholar or a profile using the likeness or attributes of an actual scholar other than the scholar who created the false profile.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v. A scholar who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a scholar who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

w. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the scholar had obtained written permission to possess the item from a certificated Academy employee, with the Headmaster or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Scholars must be suspended and recommended for expulsion for any of the following acts when it is determined the scholar:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the scholars had obtained written permission to possess the item from a certificated Academy employee, with the Headmaster or designee's concurrence.

3. Discretionary Expellable Offenses: Scholars may be recommended for expulsion for any of the following acts when it is determined the scholar:

a. Caused, attempted to cause, or threatened to cause physical injury to another person.

b. Willfully used force or violence upon the person of another, except self-defense.

c. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e. Committed or attempted to commit robbery or extortion.

f. Caused or attempted to cause damage to Academy property or private property.

g. Stole or attempted to steal Academy property or private property.

h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a scholar.

i. Committed an obscene act or engaged in habitual profanity or vulgarity.

j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k. Disrupted Academy activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other Academy officials, or other Academy personnel engaged in the performance of their duties.

l. Knowingly received stolen Academy property or private property.

m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

o. Harassed, threatened, or intimidated a scholar who is a complaining witness or witness in an Academy disciplinary proceeding for the purpose of preventing that scholar from being a witness and/or retaliating against that scholar for being a witness.

p. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a scholar organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective scholar. For

purposes of this section, "hazing" does not include athletic events or Academy-sanctioned events.

r. Made terroristic threats against Academy officials and/or Academy property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of Academy property, or the personal property of the person threatened or his or her immediate family.

s. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to scholars in any of grades 4 to 12, inclusive.

t. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to scholars in any of grades 4 to 12, inclusive.

u. Intentionally harassed, threatened or intimidated a scholar or group of scholars to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading scholar rights by creating an intimidating or hostile educational environment. This section shall apply to scholars in any of grades 4 to 12, inclusive.

v. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

    i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a scholar or group of scholars which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward

one or more scholars that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable scholar (defined as a scholar, including, but is not limited to, a scholar with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or scholars in fear of harm to that scholar's or those scholars' person or property.
2. Causing a reasonable scholar to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable scholar to experience substantial interference with his or her academic performance.
4. Causing a reasonable scholar to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Academy.

ii. "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, or image.
2. A post on a social network Internet Web site including, but not limited to:
    a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    b. Creating a credible impersonation of another actual scholar for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a scholar for the purpose of bullying the scholar and such that another scholar would reasonably believe, or has reasonably believed, that the scholar was or is the scholar who was impersonated.
    c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious scholar or a profile using the likeness or attributes of an actual scholar other than the scholar who created the false profile.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

w. A scholar who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a scholar who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

x. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the scholar had obtained written permission to possess the item from a certificated Academy employee, with the Headmaster or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Scholars must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the scholar:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the scholars had obtained written permission to possess the item from a certificated Academy employee, with the Headmaster or designee's concurrence.

If it is determined by the Board of Directors that a scholar has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the scholar shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

## C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Headmaster or the Dean of Scholars, with the scholar and his or her parent and, whenever practical, the teacher, supervisor or John Adams Academy - Lincoln employee who referred the scholar to the Headmaster or Dean of Scholars.

The conference may be omitted if the Headmaster or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of scholars or Academy personnel. If a scholar is suspended without this conference, both the parent/guardian and scholar shall be notified of the scholar's right to return to the Academy for the purpose of a conference.

At the conference, the scholar shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the scholar waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a scholar for failure of the scholar's parent or guardian to attend a conference with Academy officials. Reinstatement of the suspended scholar shall not be contingent upon attendance by the scholar's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or Dean of Scholars shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a scholar is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the scholar. In addition, the notice may also state the date and time when the scholar may return to the Academy. If Academy officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Headmaster or Dean of Scholars, the scholar and the scholar's guardian or representative will be invited to a conference to determine if the

suspension for the scholar should be extended pending an expulsion hearing. This determination will be made by the Headmaster or Dean of Scholars upon either of the following: 1) the scholar's presence will be disruptive to the education process; or 2) the scholar poses a threat or danger to others. Upon either determination, the scholar's suspension will be extended pending the results of an expulsion hearing.

**D. Authority to Expel**

A scholar may be expelled either by the Academy's Board following a hearing before it or by the Academy's Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the scholar or a Board member of the Academy's governing board. The Administrative Panel may recommend expulsion of any scholar found to have committed an expellable offense.

**E. Expulsion Procedures**

Scholars recommended for expulsion are entitled to a hearing to determine whether the scholar should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Headmaster or Dean of Scholars determines that the Scholar has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all scholar confidentiality rules under FERPA) unless the Scholar makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the scholar and the scholar's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the scholar. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Academy's disciplinary rules which relate to the alleged violation;
4. Notification of the scholar's or parent/guardian's obligation to provide information about the scholar's status at the Charter School to any other school district or school to which the scholar seeks enrollment;
5. The opportunity for the scholar or the scholar's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the scholar's behalf including witnesses.

## F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Academy may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Academy or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the scholar.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Academy must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, the Academy must present evidence that the witness' presence is both desired by the witness and will be helpful to the Academy. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons

not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the scholar being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

**G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

**H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the scholar committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled scholar, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the scholar shall immediately be returned to his/her educational program.

**I. Written Notice to Expel**

The Headmaster or Dean of Scholars, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the scholar or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the scholar; and (b) Notice of the scholar's or parent/guardian's obligation to inform any new district in which the scholar seeks to enroll of the scholar's status with the Academy.

The Headmaster or Dean of Scholars shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The scholar's name; and (b) The specific expellable offense committed by the scholar.

**J. Disciplinary Records**

John Adams Academy - Lincoln shall maintain records of all scholar suspensions and expulsions at John Adams Academy - Lincoln. Such records shall be made available to the authorizer upon request.

**K. No Right to Appeal**

The scholar shall have no right of appeal from expulsion from John Adams Academy – Lincoln as the John Adams Academy Board's decision to expel shall be final.

**L. Expelled Scholars/Alternative Education**

Scholars who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. John Adams Academy - Lincoln shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

**M. Rehabilitation Plans**

Scholars who are expelled from the Academy shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the scholar may reapply to the Academy for readmission.

**N. Readmission**

The decision to readmit a scholar or to admit a previously expelled scholar from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Academy's Leadership and the scholar and guardian or representative to determine whether the scholar has successfully completed the rehabilitation plan and to determine whether the scholar poses a threat to others or will be disruptive to the school environment. The Headmaster or Dean of Scholars shall make a recommendation to the Board following the meeting regarding his or her determination. The scholars's readmission is also contingent upon John Adams Academy – Lincoln's capacity at the time the scholar seeks readmission.

**O. Special Procedures for the Consideration of Suspension and Expulsion of Scholars with Disabilities**

1. Notification of SELPA

   The Academy shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any scholar with a disability or scholar who the Academy or SELPA would be deemed to have knowledge that the scholar had a disability.

2. Services During Suspension

   Scholars suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the scholar to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the scholar's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

3. Procedural Safeguards/Manifestation Determination

   Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a scholar with a disability because of a violation of a code of scholar conduct, the Academy, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the scholar's file, including

the scholar's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the scholar's disability; or

b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Academy, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the scholar, the conduct shall be determined to be a manifestation of the scholar's disability.

If the Academy, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the scholar's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such scholar, provided that the Academy had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the scholar already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the scholar to the placement from which the scholar was removed, unless the parent and the Academy agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Academy, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the scholar's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Academy may apply the relevant disciplinary procedures to scholar with disabilities in the same manner and for the same duration as the procedures would be applied to scholars without disabilities.

4. Due Process Appeals

The parent of a scholar with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Academy believes that maintaining the current placement of the scholar is substantially likely to result in injury to the scholar or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the scholar or the manifestation determination has been requested by either the parent or the Academy, the scholar shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Academy agree otherwise.

5. Special Circumstances

Academy personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a scholar with a disability who violates a code of scholar conduct.

The Headmaster or Dean of Scholars may remove a scholar to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the scholar's disability in cases where a scholar:

a. Carries or possesses a weapon, as defined in 18 USC 930, to or at the academy, on the academy premises, or to or at an academy function;

b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at the Academy, on Academy premises, or at an Academy function; or

c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at the Academy, on Academy premises, or at an Academy function.

6. Interim Alternative Educational Setting

The scholar's interim alternative educational setting shall be determined by the scholar's IEP/504 Team.

7. Procedures for Scholars Not Yet Eligible for Special Education Services

A scholar who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Academy's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Academy had knowledge that the scholar was disabled before the behavior occurred.

The Academy shall be deemed to have knowledge that the scholar had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Academy supervisory or administrative

personnel, or to one of the scholar's teachers, that the scholar is in need of special education or related services.

b. The parent has requested an evaluation of the scholar.

c. The scholar's teacher, or other Academy personnel, has expressed specific concerns about a pattern of behavior demonstrated by the scholar, directly to the director of special education or to other Academy supervisory personnel.

If the Academy knew or should have known the scholar had a disability under any of the three (3) circumstances described above, the scholar may assert any of the protections available to IDEIA-eligible scholars with disabilities, including the right to stay-put.

If the Academy had no basis for knowledge of the scholar's disability, it shall proceed with the proposed discipline. The Academy shall conduct an expedited evaluation if requested by the parents; however the scholar shall remain in the education placement determined by the Academy pending the results of the evaluation.

The Academy shall not be deemed to have knowledge that the scholar had a disability if the parent has not allowed an evaluation, refused services, or if the scholar has been evaluated and determined to not be eligible.

## ELEMENT K: EMPLOYEE RETIREMENT SYSTEMS

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).*

All classified employees shall participate in the federal social security system. Teachers shall participate in a 403(b) retirement plan according to policies developed by the Board and adopted as the Academy's employee policies. The Academy's Board of Directors may offer STRS and/or PERS retirement options to employees in the future, as applicable to the position, and according the Board policies. The Headmaster shall be responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

## ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).*

No scholar may be required to attend the Academy. Scholars who reside within the District who choose not to attend the Academy may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district policies. Parents and guardians of each scholar enrolled in the Academy will be informed on admissions forms that the scholars have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Academy, except to the extent that such a right is extended by the local education agency.

## ELEMENT M: EMPLOYEE RETURN RIGHTS

*Governing Law: A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M)*

No public school district employee shall be required to work at the Academy. Persons employed by the Academy are not considered employees of the District for any purpose whatsoever. Employees of the District who resign from District employment to work at the Academy and who later wish to return to the District shall be treated the same as any other former District employee seeking reemployment. The Academy shall not have any authority to confer any rights to return on District employees. However, District employees may have rights under District collective bargaining agreements, procedures and policies as they may be amended from time to time.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Academy. Employment by the Academy provides no rights of employment at any other entity, including any rights in the case of closure of the Academy.

## ELEMENT N: DISPUTE RESOLUTION

*Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to the provisions of the charter. Education Code Section 47605(b)(5)(N).*

It is anticipated that the District and the Academy will maintain and enjoy a mutually beneficial and cooperative relationship.

The Board of Directors will adopt policies and processes consistent with this Charter for airing and resolving internal and external disputes.

**Internal Dispute Resolution**

The Board has created an internal dispute resolution procedure that shall be binding on scholars, parents, volunteers, Academy personnel, and Board members. All members of the Academy community will be provided with a copy of the Academy's internal dispute resolution procedure and will agree to work within it. The Board shall have authority to make final determinations regarding all internal disputes.

WPUSD agrees to refer all complaints regarding the Academy's operations to the Headmaster for resolution in accordance with the Academy's adopted policies. In the event that the policies and processes fail to resolve the dispute, WPUSD and the WPUSD Board of Education agrees not to intervene in the dispute without the consent of the Academy's Board of Directors unless the matter directly relates to one of the reasons specified in law for which a charter may be revoked.

**Disputes Between the Academy and the District**

In the event of any dispute arising between the Academy and WPUSD regarding the misinterpretation, misapplication, or violation of the Charter, representatives (or designees) of WPUSD and the Academy shall meet and confer with the objective of resolving such disputes within fifteen (15) working days of the written request of either party. If within seven (7) days after the parties have met and conferred, or such longer period as may be agreed upon by the parties, the dispute cannot be resolved by the parties to their mutual satisfaction, WPUSD and the Academy shall then convene a committee composed of two members of the Board of Education for WPUSD, two members of the Academy's Board of Directors, along with one staff member from both WPUSD and the Academy. The committee shall meet within thirty (30) days, or such longer period as may be agreed upon by the parties, to resolve the dispute to the mutual satisfaction of the parties.

If the committee convened pursuant to the preceding paragraph is unable to resolve any dispute between the parties within fourteen (14) days, or such longer period as may be agreed upon by the parties, such disputes shall be submitted to mediation. The parties

shall meet to determine the format of the mediation session and select a mutually acceptable mediator to facilitate resolution of the dispute. If no agreement on the mediator is reached within five (5) days, then the parties shall request the state mediation/conciliation services to provide a list of seven (7) mediators from which the parties shall strike names alternatively until only one (1) name remains, which person shall be the mediator.

The costs of the mediator shall be split equally between the District and the Academy. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Academy.

## ELEMENT O: EXCLUSIVE PUBLIC SCHOOL EMPLOYER

*Governing Law: A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act. Education Code Section 47605(b)(5)(O).*

John Adams Academy, Inc. shall be deemed the exclusive public school employer of the Academy teachers, staff and other employees of the Academy for purposes of the Educational Employment Relations Act ("EERA"). John Adams Academy, Inc. recognizes the employees' rights under the EERA provisions to organize for collective bargaining purposes and will comply with the EERA.

## ELEMENT P: SCHOOL CLOSURE PROCEDURES

*Governing Law: A description of the procedures to be used if the charter School closes, The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(P).*

Closure of the Academy will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors will promptly notify parents and scholars of the Academy, the District, the Placer County Office of Education, the Academy's SELPA, the retirement systems in which the Academy's employees participate, and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the scholars' school districts of residence; and the manner in which parents/guardians may obtain copies of scholar records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and scholars of the Academy of the closure provides information to assist parents and scholars in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Academy.

The Board will also develop a list of scholars in each grade level and the classes they have completed, together with information on the scholars' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Academy will provide parents, scholars and the District with copies of all appropriate scholar records and will otherwise assist scholars in transferring to their next school. All transfers of scholar records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232(g). The Academy will ask the District to store original records of Academy scholars. All scholar records of the Academy shall be transferred to the District upon closure. If the District will not or cannot store the records, the Academy shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Academy will prepare final financial records. The Academy will also have an independent audit completed within six months after closure.

The Academy will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Academy and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Academy.

The Academy will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Academy, all assets of the Academy, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by scholars attending the Academy, remain the sole property of the Academy and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the District or District property will be promptly returned upon Academy closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Academy shall remain solely responsible for all liabilities arising from the operation of the Academy.

As the Academy is operated by John Adams Academy, Inc., a non-profit public benefit corporation, should the corporation dissolve with the closure of the Academy, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix D, John Adams Academy - Lincoln will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

# MISCELLANEOUS CHARTER REQUIREMENTS

## BUDGETS

*Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(g).*

Attached as Appendix C, please find the following information:

1. A projected first year budget, including startup costs along with budget notes that clearly describe assumptions or revenue estimates, including, but not limited to the basis for average daily attendance estimates and staffing levels.

2. Cash flow and financial projections for the first three years of operation.

## FINANCIAL REPORTING

The Academy shall provide reports to District and the Placer County Superintendent of Schools in accordance with Education Code Section 47604.33 as follows and shall provide additional fiscal reports as requested by the District or Placer County Superintendent of Schools:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.

2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.

3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Academy's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

5. By September 15, a final non-audited report from the full prior year. The report submitted to the District shall include an annual statement of all the Academy's receipts and expenditures for the preceding fiscal year

## INSURANCE

The Academy shall acquire and finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. At a minimum, these policies shall have coverage of $1 million per occurrence and $3 million aggregate. The District Board of Education and the District shall be named as an additional insured on all policies of the Academy. Prior to opening, the Academy shall provide evidence of the above insurance coverage to the District. The Academy shall indemnify, defend and hold harmless the District for damages resulting from the acts of the Academy. The District shall not be responsible for the payment of any cost associated with the Academy's insurance coverage.

## ADMINISTRATIVE SERVICES

*Governing Law: The manner in which administrative services of the School are to be provided. Education Code Section 47605(g).*

The Headmaster will assume the lead responsibility for administering the Academy under the policies adopted by the Academy's Board of Directors. The Academy may contract with Dr. David Guthrie of Education Synergy Consulting or an appropriate third-party for all "back-office" administrative services, including but not limited to financial management, accounting, payroll, and human resource services.

### *Other Service Providers*

John Adams Academy - Lincoln may also have a need to contract for outside services in the following areas: curriculum development services, management services, marketing public relations and advertising services, technology services etc. Although the Public Contract Code does not apply to charter schools, the Governing Board of John Adams Academy - Lincoln will go through an informal bidding process before selecting any vendors that would potentially provide any non-professional services if the value of the goods or services exceeds $10,000 per year.

The Academy shall adopt policies that will ensure internal control sufficient to achieve sound fiscal practices and clear delineations of responsibility for business affairs. The Academy will promptly respond to all reasonable inquiries, including inquiries regarding its financial records.

The Academy shall provide the following reports as required by law: CBEDS, ADA, the School Accountability Report Card, and the Local Control Accountability Plan.

## FACILITIES

*Governing Law: The facilities to be utilized by the school. The description of facilities to be used by the charter school shall specify where the school intends to locate. Education Code Section 47605(g).*

John Adams Academy, Inc. has retained a commercial real estate broker in hopes of identifying a facility within the District that is of sufficient size to house all of the Academy scholars. After reviewing existing facilities options, the petitioners believe that the best option for them would be to construct a facility from the ground up in time for school opening in Fall 2015. The nonprofit corporation has determined that it has the financial capacity to do so. The site identified by the Academy is of sufficient size to house the number of scholars proposed.

The facility will be built on a site that is 15 or more acres in Placer County. The building itself is planned to be at least 50,000 square feet, following the California state facility planning guidelines. The facility will contain approximately 28 classrooms, a library, multi-purpose room, elective classrooms, cafeteria, teachers' lounge, various specialty labs, special education conference room, administrative offices and playground spaces.

The facility and surrounding property will be fully in compliance with ADA guidelines, as well as in compliance with all applicable state and local guidelines. We plan to work directly with the city of Lincoln, the state health department, and state fire marshal's office to ensure codes are met during the entire process of building and prior to the school's opening.

The petitioners have extensive facilities experience. Their existing Academy facility was converted from offices spaces into a public school in just a few short months. The Academy has retained Williams + Paddon, a local school architecture firm, to assist with the design of the facility.

In the unlikely event that circumstances beyond the control of the Academy prevent the Academy from constructing the facility by Fall 2015, the Academy reserves the right to request facilities from the District pursuant to Proposition 39. However, it does not currently anticipate the need to make such a request.

## TRANSPORTATION

No transportation to and from the Academy will be provided for scholars by the Academy except as required by law for scholars with disabilities.

## IMPLEMENTATION, RENEWAL, OR AMENDMENT OF CHARTER

The Academy may request from WPUSD a renewal, material revision, or amendment of the Charter at any time prior to expiration. A renewal request should be presented by the Academy no later than 120 days prior to the expiration of the Charter. WPUSD agrees to

hear and render a decision regarding a renewal, material revision, or amendment to the Charter pursuant to the criteria and standards as specified in Education Code Sections 47605 and 47607, as applicable, and its implementing regulations.

## SEVERABILITY

If any provision or any part of this agreement is for any reason held to be invalid and/or unenforceable, or contrary to public policy, law, or statute, and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

## POTENTIAL CIVIL LIABILITY EFFECTS ON THE DISTRICT

*Governing Law: Potential civil liability effects, if any, upon the school and upon the District. Education Code Section 47605(g).*

### Intent

This statement is intended to fulfill the terms of Education Code Section 47605(g) and provides information regarding the proposed operation and potential effects of the Academy on the District.

### Civil Liability

The Academy shall be operated by John Adams Academies, Inc., a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d). The specific purposes for which the corporation is organized are for the operation of a California public charter school for educational services in accordance with the Education Code Section 47600, et seq.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. As stated above in the Governance section, the John Adams Academies Articles of Incorporation and bylaws are attached as Appendix A & B. The Academy shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the District shall not be liable for the operation of the Academy.

Further, the Academy and the District shall enter into a memorandum of understanding, wherein the Academy shall indemnify the District for the actions of the Academy under this charter.

The corporate bylaws of John Adams Academies, Inc. shall provide for indemnification of the Academy's Board of Directors, officers, agents, and employees, and the Academy will purchase general liability insurance, Directors and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the Academy's insurance company for schools of similar size, location, and scholar population. The District shall be named an additional insured on the general liability insurance of the Academy.

The Board of Directors of John Adams Academies, Inc. will institute appropriate risk management practices, including screening of employees, establishing codes of conduct for scholars, and dispute resolution.

**Potential Benefits to the District:**

This charter petition will benefit the District in a number of ways:

1. The Academy will pay the District an oversight fee to compensate the District for any costs associated with overseeing the Academy up to one (1) percent of its revenues pursuant to Education Code Section 47613(a).

2. The District teachers and staff can participate in professional development opportunities offered by the Academy.

3. Long-term, the Academy will be eligible to tap into potentially significant state school bond funds for Charter School construction. This could bring millions of dollars to the District from a funding source that the District could not tap on its own.

4. Demonstrates that the District is in alignment with the State and federal educational reform efforts, which might create eligibility for additional state and federal funding or Foundation funding.

**Oversight:**

John Adams Academy - Lincoln and the District will jointly develop an annual site visitation process and protocol to enable the District to gather information needed to confirm the Academy's performance and compliance with the terms of this charter. However, it is recognized and agreed by the Academy that the District may make unplanned and unscheduled random inspections of the Academy at any time in accordance with Education Code Section 47607.

# CONCLUSION

By approving this charter, the Western Placer Unified School District will be fulfilling the intent of the Charter Schools Act of 1992 to improve scholar learning; increase learning opportunities for all scholars with special emphasis on expanded learning opportunities for all scholars who are identified as academically low achieving; create new professional opportunities for teachers; and provide parents and scholars with expanded choices in education and following the directive of law to encourage the creation of charter schools. The Petitioners are eager to work independently, yet cooperatively with the District to set the highest standard for what a charter school should and can be. To this end, the Petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal for approval of a charter to begin operation in Fall 2015. The Academy shall be considered approved as of the date of charter approval. The term of the charter shall expire on June 30, 2019. This term is appropriate to give the petitioners sufficient time to demonstrate the educational effectiveness of this new educational model. Renewal of the charter shall be governed by the standards and criteria in Education Code Sections 47605 and 47607 as applicable, and their implementing regulations.

# APPENDIX

Appendix A – Articles of Incorporation

Appendix B – Bylaws

Appendix C – Conflict of Interest Code

Appendix D – Budget and Cash Flow Projections

Appendix E – Resumes of Founders

Appendix F – Letters of Support

Appendix G – Sample Schedule of Classes

Appendix H – Required Signatures

# 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:**

2014-15 Budget Assumptions and Proposed Budget for General Fund and Other Funds

**AGENDA ITEM AREA:**

Information

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent - Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Fund / Other Funds

**MEETING DATE:**

June 3, 2014

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

District staff has prepared the 2014-15 Proposed Budget documents for Board adoption at the June 17, 2014, Board of Trustees meeting. The most recent State's May Revision Budget has an impact on our 2014-15 budget assumptions along with our multi-year projections. Enclosed are the 2014-15 Budget Assumptions and Proposed Budget for the General Fund and Other Funds for Board review and input.

**RECOMMENDATION:**

Board of Trustees review the 2014-15 Budget Assumptions and Proposed Budget for the General Fund and Other Funds and provide input.

# WESTERN PLACER UNIFIED SCHOOL DISTRICT
# BOARD OF TRUSTEES MEETING

Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall adopt the budget for the subsequent fiscal year. The 2014-15 budget will be presented to the Board of Trustees for approval on June 17, 2014. The 2014-15 budget assumptions are used to prepare the 2014-15 Budget and MYP. PCOE provides districts with a Common Message letter outlining basic assumptions for the Adopted Budget. PCOE has recommended that each district use State Dept. of Finance (DOF) gap funding percentages as estimated by DOF and provided in the FCMAT LCFF Calculator. Additionally, PCOE is recommending that each district maintain a reserve level in excess of their required reserve, no less than the new gap funding for the subsequent fiscal year. As this is only a recommendation, each district must assess their combined general fund reserve as a percentage of total General Fund expenditures for each year. The budget also reflects the most recent State's May Budget Revision.

## BUDGET ASSUMPTIONS:

The following budget assumptions will be used for the 2014-15 Proposed Budget:

## REVENUES:

| | 13/14 Estimated Actuals | 14/15 Projection | 15/16 Projection | 16/17 Projection | |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| Enrollment | 6,686 | 6,775 | 6,843 | 6,911 | |
| ADA Yield | 96.1% | 95.5% | 95.5% | 95.5% | |
| ADA | 6,453 | 6,498 | 6,563 | 6,628 | |
| % Increase Enrollment | 1.3% | 2.2% | 1.0% | 1.0% | |
| # Increase Enrollment | 88 | 89 | 68 | 68 | |
| | | | | | |
| Prior Year RL ADA | 6,299 | 6,453 | 6,498 | 6,563 | |
| Staturoy COLA % | 1.565% | 0.85% | 2.10% | 2.30% | Per SSC Dartboard 14-15 May Revise |
| COLA | $107-$130 | $60-75 | $141-$171 | $165-$200 | Per SSC Dartboard 14-15 May Revise |
| Deficit % | - | - | - | - | |
| Deficit Applied | - | - | - | - | |
| Add'l RL adjustment | - | - | - | - | |
| LCFF Entitlement Factors: | | | | | |
| Base Grant with COLA Grades K-3 | $6,952 | $7,012 | $7,161 | $7,326 | Dept of Finance/LCFF Calculator |
| Base Grant with COLA Grades 4-6 | $7,056 | $7,117 | $7,268 | $7,435 | Dept of Finance/LCFF Calculator |
| Base Grant with COLA Grades 7-8 | $7,266 | $7,328 | $7,483 | $7,655 | Dept of Finance/LCFF Calculator |
| Base Grant with COLA Grades 9-12 | $8,419 | $8,491 | $8,671 | $8,870 | Dept of Finance/LCFF Calculator |
| Grade Span Funding (K-3 CSR & 9-12) | $942 | $950 | $970 | $1,023 | Dept of Finance/LCFF Calculator |
| Supplemental Grants (% Adj. Base) | 20% | 20% | 20% | 20% | Dept of Finance/LCFF Calculator |
| Concentration Grants | 50% | 50% | 50% | 50% | Dept of Finance/LCFF Calculator |
| Concentration Grant Threshold | 55% | 55% | 55% | 55% | Dept of Finance/LCFF Calculator |
| LCFF Gap Closed Percentage | 11.78% | 28.05% | 33.95% | 21.67% | Dept of Finance/LCFF Calculator |
| Funded RL / LCFF per ADA | 6,182.66 | 6,779.13 | 6,779.13 | 7,356.92 | FCMAT LCFF Calulator |
| Est. Revenue Limit/ LCFF Funding | 39,889,285 | 44,116,068 | 48,350,925 | 50,711,219 | Dept of Finance/LCFF Calculator |
| Basic Aid/Charter School | - | - | - | - | |
| Property Tax change | 8.70% | 3.00% | 3.00% | 3.00% | |
| Est. Property Taxes | 34,655,456 | 35,695,120 | 36,765,973 | 37,868,952 | |
| Federal Revenue | 0% | 0% | 0% | 0% | Adjusted by Program |
| Categorical COLA | 1.565% | 0.85% | 2.10% | 2.30% | Per SSC Dartboard 14-15 May Revise |
| Lottery Unrestricted/ADA | $124.00 | $126.00 | $126.00 | $126.00 | Per SSC Dartboard 14-15 May Revise |
| Lottery Restricted/ADA | $30.00 | $30.00 | $30.00 | $30.00 | Per SSC Dartboard 14-15 May Revise |

# WESTERN PLACER UNIFIED SCHOOL DISTRICT
# BOARD OF TRUSTEES MEETING

## EXPENDITURES:

District assumptions for the 2014-15 budget year and future multi-years are conservative with projected LCFF GAP funding estimates based on the DOF estimates, projected COLAs, a slight increase in projected enrollment growth of 89 students in 2014-15, which includes one new TK class, with an ADA percentage yield down to 95.5% in 2014-15.

| | 13/14 Estimated Actuals | 14/15 Projection | 15/16 Projection | 16/17 Projection | |
|---|---|---|---|---|---|
| **EXPENDITURES** | | | | | |
| Certificated New Hires | 0.0FTE | 6.20FTE | 0.0FTE | 0.0FTE | Based on 14-15 Staffing Projections |
| Estimated Retirements | 0.0FTE | 3.0 FTE | 0.0FTE | 0.0 FTE | Based on Current Notifications |
| Reductions in Staffing | 0.0FTE | 0.0FTE | 0.0FTE | 0.0 FTE | |
| Staffing Ratios: | | | | | |
| Kindergarten | 25:1 | 25:1 | 25:1 | 25:1 | |
| 1-3 | 28:1 | 28:1 | 28:1 | 28:1 | |
| 4-5 | 31:1 | 31:1 | 31:1 | 31:1 | |
| 6-8 | 26:1 | 26:1 | 26:1 | 26:1 | |
| 9-12 | 29:1 | 29:1 | 29:1 | 29:1 | |
| Certificated Step/Column | 2.10% | 2.10% | 2.10% | 2.10% | |
| Classified new Hires | 0.0 FTE | 0.0 FTE | 0.0 FTE | 0.0 FTE | |
| Estimated Retirements | 0.0 FTE | 0.0 FTE | 0.0 FTE | 0.0 FTE | |
| Reductions in Staffing | 0.0 FTE | 0.0FTE | 0.0FTE | 0.0FTE | |
| Classified Step/Column | 1.00% | 1.00% | 1.00% | 1.00% | |
| Health Benefits | 2.6% | 4.0% | 0.0% | 0.0% | |
| Budget Reductions | (2,442,000) | (1,249,000) | - | - | |
| Transfers Out | 23,000 | 23,000 | 773,000 | 23,000 | |
| Designated for Economic Uncertainty | 3% | 3% | 3% | 3% | |
| Deferred Maintenance Reserve | 1,779,381 | 1,696,131 | 1,696,131 | 1,696,131 | |
| Site Allocations: | | | | | |
| Elementary | 31.66 | 31.66 | 31.66 | 31.66 | |
| Middle School | 39.77 | 39.77 | 39.77 | 39.77 | |
| High School | 56.93 | 56.93 | 56.93 | 56.93 | |
| SLIG K-6 | 8.14 | 8.11 | 8.11 | 8.11 | |
| SLIG 7-8 | 3.49 | 3.48 | 3.48 | 3.48 | |
| MAA | - | - | - | - | |
| Lottery per teacher | 250.00 | 750.00 | 500.00 | 500.00 | |

Expenditures assumptions also include the Board approved budget reductions totaling approximately $1,249,000 million that did not require negotiations.

**2014-15 Board Approved Budget Reductions/Adjustments**

| | Proposed Amount | Proposed Action | Comments | One-Time |
|---|---|---|---|---|
| Programs & Services | **$150,000** | Sweep additional Instructional Materials budget allocations as District will be using one-time State Common Core funds to support the 2014-15 District Math adoption. | | X |
| Programs & Services | **$124,000** | Fund District Staff Development Day with Federal and LCFF Supplemental program funds for qualified staff development activities. | | X |
| Technology | **$225,000** | Suspend the computer replacement fund for one additional year. | $75,000 remaining in budget to support technology budget | X |
| Reserves | **$750,000** | Count the $750,000 wetland reserve as part of the reserve for economic uncertainty. | Transfer back in 2015-16 school year. | X |

***Total Proposed Budget Reductions*** ***1,249,000***

The District plans to use any available unassigned unrestricted Fund Balances reserves at June 30, 2014 year end towards offsetting the 2014-15 structural deficit while maintaining the required 3% Reserve for Economic Uncertainties. The amount is current estimated at $2 million of unassigned unrestricted Fund Balance reserves.

## GOVERNOR'S MAY BUDGET REVISION

The Governor's 2014-15 May Revision largely maintains his January positions regarding K-14 education with the majority of education funds going towards the new Local Control Funding Formula. The Governor's May Revision proposes no additional one-time funding for the Common Core State Standards implementation.

The one major proposal from the Governor's May Revision that affects the WPUSD budget effective July 1, 2014 is in the area of STRS Employer contribution expenditures. The Governor has proposed that the employer's STRS contribution from certificated salaries increase from 8.25% to 9.50%. This increase of 1.25% in STRS contribution equates to an annual increase in the WPUSD expenditure budget of approximately $310,000 and thereby increasing the district 2014-15 projected structural deficit. This percentage is proposed to increase over the next seven years to 19.1%.

Negotiations have been completed for the 2014-15 school year with all bargaining units, management, contract and confidential employees, including the negotiations of the 2013-14 concession MOU to pay back specifically negotiated concessions by the end of the 2013-14 fiscal year.

The 2014-15 Proposed Budget for the General Fund and Other Funds are presented in the following pages and display the 2014-15 Estimated Actuals Budget as well as the 2014-15 Proposed Budget.

*DISTRICT: Input on Setup tab, Cell B2*
*COUNTY: Input on Setup tab, Cell B3*

July 1 Budget (Single Adoption)
General Fund Unrestricted and Restricted - Expenditures by Object

| | | 2013-14 Estimated Actuals | | | 2014-15 Budget | | | |
|---|---|---|---|---|---|---|---|---|
| A REVENUES | Object | (A) Unrestricted | (B) Restricted | (C) = (A) + (B) Total | (D) Unrestricted | (E) Restricted | (F) = (D) + (E) Total | % Diff C & F |
| 1 LCFF Sources | 8010-8099 | 39,999,371 | 740,349 | 40,739,720 | 44,154,993 | 643,470 | 44,798,463 | 10.0% |
| 2 Federal Revenue | 8100-8299 | 1,170 | 2,990,557 | 2,991,727 | 1,170 | 2,340,454 | 2,341,624 | -21.7% |
| 3 Other State Revenue | 8300-8599 | 1,044,187 | 2,394,208 | 3,438,395 | 1,024,917 | 1,013,887 | 2,038,804 | -40.7% |
| 4 Other Local Revenue | 8600-8799 | 1,234,616 | 2,533,237 | 3,767,853 | 1,003,302 | 2,601,365 | 3,604,667 | -4.3% |
| 5 TOTAL REVENUES | | 42,279,344 | 8,658,351 | 50,937,695 | 46,184,382 | 6,599,176 | 52,783,558 | 3.6% |
| B EXPENDITURES | | | | | | | | |
| 1 Certificated salaries | 1000-1999 | 20,652,697 | 4,191,367 | 24,844,064 | 21,346,894 | 4,095,953 | 25,442,847 | 2.4% |
| 2 Classified salaries | 2000-2999 | 4,395,855 | 2,284,665 | 6,680,520 | 4,624,915 | 2,465,755 | 7,090,670 | 6.1% |
| 3 Employee Benefits | 3000-3999 | 7,934,226 | 2,201,396 | 10,135,622 | 8,780,085 | 2,439,298 | 11,219,383 | 10.7% |
| 4 Books & Supplies | 4000-4999 | 1,267,201 | 3,051,337 | 4,318,538 | 1,397,662 | 556,882 | 1,954,544 | -54.7% |
| Services & Other | | | | | | | | |
| 5 Operating Expenditures | 5000-5999 | 3,092,964 | 1,632,456 | 4,725,420 | 2,830,705 | 1,068,453 | 3,899,158 | -17.5% |
| 6 Capital Outlay | 6000-6999 | 120,500 | 12,000 | 132,500 | 83,250 | 12,000 | 95,250 | -28.1% |
| | 7100-7299 | | | | | | | |
| 7 Other Outgo | 7400-7499 | 2,272,859 | - | 2,272,859 | 2,272,407 | - | 2,272,407 | 0.0% |
| 8 Indirect Costs | 7300-7399 | (956,426) | 843,416 | (113,010) | (680,961) | 570,059 | (110,902) | -1.9% |
| 9 TOTAL EXPENDITURES | | 38,779,876 | 14,216,637 | 52,996,513 | 40,654,957 | 11,208,400 | 51,863,357 | -2.1% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | 3,499,468 | (5,558,286) | (2,058,818) | 5,529,425 | (4,609,224) | 920,201 | -144.7% |
| D 1 Interfund Transfers | | | | | | | | |
| a) Transfers In | 8900-8929 | 3,000 | - | 3,000 | - | - | - | -100.0% |
| b) Transfers out | 7600-7629 | 23,360 | - | 23,360 | 23,360 | - | 23,360 | 0.0% |
| 2 Other Sources/Uses | | | | | | | | |
| a) Sources | 8930-8979 | - | - | - | - | - | - | 0.0% |
| b) Uses | 7630-7699 | - | - | - | - | - | - | 0.0% |
| 3 Contributions | 8980-8999 | (4,369,446) | 4,369,446 | - | (4,451,527) | 4,451,527 | - | 0.0% |
| TOTAL OTHER FINANCING | | | | | | | | |
| 4 SOURCES/USES | | (4,389,806) | 4,369,446 | (20,360) | (4,474,887) | 4,451,527 | (23,360) | 14.7% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | (890,338) | (1,188,840) | (2,079,178) | 1,054,538 | (157,697) | 896,841 | -143.1% |
| F FUND BALANCE, RESERVES | | | | | | | | |
| 1 Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | 9791 | 6,492,096 | 1,385,237 | 7,877,333 | 5,601,758 | 196,397 | 5,798,155 | -26.4% |
| b) Audit Adjustments | 9793 | - | - | - | - | - | - | 0.0% |
| c) As of July 1 - Audited | | 6,492,096 | 1,385,237 | 7,877,333 | 5,601,758 | 196,397 | 5,798,155 | -26.4% |
| d) Other Restatements | 9795 | - | - | - | - | - | - | 0.0% |
| e) Adjusted Beginning Balance | | 6,492,096 | 1,385,237 | 7,877,333 | 5,601,758 | 196,397 | 5,798,155 | -26.4% |
| 2 Ending Balance, June 30 | | 5,601,758 | 196,397 | 5,798,155 | 6,656,296 | 38,700 | 6,694,996 | 15.5% |
| Components | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | 9711 | 5,000 | | 5,000 | 5,000 | | 5,000 | 0.0% |
| Stores | 9712 | - | - | - | - | - | - | 0.0% |
| Prepaid Expenditures | 9713 | 389,133 | - | 389,133 | 389,133 | - | 389,133 | 0.0% |
| All Others | 9719 | - | - | - | - | - | - | 0.0% |
| b) Restricted - Federal/State.Local Programs | 9740 | | 196,397 | 196,397 | | 38,700 | 38,700 | -80.3% |
| c) Committed | | | | | | | | |
| Stabilization Arrangements | 9750 | - | | - | - | | - | 0.0% |
| Other Commitments | 9760 | - | | - | - | | - | 0.0% |
| d) Assigned | | | | | | | | |
| Other Assignments | 9780 | - | | - | - | | - | 0.0% |
| e) Unassigned/unappropriated | | | | | | | | |
| Reserve for Economic Uncertainty - 3% | 9789 | 1,590,596 | | 1,590,596 | 1,556,602 | | 1,556,602 | -2.1% |
| Reserve for Unrestricted Carryover (Site and Local Carryover Balances) | 9789 | 890,000 | | 890,000 | 890,000 | | 890,000 | 0.0% |
| Reserve for WPTA Concessions Payback (other than furlough day) | 9789 | 240,750 | | 240,750 | 240,750 | | 240,750 | 0.0% |
| Reserve for Deferred Maintenance | 9789 | 1,779,381 | | 1,779,381 | 1,696,131 | | 1,696,131 | -4.7% |
| Reserve for 2015-16 LCFF GAP Funding Estimate (reduced to address 14-15 Budget Deficit) | 9789 | - | | - | 1,778,680 | | 1,778,680 | 0.0% |
| *Unassigned/Unappropriated* | 9790 | 706,898 | - | 706,898 | 100,000 | - | 100,000 | -85.9% |

9.2.4

*DISTRICT: Input on Setup tab, Cell B2*
*COUNTY: Input on Setup tab, Cell B3*

July 1 Budget (Single Adoption)
General Fund Unrestricted and Restricted

| | | 2013-14 Estimated Actuals | | | 2014-15 Budget | | | |
|---|---|---|---|---|---|---|---|---|
| | | (A) Unrestricted | (B) Restricted | (C) = (A) + (B) Total | (D) Unrestricted | (E) Restricted | (F) = (D) + (E) Total | % Diff C & F |
| G ASSETS | | | | | | | | |
| 1 Cash | | | | | | | | |
| a) in County Treasury | 9110 | 5,897,615 | (1,373,603) | 4,524,012 | | | | |
| 1) Fair value adjustment to Cash in County Treasury | 9111 | - | - | - | | | | |
| b) in Banks | 9120 | - | - | - | | | | |
| c) in Revolving Fund | 9130 | 5,000 | - | 5,000 | | | | |
| d) with Fiscal Agent | 9135 | - | - | - | | | | |
| e) collections awaiting deposit | 9140 | - | - | - | | | | |
| 2 Investments | 9150 | - | - | - | | | | |
| 3 Accounts Receivable | 9200 | 1,900,000 | 1,800,000 | 3,700,000 | | | | |
| 4 Due from Grantor Government | 9290 | - | - | - | | | | |
| 5 Due from Other Funds | 9310 | 113,010 | - | 113,010 | | | | |
| 6 Stores | 9320 | - | - | - | | | | |
| 7 Prepaid Expenditures | 9330 | 389,133 | - | 389,133 | | | | |
| 8 Other Current Assets | 9340 | - | - | - | | | | |
| 9 TOTAL ASSETS | | 8,304,758 | 426,397 | 8,731,155 | | | | |
| H LIABILITIES | | | | | | | | |
| 1 Accounts Payable | 9500 | 2,700,000 | 230,000 | 2,930,000 | | | | |
| 2 Due to Grantor Governments | 9590 | - | - | - | | | | |
| 3 Due to Other Funds | 9610 | 3,000 | - | 3,000 | | | | |
| 4 Current Loans | 9640 | - | - | - | | | | |
| 5 Deferred Revenue | 9650 | - | - | - | | | | |
| 6 TOTAL LIABILITIES | | 2,703,000 | 230,000 | 2,933,000 | | | | |
| I FUND EQUITY | | | | | | | | |
| Ending Fund Balance, June 30th | | 5,601,758 | 196,397 | 5,798,155 | | | | |
| *[Balance sheet agrees to Operating Statement]* | | - | - | - | | | | |

9.2.S

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

July 1 Budget (Single Adoption)
Adult Education Fund

| | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| A REVENUES | | | | |
| 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| 2 Federal Revenue | 8100-8299 | 48,322 | 48,322 | 0.0% |
| 3 Other State Revenue | 8300-8599 | 100,000 | 128,520 | 28.5% |
| 4 Other Local Revenue | 8600-8799 | 23,360 | 23,360 | 0.0% |
| 5 TOTAL REVENUES | | 171,682 | 200,202 | 16.6% |
| B EXPENDITURES | | | | |
| 1 Certificated salaries | 1000-1999 | 7,436 | 7,823 | 5.2% |
| 2 Classified salaries | 2000-2999 | 114,836 | 110,293 | -4.0% |
| 3 Employee Benefits | 3000-3999 | 47,990 | 48,014 | 0.1% |
| 4 Books & Supplies | 4000-4999 | 19,829 | 13,496 | -31.9% |
| Services & Other | | | | |
| 5 Operating Expenditures | 5000-5999 | 4,900 | 4,900 | 0.0% |
| 6 Capital Outlay | 6000-6999 | | | 0.0% |
| | 7100-7299 | | | |
| 7 Other Outgo | 7400-7499 | | | 0.0% |
| 8 Indirect Costs | 7300-7399 | 14,699 | 11,274 | -23.3% |
| 9 TOTAL EXPENDITURES | | 209,690 | 195,800 | -6.6% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | (38,008) | 4,402 | -111.6% |
| D 1 Interfund Transfers | | | | |
| a) Transfers In | 8900-8929 | | - | 0.0% |
| b) Transfers out | 7600-7629 | | - | 0.0% |
| 2 Other Sources/Uses | | | | 0.0% |
| a) Sources | 8930-8979 | | - | 0.0% |
| b) Uses | 7630-7699 | | - | 0.0% |
| 3 Contributions | 8980-8999 | - | | 0.0% |
| TOTAL OTHER FINANCING 4 SOURCES/USES | | - | - | 0.0% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | (38,008) | 4,402 | -111.6% |
| F FUND BALANCE, RESERVES | | | | |
| 1 Beginning Fund Balance | | | | |
| a) As of July 1 - Unaudited | 9791 | 77,204 | 39,196 | -49.2% |
| b) Audit Adjustments | 9793 | | - | 0.0% |
| c) As of July 1 - Audited | | 77,204 | 39,196 | -49.2% |
| d) Other Restatements | 9795 | | - | 0.0% |
| e) Adjusted Beginning Balance | | 77,204 | 39,196 | -49.2% |
| 2 Ending Balance, June 30 | | 39,196 | 43,598 | 11.2% |
| Components | | | | |
| a) Nonspendable | | | | |
| Revolving Cash | 9711 | - | - | 0.0% |
| Stores | 9712 | - | - | 0.0% |
| Prepaid Expenditures | 9713 | - | - | 0.0% |
| All Others | 9719 | - | - | 0.0% |
| b) Restricted | 9740 | 39,196 | 43,598 | 11.2% |
| c) Committed | | | | |
| Stabilization Arrangements | 9750 | - | - | 0.0% |
| Other Commitments | 9760 | - | - | 0.0% |
| d) Assigned | | | | |
| Other Assignments | 9780 | - | - | 0.0% |
| *District specific #1* | 9780 | - | - | 0.0% |
| *District specific #2* | 9780 | - | - | 0.0% |
| e) Unassigned/unappropriated | | | | |
| Reserve for Economic Uncertainty | 9789 | - | - | 0.0% |
| *Unassigned/Unappropriated* | 9790 | - | - | 0.0% |

9.2.6

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|---|
| G | ASSETS | | | | |
| | 1 Cash | | | | |
| | a) in County Treasury | 9110 | 5,672 | | |
| | 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| | b) in Banks | 9120 | - | | |
| | c) in Revolving Fund | 9130 | - | | |
| | d) with Fiscal Agent | 9135 | - | | |
| | e) collections awaiting deposit | 9140 | - | | |
| | 2 Investments | 9150 | - | | |
| | 3 Accounts Receivable | 9200 | 9,434 | | |
| | 4 Due from Grantor Government | 9290 | - | | |
| | 5 Due from Other Funds | 9310 | - | | |
| | 6 Stores | 9320 | - | | |
| | 7 Prepaid Expenditures | 9330 | - | | |
| | 8 Other Current Assets | 9340 | - | | |
| | 9 TOTAL ASSETS | | 15,106 | | |
| H | LIABILITIES | | | | |
| | 1 Accounts Payable | 9500 | 41 | | |
| | 2 Due to Grantor Governments | 9590 | - | | |
| | 3 Due to Other Funds | 9610 | - | | |
| | 4 Current Loans | 9640 | - | | |
| | 5 Deferred Revenue | 9650 | - | | |
| | 6 TOTAL LIABILITIES | | 41 | | |
| I | FUND EQUITY | | | | |
| | Ending Fund Balance, June 30th | | 15,065 | | |

9.2.7

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

July 1 Budget (Single Adoption)
Child Development Fund

| | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| A REVENUES | | | | |
| 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| 2 Federal Revenue | 8100-8299 | 1,212 | | -100.0% |
| 3 Other State Revenue | 8300-8599 | 220,123 | 258,258 | 17.3% |
| 4 Other Local Revenue | 8600-8799 | 76,450 | 13,000 | -83.0% |
| 5 TOTAL REVENUES | | 297,785 | 271,258 | -8.9% |
| B EXPENDITURES | | | | |
| 1 Certificated salaries | 1000-1999 | 42,148 | 44,328 | 5.2% |
| 2 Classified salaries | 2000-2999 | 114,870 | 119,980 | 4.4% |
| 3 Employee Benefits | 3000-3999 | 68,489 | 68,162 | -0.5% |
| 4 Books & Supplies | 4000-4999 | 20,212 | 13,000 | -35.7% |
| Services & Other | | | | |
| 5 Operating Expenditures | 5000-5999 | 4,406 | 4,406 | 0.0% |
| 6 Capital Outlay | 6000-6999 | | | 0.0% |
| | 7100-7299 | | | |
| 7 Other Outgo | 7400-7499 | 13,000 | | -100.0% |
| 8 Indirect Costs | 7300-7399 | 16,580 | 15,267 | -7.9% |
| 9 TOTAL EXPENDITURES | | 279,705 | 265,143 | -5.2% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | 18,080 | 6,115 | -66.2% |
| D 1 Interfund Transfers | | | | |
| a) Transfers In | 8900-8929 | | - | 0.0% |
| b) Transfers out | 7600-7629 | | - | 0.0% |
| 2 Other Sources/Uses | | | | 0.0% |
| a) Sources | 8930-8979 | - | - | 0.0% |
| b) Uses | 7630-7699 | - | - | 0.0% |
| 3 Contributions | 8980-8999 | - | - | 0.0% |
| TOTAL OTHER FINANCING 4 SOURCES/USES | | - | - | 0.0% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | 18,080 | 6,115 | -66.2% |
| F FUND BALANCE, RESERVES | | | | |
| 1 Beginning Fund Balance | | | | |
| a) As of July 1 - Unaudited | 9791 | 8,595 | 26,675 | 210.4% |
| b) Audit Adjustments | 9793 | - | - | 0.0% |
| c) As of July 1 - Audited | | 8,595 | 26,675 | 210.4% |
| d) Other Restatements | 9795 | - | - | 0.0% |
| e) Adjusted Beginning Balance | | 8,595 | 26,675 | 210.4% |
| 2 Ending Balance, June 30 | | 26,675 | 32,790 | 22.9% |
| Components | | | | |
| a) Nonspendable | | | | |
| Revolving Cash | 9711 | | - | 0.0% |
| Stores | 9712 | - | - | 0.0% |
| Prepaid Expenditures | 9713 | - | - | 0.0% |
| All Others | 9719 | - | - | 0.0% |
| b) Restricted | 9740 | 26,675 | 32,790 | 22.9% |
| c) Committed | | | | |
| Stabilization Arrangements | 9750 | - | - | 0.0% |
| Other Commitments | 9760 | - | - | 0.0% |
| d) Assigned | | | | |
| Other Assignments | 9780 | - | - | 0.0% |
| *District specific #1* | 9780 | - | - | 0.0% |
| *District specific #2* | 9780 | - | - | 0.0% |
| e) Unassigned/unappropriated | | | | |
| Reserve for Economic Uncertainty | 9789 | - | - | 0.0% |
| *Unassigned/Unappropriated* | 9790 | - | - | 0.0% |

9.2.8

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| G ASSETS | | | | |
| 1 Cash | | | | |
| a) in County Treasury | 9110 | 13,796 | | |
| 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| b) in Banks | 9120 | - | | |
| c) in Revolving Fund | 9130 | - | | |
| d) with Fiscal Agent | 9135 | - | | |
| e) collections awaiting deposit | 9140 | - | | |
| 2 Investments | 9150 | - | | |
| 3 Accounts Receivable | 9200 | - | | |
| 4 Due from Grantor Government | 9290 | - | | |
| 5 Due from Other Funds | 9310 | - | | |
| 6 Stores | 9320 | - | | |
| 7 Prepaid Expenditures | 9330 | - | | |
| 8 Other Current Assets | 9340 | - | | |
| 9 TOTAL ASSETS | | 13,796 | | |
| H LIABILITIES | | | | |
| 1 Accounts Payable | 9500 | 628 | | |
| 2 Due to Grantor Governments | 9590 | - | | |
| 3 Due to Other Funds | 9610 | - | | |
| 4 Current Loans | 9640 | - | | |
| 5 Deferred Revenue | 9650 | 1,237 | | |
| 6 TOTAL LIABILITIES | | 1,865 | | |
| I FUND EQUITY | | | | |
| Ending Fund Balance, June 30th | | 11,931 | | |

9.29

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRIC*
*COUNTY: PLACER COUNTY*

July 1 Budget (Single Adoption)
Cafeteria Special Revenue Fund

| | | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|---|
| A | REVENUES | | | | |
| | 1 LCFF Sources | 8010-8099 | | - | 0.0% |
| | 2 Federal Revenue | 8100-8299 | 965,000 | 965,000 | 0.0% |
| | 3 Other State Revenue | 8300-8599 | 77,000 | 77,000 | 0.0% |
| | 4 Other Local Revenue | 8600-8799 | 617,735 | 597,000 | -3.4% |
| | 5 TOTAL REVENUES | | 1,659,735 | 1,639,000 | -1.2% |
| B | EXPENDITURES | | | | |
| | 1 Certificated salaries | 1000-1999 | - | - | 0.0% |
| | 2 Classified salaries | 2000-2999 | 651,053 | 703,637 | 8.1% |
| | 3 Employee Benefits | 3000-3999 | 309,375 | 315,118 | 1.9% |
| | 4 Books & Supplies | 4000-4999 | 641,685 | 641,700 | 0.0% |
| | Services & Other | | | | |
| | 5 Operating Expenditures | 5000-5999 | 32,510 | 31,575 | -2.9% |
| | 6 Capital Outlay | 6000-6999 | - | - | 0.0% |
| | | 7100-7299 | | | |
| | 7 Other Outgo | 7400-7499 | - | - | 0.0% |
| | 8 Indirect Costs | 7300-7399 | 81,731 | 84,361 | 3.2% |
| | 9 TOTAL EXPENDITURES | | 1,716,354 | 1,776,391 | 3.5% |
| C | EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | (56,619) | (137,391) | 142.7% |
| D | 1 Interfund Transfers | | | | |
| | a) Transfers In | 8900-8929 | - | - | 0.0% |
| | b) Transfers out | 7600-7629 | - | - | 0.0% |
| | 2 Other Sources/Uses | | | | 0.0% |
| | a) Sources | 8930-8979 | - | - | 0.0% |
| | b) Uses | 7630-7699 | - | - | 0.0% |
| | 3 Contributions | 8980-8999 | - | - | 0.0% |
| | TOTAL OTHER FINANCING 4 SOURCES/USES | | - | - | 0.0% |
| E | NET INCREASE (DECREASE) IN FUND BALANCE | | (56,619) | (137,391) | 142.7% |
| F | FUND BALANCE, RESERVES | | | | |
| | 1 Beginning Fund Balance | | | | |
| | a) As of July 1 - Unaudited | 9791 | 220,243 | 163,624 | -25.7% |
| | b) Audit Adjustments | 9793 | - | - | 0.0% |
| | c) As of July 1 - Audited | | 220,243 | 163,624 | -25.7% |
| | d) Other Restatements | 9795 | - | - | 0.0% |
| | e) Adjusted Beginning Balance | | 220,243 | 163,624 | -25.7% |
| | 2 Ending Balance, June 30 | | 163,624 | 26,233 | -84.0% |
| | Components | | | | |
| | a) Nonspendable | | | | |
| | Revolving Cash | 9711 | - | - | 0.0% |
| | Stores | 9712 | 19,488 | 19,488 | 0.0% |
| | Prepaid Expenditures | 9713 | - | - | 0.0% |
| | All Others | 9719 | - | - | 0.0% |
| | b) Restricted | 9740 | 144,136 | 6,745 | -95.3% |
| | c) Committed | | | | |
| | Stabilization Arrangements | 9750 | - | - | 0.0% |
| | Other Commitments | 9760 | - | - | 0.0% |
| | d) Assigned | | | | |
| | Other Assignments | 9780 | - | - | 0.0% |
| | *District specific #1* | 9780 | - | - | 0.0% |
| | *District specific #2* | 9780 | - | - | 0.0% |
| | e) Unassigned/unappropriated | | | | |
| | Reserve for Economic Uncertainty | 9789 | - | - | 0.0% |
| | *Unassigned/Unappropriated* | 9790 | - | - | 0.0% |

9.2.10

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|---|
| G | ASSETS | | | | |
| | 1 Cash | | | | |
| | a) in County Treasury | 9110 | 117,976 | | |
| | 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| | b) in Banks | 9120 | - | | |
| | c) in Revolving Fund | 9130 | - | | |
| | d) with Fiscal Agent | 9135 | - | | |
| | e) collections awaiting deposit | 9140 | - | | |
| | 2 Investments | 9150 | - | | |
| | 3 Accounts Receivable | 9200 | - | | |
| | 4 Due from Grantor Government | 9290 | - | | |
| | 5 Due from Other Funds | 9310 | - | | |
| | 6 Stores | 9320 | 19,488 | | |
| | 7 Prepaid Expenditures | 9330 | - | | |
| | 8 Other Current Assets | 9340 | 1,425 | | |
| | 9 TOTAL ASSETS | | 138,889 | | |
| H | LIABILITIES | | | | |
| | 1 Accounts Payable | 9500 | (3,142) | | |
| | 2 Due to Grantor Governments | 9590 | - | | |
| | 3 Due to Other Funds | 9610 | - | | |
| | 4 Current Loans | 9640 | - | | |
| | 5 Deferred Revenue | 9650 | - | | |
| | 6 TOTAL LIABILITIES | | (3,142) | | |
| I | FUND EQUITY | | | | |
| | Ending Fund Balance, June 30th | | 142,031 | | |

9.2.11

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

July 1 Budget (Single Adoption)
Building Fund

| | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| A REVENUES | | | | |
| 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| 2 Federal Revenue | 8100-8299 | - | - | 0.0% |
| 3 Other State Revenue | 8300-8599 | - | - | 0.0% |
| 4 Other Local Revenue | 8600-8799 | 26,500 | - | -100.0% |
| 5 TOTAL REVENUES | | 26,500 | - | -100.0% |
| B EXPENDITURES | | | | |
| 1 Certificated salaries | 1000-1999 | - | - | 0.0% |
| 2 Classified salaries | 2000-2999 | - | - | 0.0% |
| 3 Employee Benefits | 3000-3999 | - | - | 0.0% |
| 4 Books & Supplies | 4000-4999 | 118,500 | - | -100.0% |
| Services & Other | | | | |
| 5 Operating Expenditures | 5000-5999 | 198,700 | 111,000 | -44.1% |
| 6 Capital Outlay | 6000-6999 | 135,355 | 388,000 | 186.7% |
| | 7100-7299 | | | |
| 7 Other Outgo | 7400-7499 | - | - | 0.0% |
| 8 Indirect Costs | 7300-7399 | - | - | 0.0% |
| 9 TOTAL EXPENDITURES | | 452,555 | 499,000 | 10.3% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | (426,055) | (499,000) | 17.1% |
| D 1 Interfund Transfers | | | | |
| a) Transfers In | 8900-8929 | - | - | 0.0% |
| b) Transfers out | 7600-7629 | - | - | 0.0% |
| 2 Other Sources/Uses | | | | 0.0% |
| a) Sources | 8930-8979 | - | - | 0.0% |
| b) Uses | 7630-7699 | - | - | 0.0% |
| 3 Contributions | 8980-8999 | - | - | 0.0% |
| TOTAL OTHER FINANCING 4 SOURCES/USES | | - | - | 0.0% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | (426,055) | (499,000) | 17.1% |
| F FUND BALANCE, RESERVES | | | | |
| 1 Beginning Fund Balance | | | | |
| a) As of July 1 - Unaudited | 9791 | 2,423,390 | 1,997,335 | -17.6% |
| b) Audit Adjustments | 9793 | - | - | 0.0% |
| c) As of July 1 - Audited | | 2,423,390 | 1,997,335 | -17.6% |
| d) Other Restatements | 9795 | - | - | 0.0% |
| e) Adjusted Beginning Balance | | 2,423,390 | 1,997,335 | -17.6% |
| 2 Ending Balance, June 30 | | 1,997,335 | 1,498,335 | -25.0% |
| Components | | | | |
| a) Nonspendable | | | | |
| Revolving Cash | 9711 | - | - | 0.0% |
| Stores | 9712 | - | - | 0.0% |
| Prepaid Expenditures | 9713 | - | - | 0.0% |
| All Others | 9719 | - | - | 0.0% |
| b) Restricted | 9740 | 1,997,335 | 1,498,335 | -25.0% |
| c) Committed | | | | |
| Stabilization Arrangements | 9750 | - | - | 0.0% |
| Other Commitments | 9760 | - | - | 0.0% |
| d) Assigned | | | | |
| Other Assignments | 9780 | - | - | 0.0% |
| *District specific #1* | 9780 | - | - | 0.0% |
| *District specific #2* | 9780 | - | - | 0.0% |
| e) Unassigned/unappropriated | | | | |
| Reserve for Economic Uncertainty | 9789 | - | - | 0.0% |
| *Unassigned/Unappropriated* | 9790 | - | - | 0.0% |

9.2.12

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| G ASSETS | | | | |
| 1 Cash | | | | |
| a) in County Treasury | 9110 | 2,120,922 | | |
| 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| b) in Banks | 9120 | - | | |
| c) in Revolving Fund | 9130 | - | | |
| d) with Fiscal Agent | 9135 | - | | |
| e) collections awaiting deposit | 9140 | - | | |
| 2 Investments | 9150 | - | | |
| 3 Accounts Receivable | 9200 | - | | |
| 4 Due from Grantor Government | 9290 | - | | |
| 5 Due from Other Funds | 9310 | - | | |
| 6 Stores | 9320 | - | | |
| 7 Prepaid Expenditures | 9330 | - | | |
| 8 Other Current Assets | 9340 | - | | |
| 9 TOTAL ASSETS | | 2,120,922 | | |
| H LIABILITIES | | | | |
| 1 Accounts Payable | 9500 | 4,800 | | |
| 2 Due to Grantor Governments | 9590 | - | | |
| 3 Due to Other Funds | 9610 | - | | |
| 4 Current Loans | 9640 | - | | |
| 5 Deferred Revenue | 9650 | - | | |
| 6 TOTAL LIABILITIES | | 4,800 | | |
| I FUND EQUITY | | | | |
| Ending Fund Balance, June 30th | | 2,116,122 | | |

9.2.13

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption)
Capital Facilities Fund

| | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| A REVENUES | | | | |
| 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| 2 Federal Revenue | 8100-8299 | - | - | 0.0% |
| 3 Other State Revenue | 8300-8599 | - | - | 0.0% |
| 4 Other Local Revenue | 8600-8799 | 1,371,060 | 1,375,000 | 0.3% |
| 5 TOTAL REVENUES | | 1,371,060 | 1,375,000 | 0.3% |
| B EXPENDITURES | | | | |
| 1 Certificated salaries | 1000-1999 | - | - | 0.0% |
| 2 Classified salaries | 2000-2999 | 106,024 | 111,641 | 5.3% |
| 3 Employee Benefits | 3000-3999 | 42,225 | 42,192 | -0.1% |
| 4 Books & Supplies | 4000-4999 | 500 | 300 | -40.0% |
| Services & Other | | | | |
| 5 Operating Expenditures | 5000-5999 | 97,850 | 57,700 | -41.0% |
| 6 Capital Outlay | 6000-6999 | - | - | 0.0% |
| | 7100-7299 | | | |
| 7 Other Outgo | 7400-7499 | - | - | 0.0% |
| 8 Indirect Costs | 7300-7399 | - | - | 0.0% |
| 9 TOTAL EXPENDITURES | | 246,599 | 211,833 | -14.1% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | 1,124,461 | 1,163,167 | 3.4% |
| D 1 Interfund Transfers | | | | |
| a) Transfers In | 8900-8929 | - | - | 0.0% |
| b) Transfers out | 7600-7629 | 800,000 | 650,000 | -18.8% |
| 2 Other Sources/Uses | | | | 0.0% |
| a) Sources | 8930-8979 | - | - | 0.0% |
| b) Uses | 7630-7699 | - | - | 0.0% |
| 3 Contributions | 8980-8999 | - | - | 0.0% |
| TOTAL OTHER FINANCING 4 SOURCES/USES | | (800,000) | (650,000) | -18.8% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | 324,461 | 513,167 | 58.2% |
| F FUND BALANCE, RESERVES | | | | |
| 1 Beginning Fund Balance | | | | |
| a) As of July 1 - Unaudited | 9791 | 292,822 | 617,283 | 110.8% |
| b) Audit Adjustments | 9793 | - | - | 0.0% |
| c) As of July 1 - Audited | | 292,822 | 617,283 | 110.8% |
| d) Other Restatements | 9795 | - | - | 0.0% |
| e) Adjusted Beginning Balance | | 292,822 | 617,283 | 110.8% |
| 2 Ending Balance, June 30 | | 617,283 | 1,130,450 | 83.1% |
| Components | | | | |
| a) Nonspendable | | | | |
| Revolving Cash | 9711 | - | - | 0.0% |
| Stores | 9712 | - | - | 0.0% |
| Prepaid Expenditures | 9713 | - | - | 0.0% |
| All Others | 9719 | - | - | 0.0% |
| b) Restricted | 9740 | 617,283 | - | -100.0% |
| c) Committed | | | | |
| Stabilization Arrangements | 9750 | - | - | 0.0% |
| Other Commitments | 9760 | - | - | 0.0% |
| d) Assigned | | | | |
| Other Assignments | 9780 | - | - | 0.0% |
| *District specific #1* | 9780 | - | - | 0.0% |
| *District specific #2* | 9780 | - | - | 0.0% |
| e) Unassigned/unappropriated | | | | |
| Reserve for Economic Uncertainty | 9789 | - | - | 0.0% |
| *Unassigned/Unappropriated* | 9790 | - | 1,130,450 | 0.0% |

9.2.14

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| G ASSETS | | | | |
| 1 Cash | | | | |
| a) in County Treasury | 9110 | 1,429,621 | | |
| 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| b) in Banks | 9120 | - | | |
| c) in Revolving Fund | 9130 | - | | |
| d) with Fiscal Agent | 9135 | - | | |
| e) collections awaiting deposit | 9140 | - | | |
| 2 Investments | 9150 | - | | |
| 3 Accounts Receivable | 9200 | - | | |
| 4 Due from Grantor Government | 9290 | - | | |
| 5 Due from Other Funds | 9310 | - | | |
| 6 Stores | 9320 | - | | |
| 7 Prepaid Expenditures | 9330 | - | | |
| 8 Other Current Assets | 9340 | - | | |
| 9 TOTAL ASSETS | | 1,429,621 | | |
| H LIABILITIES | | | | |
| 1 Accounts Payable | 9500 | - | | |
| 2 Due to Grantor Governments | 9590 | - | | |
| 3 Due to Other Funds | 9610 | - | | |
| 4 Current Loans | 9640 | - | | |
| 5 Deferred Revenue | 9650 | - | | |
| 6 TOTAL LIABILITIES | | - | | |
| I FUND EQUITY | | | | |
| Ending Fund Balance, June 30th | | 1,429,621 | | |

9.2.15

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption)
County Facilities Fund

| | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| A REVENUES | | | | |
| 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| 2 Federal Revenue | 8100-8299 | - | - | 0.0% |
| 3 Other State Revenue | 8300-8599 | - | - | 0.0% |
| 4 Other Local Revenue | 8600-8799 | 25,000 | 18,000 | -28.0% |
| 5 TOTAL REVENUES | | 25,000 | 18,000 | -28.0% |
| B EXPENDITURES | | | | |
| 1 Certificated salaries | 1000-1999 | - | - | 0.0% |
| 2 Classified salaries | 2000-2999 | - | - | 0.0% |
| 3 Employee Benefits | 3000-3999 | - | - | 0.0% |
| 4 Books & Supplies | 4000-4999 | - | - | 0.0% |
| Services & Other | | | | |
| 5 Operating Expenditures | 5000-5999 | 29,010 | - | -100.0% |
| 6 Capital Outlay | 6000-6999 | 752,990 | 883,278 | 17.3% |
| | 7100-7299 | | | |
| 7 Other Outgo | 7400-7499 | - | - | 0.0% |
| 8 Indirect Costs | 7300-7399 | - | - | 0.0% |
| 9 TOTAL EXPENDITURES | | 782,000 | 883,278 | 13.0% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | (757,000) | (865,278) | 14.3% |
| D 1 Interfund Transfers | | | | |
| a) Transfers In | 8900-8929 | - | - | 0.0% |
| b) Transfers out | 7600-7629 | - | - | 0.0% |
| 2 Other Sources/Uses | | | | 0.0% |
| a) Sources | 8930-8979 | - | - | 0.0% |
| b) Uses | 7630-7699 | - | - | 0.0% |
| 3 Contributions | 8980-8999 | - | - | 0.0% |
| TOTAL OTHER FINANCING 4 SOURCES/USES | | - | - | 0.0% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | (757,000) | (865,278) | 14.3% |
| F FUND BALANCE, RESERVES | | | | |
| 1 Beginning Fund Balance | | | | |
| a) As of July 1 - Unaudited | 9791 | 2,549,616 | 1,792,616 | -29.7% |
| b) Audit Adjustments | 9793 | - | - | 0.0% |
| c) As of July 1 - Audited | | 2,549,616 | 1,792,616 | -29.7% |
| d) Other Restatements | 9795 | - | - | 0.0% |
| e) Adjusted Beginning Balance | | 2,549,616 | 1,792,616 | -29.7% |
| 2 Ending Balance, June 30 | | 1,792,616 | 927,338 | -48.3% |
| Components | | | | |
| a) Nonspendable | | | | |
| Revolving Cash | 9711 | - | - | 0.0% |
| Stores | 9712 | - | - | 0.0% |
| Prepaid Expenditures | 9713 | - | - | 0.0% |
| All Others | 9719 | - | - | 0.0% |
| b) Restricted | 9740 | 1,792,616 | 927,338 | -48.3% |
| c) Committed | | | | |
| Stabilization Arrangements | 9750 | - | - | 0.0% |
| Other Commitments | 9760 | - | - | 0.0% |
| d) Assigned | | | | |
| Other Assignments | 9780 | - | - | 0.0% |
| *District specific #1* | 9780 | - | - | 0.0% |
| *District specific #2* | 9780 | - | - | 0.0% |
| e) Unassigned/unappropriated | | | | |
| Reserve for Economic Uncertainty | 9789 | - | - | 0.0% |
| *Unassigned/Unappropriated* | 9790 | - | - | 0.0% |

9.2.16

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| G ASSETS | | | | |
| 1 Cash | | | | |
| a) in County Treasury | 9110 | 1,926,047 | | |
| 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| b) in Banks | 9120 | - | | |
| c) in Revolving Fund | 9130 | - | | |
| d) with Fiscal Agent | 9135 | - | | |
| e) collections awaiting deposit | 9140 | - | | |
| 2 Investments | 9150 | - | | |
| 3 Accounts Receivable | 9200 | - | | |
| 4 Due from Grantor Government | 9290 | - | | |
| 5 Due from Other Funds | 9310 | - | | |
| 6 Stores | 9320 | - | | |
| 7 Prepaid Expenditures | 9330 | - | | |
| 8 Other Current Assets | 9340 | - | | |
| 9 TOTAL ASSETS | | 1,926,047 | | |
| H LIABILITIES | | | | |
| 1 Accounts Payable | 9500 | - | | |
| 2 Due to Grantor Governments | 9590 | - | | |
| 3 Due to Other Funds | 9610 | - | | |
| 4 Current Loans | 9640 | - | | |
| 5 Deferred Revenue | 9650 | - | | |
| 6 TOTAL LIABILITIES | | - | | |
| I FUND EQUITY | | | | |
| Ending Fund Balance, June 30th | | 1,926,047 | | |

9.2.17

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

July 1 Budget (Single Adoption)
Special Reserve Fund for Capital Outlay Projects

| | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| A REVENUES | | | | |
| 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| 2 Federal Revenue | 8100-8299 | - | - | 0.0% |
| 3 Other State Revenue | 8300-8599 | 130,000 | - | -100.0% |
| 4 Other Local Revenue | 8600-8799 | 637,791 | 2,000 | -99.7% |
| 5 TOTAL REVENUES | | 767,791 | 2,000 | -99.7% |
| B EXPENDITURES | | | | |
| 1 Certificated salaries | 1000-1999 | - | - | 0.0% |
| 2 Classified salaries | 2000-2999 | - | - | 0.0% |
| 3 Employee Benefits | 3000-3999 | - | - | 0.0% |
| 4 Books & Supplies | 4000-4999 | 5,720 | - | -100.0% |
| Services & Other | | | | |
| 5 Operating Expenditures | 5000-5999 | 57,100 | - | -100.0% |
| 6 Capital Outlay | 6000-6999 | 662,195 | - | -100.0% |
| | 7100-7299 | | | |
| 7 Other Outgo | 7400-7499 | - | - | 0.0% |
| 8 Indirect Costs | 7300-7399 | - | - | 0.0% |
| 9 TOTAL EXPENDITURES | | 725,015 | - | -100.0% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | 42,776 | 2,000 | -95.3% |
| D 1 Interfund Transfers | | | | |
| a) Transfers In | 8900-8929 | - | - | 0.0% |
| b) Transfers out | 7600-7629 | - | - | 0.0% |
| 2 Other Sources/Uses | | | | 0.0% |
| a) Sources | 8930-8979 | - | - | 0.0% |
| b) Uses | 7630-7699 | - | - | 0.0% |
| 3 Contributions | 8980-8999 | - | - | 0.0% |
| TOTAL OTHER FINANCING 4 SOURCES/USES | | - | - | 0.0% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | 42,776 | 2,000 | -95.3% |
| F FUND BALANCE, RESERVES | | | | |
| 1 Beginning Fund Balance | | | | |
| a) As of July 1 - Unaudited | 9791 | 212,782 | 255,558 | 20.1% |
| b) Audit Adjustments | 9793 | - | - | 0.0% |
| c) As of July 1 - Audited | | 212,782 | 255,558 | 20.1% |
| d) Other Restatements | 9795 | - | - | 0.0% |
| e) Adjusted Beginning Balance | | 212,782 | 255,558 | 20.1% |
| 2 Ending Balance, June 30 | | 255,558 | 257,558 | 0.8% |
| Components | | | | |
| a) Nonspendable | | | | |
| Revolving Cash | 9711 | - | - | 0.0% |
| Stores | 9712 | - | - | 0.0% |
| Prepaid Expenditures | 9713 | - | - | 0.0% |
| All Others | 9719 | - | - | 0.0% |
| b) Restricted | 9740 | 255,558 | 255,558 | 0.0% |
| c) Committed | | | | |
| Stabilization Arrangements | 9750 | - | - | 0.0% |
| Other Commitments | 9760 | - | - | 0.0% |
| d) Assigned | | | | |
| Other Assignments | 9780 | - | - | 0.0% |
| *District specific #1* | 9780 | - | - | 0.0% |
| *District specific #2* | 9780 | - | - | 0.0% |
| e) Unassigned/unappropriated | | | | |
| Reserve for Economic Uncertainty | 9789 | - | - | 0.0% |
| *Unassigned/Unappropriated* | 9790 | - | 2,000 | 0.0% |

9.2.18

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| G ASSETS | | | | |
| 1 Cash | | | | |
| a) in County Treasury | 9110 | 176,843 | | |
| 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| b) in Banks | 9120 | - | | |
| c) in Revolving Fund | 9130 | - | | |
| d) with Fiscal Agent | 9135 | - | | |
| e) collections awaiting deposit | 9140 | - | | |
| 2 Investments | 9150 | - | | |
| 3 Accounts Receivable | 9200 | (75,130) | | |
| 4 Due from Grantor Government | 9290 | - | | |
| 5 Due from Other Funds | 9310 | - | | |
| 6 Stores | 9320 | - | | |
| 7 Prepaid Expenditures | 9330 | - | | |
| 8 Other Current Assets | 9340 | - | | |
| 9 TOTAL ASSETS | | 101,713 | | |
| H LIABILITIES | | | | |
| 1 Accounts Payable | 9500 | - | | |
| 2 Due to Grantor Governments | 9590 | - | | |
| 3 Due to Other Funds | 9610 | - | | |
| 4 Current Loans | 9640 | - | | |
| 5 Deferred Revenue | 9650 | - | | |
| 6 TOTAL LIABILITIES | | - | | |
| I FUND EQUITY | | | | |
| Ending Fund Balance, June 30th | | 101,713 | | |

9.2.19

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

July 1 Budget (Single Adoption)
Capital Project Fund for Blended Component Units

| | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| A REVENUES | | | | |
| 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| 2 Federal Revenue | 8100-8299 | - | - | 0.0% |
| 3 Other State Revenue | 8300-8599 | - | - | 0.0% |
| 4 Other Local Revenue | 8600-8799 | 5,786,471 | 5,640,000 | -2.5% |
| 5 TOTAL REVENUES | | 5,786,471 | 5,640,000 | -2.5% |
| B EXPENDITURES | | | | |
| 1 Certificated salaries | 1000-1999 | - | - | 0.0% |
| 2 Classified salaries | 2000-2999 | - | - | 0.0% |
| 3 Employee Benefits | 3000-3999 | - | - | 0.0% |
| 4 Books & Supplies | 4000-4999 | 500 | - | -100.0% |
| Services & Other | | | | |
| 5 Operating Expenditures | 5000-5999 | 42,075 | 75,575 | 79.6% |
| 6 Capital Outlay | 6000-6999 | - | - | 0.0% |
| | 7100-7299 | | | |
| 7 Other Outgo | 7400-7499 | 8,053,650 | 8,624,754 | 7.1% |
| 8 Indirect Costs | 7300-7399 | - | - | 0.0% |
| 9 TOTAL EXPENDITURES | | 8,096,225 | 8,700,329 | 7.5% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | (2,309,754) | (3,060,329) | 32.5% |
| D 1 Interfund Transfers | | | | |
| a) Transfers In | 8900-8929 | 1,042,684 | 650,000 | -37.7% |
| b) Transfers out | 7600-7629 | - | - | 0.0% |
| 2 Other Sources/Uses | | | | 0.0% |
| a) Sources | 8930-8979 | - | - | 0.0% |
| b) Uses | 7630-7699 | - | - | 0.0% |
| 3 Contributions | 8980-8999 | - | - | 0.0% |
| TOTAL OTHER FINANCING 4 SOURCES/USES | | 1,042,684 | 650,000 | -37.7% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | (1,267,070) | (2,410,329) | 90.2% |
| F FUND BALANCE, RESERVES | | | | |
| 1 Beginning Fund Balance | | | | |
| a) As of July 1 - Unaudited | 9791 | 15,154,642 | 13,887,572 | -8.4% |
| b) Audit Adjustments | 9793 | - | - | 0.0% |
| c) As of July 1 - Audited | | 15,154,642 | 13,887,572 | -8.4% |
| d) Other Restatements | 9795 | - | - | 0.0% |
| e) Adjusted Beginning Balance | | 15,154,642 | 13,887,572 | -8.4% |
| 2 Ending Balance, June 30 | | 13,887,572 | 11,477,243 | -17.4% |
| Components | | | | |
| a) Nonspendable | | | | |
| Revolving Cash | 9711 | - | - | 0.0% |
| Stores | 9712 | - | - | 0.0% |
| Prepaid Expenditures | 9713 | - | - | 0.0% |
| All Others | 9719 | - | - | 0.0% |
| b) Restricted | 9740 | 13,887,572 | 11,477,243 | -17.4% |
| c) Committed | | | | |
| Stabilization Arrangements | 9750 | - | - | 0.0% |
| Other Commitments | 9760 | - | - | 0.0% |
| d) Assigned | | | | |
| Other Assignments | 9780 | - | - | 0.0% |
| *District specific #1* | 9780 | - | - | 0.0% |
| *District specific #2* | 9780 | - | - | 0.0% |
| e) Unassigned/unappropriated | | | | |
| Reserve for Economic Uncertainty | 9789 | - | - | 0.0% |
| *Unassigned/Unappropriated* | 9790 | - | - | 0.0% |

9.2.20

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| G ASSETS | | | | |
| 1 Cash | | | | |
| a) in County Treasury | 9110 | 9,754,587 | | |
| 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| b) in Banks | 9120 | - | | |
| c) in Revolving Fund | 9130 | - | | |
| d) with Fiscal Agent | 9135 | 3,005,060 | | |
| e) collections awaiting deposit | 9140 | - | | |
| 2 Investments | 9150 | - | | |
| 3 Accounts Receivable | 9200 | - | | |
| 4 Due from Grantor Government | 9290 | - | | |
| 5 Due from Other Funds | 9310 | - | | |
| 6 Stores | 9320 | - | | |
| 7 Prepaid Expenditures | 9330 | - | | |
| 8 Other Current Assets | 9340 | - | | |
| 9 TOTAL ASSETS | | 12,759,647 | | |
| H LIABILITIES | | | | |
| 1 Accounts Payable | 9500 | - | | |
| 2 Due to Grantor Governments | 9590 | - | | |
| 3 Due to Other Funds | 9610 | - | | |
| 4 Current Loans | 9640 | - | | |
| 5 Deferred Revenue | 9650 | - | | |
| 6 TOTAL LIABILITIES | | - | | |
| I FUND EQUITY | | | | |
| Ending Fund Balance, June 30th | | 12,759,647 | | |

9.2.21

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

July 1 Budget (Single Adoption)
Bond Interest & Redemption Fund

| | | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|---|
| A | REVENUES | | | | |
| | 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| | 2 Federal Revenue | 8100-8299 | - | - | 0.0% |
| | 3 Other State Revenue | 8300-8599 | - | - | 0.0% |
| | 4 Other Local Revenue | 8600-8799 | - | - | 0.0% |
| | 5 TOTAL REVENUES | | - | - | 0.0% |
| B | EXPENDITURES | | | | |
| | 1 Certificated salaries | 1000-1999 | - | - | 0.0% |
| | 2 Classified salaries | 2000-2999 | - | - | 0.0% |
| | 3 Employee Benefits | 3000-3999 | - | - | 0.0% |
| | 4 Books & Supplies | 4000-4999 | - | - | 0.0% |
| | Services & Other | | | | |
| | 5 Operating Expenditures | 5000-5999 | - | - | 0.0% |
| | 6 Capital Outlay | 6000-6999 | - | - | 0.0% |
| | | 7100-7299 | | | |
| | 7 Other Outgo | 7400-7499 | - | - | 0.0% |
| | 8 Indirect Costs | 7300-7399 | - | - | 0.0% |
| | 9 TOTAL EXPENDITURES | | - | - | 0.0% |
| C | EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | - | - | 0.0% |
| D | 1 Interfund Transfers | | | | |
| | a) Transfers In | 8900-8929 | - | - | 0.0% |
| | b) Transfers out | 7600-7629 | - | - | 0.0% |
| | 2 Other Sources/Uses | | | | 0.0% |
| | a) Sources | 8930-8979 | - | - | 0.0% |
| | b) Uses | 7630-7699 | - | - | 0.0% |
| | 3 Contributions | 8980-8999 | - | - | 0.0% |
| | TOTAL OTHER FINANCING 4 SOURCES/USES | | - | - | 0.0% |
| E | NET INCREASE (DECREASE) IN FUND BALANCE | | - | - | 0.0% |
| F | FUND BALANCE, RESERVES | | | | |
| | 1 Beginning Fund Balance | | | | |
| | a) As of July 1 - Unaudited | 9791 | 1,289,239 | 1,289,239 | 0.0% |
| | b) Audit Adjustments | 9793 | - | - | 0.0% |
| | c) As of July 1 - Audited | | 1,289,239 | 1,289,239 | 0.0% |
| | d) Other Restatements | 9795 | - | - | 0.0% |
| | e) Adjusted Beginning Balance | | 1,289,239 | 1,289,239 | 0.0% |
| | 2 Ending Balance, June 30 | | 1,289,239 | 1,289,239 | 0.0% |
| | Components | | | | |
| | a) Nonspendable | | | | |
| | Revolving Cash | 9711 | - | - | 0.0% |
| | Stores | 9712 | - | - | 0.0% |
| | Prepaid Expenditures | 9713 | - | - | 0.0% |
| | All Others | 9719 | - | - | 0.0% |
| | b) Restricted | 9740 | 1,289,239 | 1,289,239 | 0.0% |
| | c) Committed | | | | |
| | Stabilization Arrangements | 9750 | - | - | 0.0% |
| | Other Commitments | 9760 | - | - | 0.0% |
| | d) Assigned | | | | |
| | Other Assignments | 9780 | - | - | 0.0% |
| | *District specific #1* | 9780 | - | - | 0.0% |
| | *District specific #2* | 9780 | - | - | 0.0% |
| | e) Unassigned/unappropriated | | | | |
| | Reserve for Economic Uncertainty | 9789 | - | - | 0.0% |
| | *Unassigned/Unappropriated* | 9790 | - | - | 0.0% |

9.2.22

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|---|
| G | ASSETS | | | | |
| | 1 Cash | | | | |
| | a) in County Treasury | 9110 | | | |
| | 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| | b) in Banks | 9120 | - | | |
| | c) in Revolving Fund | 9130 | - | | |
| | d) with Fiscal Agent | 9135 | 1,289,239 | | |
| | e) collections awaiting deposit | 9140 | - | | |
| | 2 Investments | 9150 | - | | |
| | 3 Accounts Receivable | 9200 | - | | |
| | 4 Due from Grantor Government | 9290 | - | | |
| | 5 Due from Other Funds | 9310 | - | | |
| | 6 Stores | 9320 | - | | |
| | 7 Prepaid Expenditures | 9330 | - | | |
| | 8 Other Current Assets | 9340 | - | | |
| | 9 TOTAL ASSETS | | 1,289,239 | | |
| H | LIABILITIES | | | | |
| | 1 Accounts Payable | 9500 | - | | |
| | 2 Due to Grantor Governments | 9590 | - | | |
| | 3 Due to Other Funds | 9610 | - | | |
| | 4 Current Loans | 9640 | - | | |
| | 5 Deferred Revenue | 9650 | - | | |
| | 6 TOTAL LIABILITIES | | - | | |
| I | FUND EQUITY | | | | |
| | Ending Fund Balance, June 30th | | 1,289,239 | | |

9.2.23

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

July 1 Budget (Single Adoption)
Retiree Benefit Fund

| | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| A REVENUES | | | | |
| 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| 2 Federal Revenue | 8100-8299 | - | - | 0.0% |
| 3 Other State Revenue | 8300-8599 | - | - | 0.0% |
| 4 Other Local Revenue | 8600-8799 | 70 | 70 | 0.0% |
| 5 TOTAL REVENUES | | 70 | 70 | 0.0% |
| B EXPENDITURES | | | | |
| 1 Certificated salaries | 1000-1999 | - | - | 0.0% |
| 2 Classified salaries | 2000-2999 | - | - | 0.0% |
| 3 Employee Benefits | 3000-3999 | - | - | 0.0% |
| 4 Books & Supplies | 4000-4999 | - | - | 0.0% |
| Services & Other | | | | |
| 5 Operating Expenditures | 5000-5999 | - | - | 0.0% |
| 6 Capital Outlay | 6000-6999 | - | - | 0.0% |
| | 7100-7299 | | | |
| 7 Other Outgo | 7400-7499 | - | - | 0.0% |
| 8 Indirect Costs | 7300-7399 | - | - | 0.0% |
| 9 TOTAL EXPENDITURES | | - | - | 0.0% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | 70 | 70 | 0.0% |
| D 1 Interfund Transfers | | | | |
| a) Transfers In | 8900-8929 | - | - | 0.0% |
| b) Transfers out | 7600-7629 | - | - | 0.0% |
| 2 Other Sources/Uses | | | | 0.0% |
| a) Sources | 8930-8979 | - | - | 0.0% |
| b) Uses | 7630-7699 | - | - | 0.0% |
| 3 Contributions | 8980-8999 | - | - | 0.0% |
| 4 TOTAL OTHER FINANCING SOURCES/USES | | - | - | 0.0% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | 70 | 70 | 0.0% |
| F FUND BALANCE, RESERVES | | | | |
| 1 Beginning Net Position | | | | |
| a) As of July 1 - Unaudited | 9791 | 6,644 | 6,714 | 1.1% |
| b) Audit Adjustments | 9793 | - | - | 0.0% |
| c) As of July 1 - Audited | | 6,644 | 6,714 | 1.1% |
| d) Other Restatements | 9795 | - | - | 0.0% |
| e) Adjusted Beginning Balance | | 6,644 | 6,714 | 1.1% |
| 2 Ending Net Position, June 30 | | 6,714 | 6,784 | 1.0% |
| Components of Ending Net Position | | | | |
| a) Net Investment in Capital Assets | 9796 | - | - | 0.0% |
| b) Restricted Net Position | 9797 | - | - | 0.0% |
| c) Unrestricted Net Position | 9790 | 6,714 | 6,784 | 1.0% |

9.2.24

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

| | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| G ASSETS | | | | |
| 1 Cash | | | | |
| a) in County Treasury | 9110 | 6,638 | | |
| 1) Fair value adjustment to Cash in County Treasury | 9111 | - | | |
| b) in Banks | 9120 | - | | |
| c) in Revolving Fund | 9130 | - | | |
| d) with Fiscal Agent | 9135 | - | | |
| e) collections awaiting deposit | 9140 | - | | |
| 2 Investments | 9150 | - | | |
| 3 Accounts Receivable | 9200 | - | | |
| 4 Due from Grantor Government | 9290 | - | | |
| 5 Due from Other Funds | 9310 | - | | |
| 6 Stores | 9320 | - | | |
| 7 Prepaid Expenditures | 9330 | - | | |
| 8 Other Current Assets | 9340 | - | | |
| 9 Fixed Assets | 9400 | - | | |
| # TOTAL ASSETS | | 6,638 | | |
| H LIABILITIES | | | | |
| 1 Accounts Payable | 9500 | - | | |
| 2 Due to Grantor Governments | 9590 | - | | |
| 3 Due to Other Funds | 9610 | - | | |
| 4 Current Loans | 9640 | - | | |
| 5 Deferred Revenue | 9650 | - | | |
| 6 Long-Term Liabilities | | - | | |
| a) Net OPEB Obligation | 9664 | - | | |
| b) Compensated Absences | 9665 | - | | |
| c) COPs Payable | 9666 | - | | |
| d) Capital Leases Payable | 9667 | - | | |
| e) Lease Revenue Bonds Payable | 9668 | - | | |
| f) Other General Long-Term Liabilities | 9669 | - | | |
| 6 TOTAL LIABILITIES | | - | | |
| I FUND EQUITY | | | | |
| Ending Fund Balance, June 30th | | 6,638 | | |

9.2.25

*DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT*
*COUNTY: PLACER COUNTY*

July 1 Budget (Single Adoption)
Foundation Private Purpose Fund

| | Object | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
|---|---|---|---|---|
| A REVENUES | | | | |
| 1 LCFF Sources | 8010-8099 | - | - | 0.0% |
| 2 Federal Revenue | 8100-8299 | - | - | 0.0% |
| 3 Other State Revenue | 8300-8599 | - | - | 0.0% |
| 4 Other Local Revenue | 8600-8799 | 2,000 | 2,000 | 0.0% |
| 5 TOTAL REVENUES | | 2,000 | 2,000 | 0.0% |
| B EXPENDITURES | | | | |
| 1 Certificated salaries | 1000-1999 | - | - | 0.0% |
| 2 Classified salaries | 2000-2999 | - | - | 0.0% |
| 3 Employee Benefits | 3000-3999 | - | - | 0.0% |
| 4 Books & Supplies | 4000-4999 | - | - | 0.0% |
| Services & Other | | | | |
| 5 Operating Expenditures | 5000-5999 | 2,000 | 2,000 | 0.0% |
| 6 Capital Outlay | 6000-6999 | - | - | 0.0% |
| | 7100-7299 | | | |
| 7 Other Outgo | 7400-7499 | - | - | 0.0% |
| 8 Indirect Costs | 7300-7399 | - | - | 0.0% |
| 9 TOTAL EXPENDITURES | | 2,000 | 2,000 | 0.0% |
| C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES | | - | - | 0.0% |
| D 1 Interfund Transfers | | | | |
| a) Transfers In | 8900-8929 | - | - | 0.0% |
| b) Transfers out | 7600-7629 | - | - | 0.0% |
| 2 Other Sources/Uses | | | | 0.0% |
| a) Sources | 8930-8979 | - | - | 0.0% |
| b) Uses | 7630-7699 | - | - | 0.0% |
| 3 Contributions | 8980-8999 | - | - | 0.0% |
| TOTAL OTHER FINANCING 4 SOURCES/USES | | - | - | 0.0% |
| E NET INCREASE (DECREASE) IN FUND BALANCE | | - | - | 0.0% |
| F FUND BALANCE, RESERVES | | | | |
| 1 Beginning Net Position | | | | |
| a) As of July 1 - Unaudited | 9791 | 161,332 | 161,332 | 0.0% |
| b) Audit Adjustments | 9793 | - | - | 0.0% |
| c) As of July 1 - Audited | | 161,332 | 161,332 | 0.0% |
| d) Other Restatements | 9795 | - | - | 0.0% |
| e) Adjusted Beginning Balance | | 161,332 | 161,332 | 0.0% |
| 2 Ending Net Position, June 30 | | 161,332 | 161,332 | 0.0% |
| Components of Ending Net Position | | | | |
| a) Net Investment in Capital Assets | 9796 | - | - | 0.0% |
| b) Restricted Net Position | 9797 | - | - | 0.0% |
| c) Unrestricted Net Position | 9790 | 161,332 | 161,332 | 0.0% |

9.2.26

| | | | 0 | 0 |
|---|---|---|---|---|
| *DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT* | | | | |
| *COUNTY: PLACER COUNTY* | | | | |
| | | | 2013-14 Estimated Actuals | 2014-15 Budget | Percent Difference |
| G ASSETS | | | | |
| 1 Cash | | | | |
| a) in County Treasury | 9110 | | 160,878 | |
| 1) Fair value adjustment to Cash in County Treasury | 9111 | | - | |
| b) in Banks | 9120 | | - | |
| c) in Revolving Fund | 9130 | | - | |
| d) with Fiscal Agent | 9135 | | - | |
| e) collections awaiting deposit | 9140 | | - | |
| 2 Investments | 9150 | | - | |
| 3 Accounts Receivable | 9200 | | - | |
| 4 Due from Grantor Government | 9290 | | - | |
| 5 Due from Other Funds | 9310 | | - | |
| 6 Stores | 9320 | | - | |
| 7 Prepaid Expenditures | 9330 | | - | |
| 8 Other Current Assets | 9340 | | - | |
| 9 Fixed Assets | | | - | |
| a) Land | 9410 | | - | |
| b) Land Improvements | 9420 | | - | |
| c) Accumulated Depreciation - Land Improvements | 9425 | | - | |
| d) Buildings | 9430 | | - | |
| e) Accumulated Depreciation - Buildings | 9435 | | - | |
| f) Equipment | 9440 | | - | |
| g) Accumulated Depreciation - Equipment | 9445 | | - | |
| h) Work in Progress | 9450 | | - | |
| # TOTAL ASSETS | | | 160,878 | |
| H LIABILITIES | | | | |
| 1 Accounts Payable | 9500 | | - | |
| 2 Due to Grantor Governments | 9590 | | - | |
| 3 Due to Other Funds | 9610 | | - | |
| 4 Current Loans | 9640 | | - | |
| 5 Deferred Revenue | 9650 | | - | |
| 6 Long-Term Liabilities | | | - | |
| a) Net OPEB Obligation | 9664 | | - | |
| b) Compensated Absences | 9665 | | - | |
| c) COPs Payable | 9666 | | - | |
| d) Capital Leases Payable | 9667 | | - | |
| e) Lease Revenue Bonds Payable | 9668 | | - | |
| f) Other General Long-Term Liabilities | 9669 | | - | |
| 6 TOTAL LIABILITIES | | | - | |
| I FUND EQUITY | | | | |
| Ending Fund Balance, June 30th | | | 160,878 | |

9.2.27

**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:**
MCT Vision Screening Contract for 2014-2015

**AGENDA ITEM AREA:**
Action

**REQUESTED BY:**
Michele Schuetz, Interim Assistant Superintendent
Terri Dorow, Director

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Educational Services

**FINANCIAL INPUT/SOURCE:**
NA

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

---

## BACKGROUND:

Dr. Melody Q. Quenzer, OD of Eye-Q Optometry will provide Modified Clinic Technique vision screening for all students in grades K, 3rd, 6th, as well as color blindness testing for 1st grade males. Dr. Quenzer will test up to 200 students per day. Her services are voluntary with no cost to the District.

## RECOMMENDATION:

Staff recommends approval of the Contract between Dr. Melody Q. Quenzer, OD., Inc. and the District.

wp/rk/factform

***Melody O. Quenzer, O.D., Inc.***
***Eye-Q Optometry***
167 Lincoln Boulevard, Suite 102
Lincoln, CA 95648-1890
(916) 434-6225
mquenzerod@gmail.com

## Vision Screening Contract 2014-2015 School Year

Dr. Melody Quenzer ("Contractor") shall provide Modified Clinical Technique Vision Screening services for students enrolled in Western Placer Unified School District during the 2014-2015 School Year, to include all students in kindergarten, 3rd grade, and 6th grade, as well as color vision testing for 1st grade males:

- Required testing for grades K, 3, and 6 will include distance and near visual acuity
- Required testing for 1st grade male students will include color vision

The specific days for testing are to be mutually agreed upon by WPUSD and Contractor. WPUSD shall designate which children are to be tested as well as the school sites where testing will occur.

Contractor will provide these services free of charge on a voluntary basis. Contractor must be notified at least ten (10) days prior to the cancellation of any screening day by WPUSD.

Audrey Kilpatrick, Asst Supt. Business
~~Terri Dorow, Director of Educational Services~~
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
(916) 645-6350

Signature

5/28/14
Date

Dr. Melody O. Quenzer (Contractor)
Eye Q Optometry
16 Lincoln Blvd, Suite 102
Lincoln, CA 95648
(916) 434-6225

Signature

5-27-2014
Date

9.3.1


5/28/2014 3:34 PM

**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:**
Adopt Updated School Facilities Master Plan Dated June 2014

**AGENDA ITEM AREA:**
Action

**REQUESTED BY:**
Heather Steer, Facilities Coordinator

**ENCLOSURES:**
No

**DEPARTMENT:**
Facilities

**FINANCIAL INPUT/SOURCE:**
Restricted Facilities Funding

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

## BACKGROUND:

The School Facilities Master Plan for the Western Placer Unified School District was adopted by the Board of Trustees in June of 2010. The past four years has seen some change to the way staff is planning for the future growth and the size of future schools sites. In addition, with various changes in our school sites, staff felt it important to be sure we had the most up to date priorities from each site as we plan for site improvements and projects.

The Facilities Needs Committee was reconvened and included representatives from each of our 11 sites. The Committee has met four times and participated in various exercises to determine the current need at each site and to prioritize those needs as well. Prioritization exercises took place not only on a site by site basis, but also Districtwide.

The updated Facilities Master Plan builds off of the report from the original Facilities Needs Committee, and has added additional site master plans to the appendixes. As always, this document is intended to be a fluid document which will be reviewed and updated regularly.

## RECOMMENDATION:

Approve and Adopt the updated School Facilities Master Plan for the Western Placer Unified School District dated June 2014.

# 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:**
Subject Matter Verification
Ed. Code 44258.3

**AGENDA ITEM AREA:**
Action

**REQUESTED BY:**
Ryan Davis
Assistant Superintendent of
Personnel Services

**ENCLOSURES:**
Yes (1)

**DEPARTMENT:**
Personnel

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

## BACKGROUND:

With the involvement of appropriate subject matter specialists, the Superintendent or designee shall develop and employ procedures for verifying the subject matter knowledge of teachers assigned to teach in departmentalized classes outside their specific credential authorization pursuant to mentor teachers, curriculum specialists, resource teachers, classroom teachers certified to teach a subject, staff to regional subject matter projects or curriculum institutes, or college faculty. (Education Code 44258.3)

The Six instructors' assignments listed below were reviewed and verified as outlined in section 44258.3 of the Education Code:

| Teacher | Subject Area |
|---|---|
| Bill Justice (FSS) | Elementary Science |
| Jeff Cash (LHS) | Health |
| Brett Lewis (LHS) | Technology Essentials |
| Ken Lowe (LHS) | Physical Education |
| Mary MacQueen (LHS) | Health |
| Debbie Toft (LHS) | Technology Essentials |

## RECOMMENDATION:

Administration recommends the Board of Trustees approve the assignment as recommended by the subject matter specialists.

## COMMITTEE ON ASSIGNMENT/CREDENTIAL MEMBERS

Will Middleton—Elementary Science

Jason Noonan—Technology/Business

Donna Tofft—LHS/ Physical Education

David Hill—LHS/ Technology/Music

Ken Lowe— LHS/ Health

9.5.1

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

**SUBJECT:**
Approval of Lease-Lease Back Agreement with BRCO Constructors, Inc. For Re-Roofing of Lincoln High and Sheridan Elementary Schools, Portable Demolition at Sheridan Elementary

**AGENDA ITEM AREA:**
Action

**REQUESTED BY:**
Heather Steer, Facilities Coordinator

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Facilities

**FINANCIAL INPUT/SOURCE:**
Restricted Facilities Funds 35 and Deferred Maintenance Funding

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

---

**BACKGROUND:**
Staff is seeking to engage in a Lease Leaseback Agreement with BRCO Constructors, Inc. for re-roofing specific areas as outlined in the Site Lease both at Lincoln High School and Sheridan Elementary School, this includes replacement of a swamp cooler unit at Sheridan. In addition, the Agreements include demolition of Room 4 portable at Sheridan Elementary.

The roofing at both schools are more complicated than typical roofing tear offs as the roof at Sheridan contains wiring between the roofing material and the insulation, plus the replacement of the swamp cooler; the roofing at Lincoln High School is covered in a grid of piping and conduit that needs to be lifted, re-blocked, and replaced.

The Guaranteed Maximum Price for all of this work is $225,938.00. This cost breakdown is included in the LLB Agreement for your review.

**RECOMMENDATION:**
Staff requests the Board approve the attached Lease-Lease Back Agreements and authorize the Superintendent or his designee to sign the agreements between BRCO Constructors, Inc. and WPUSD to perform the roofing and portable demolition.

9.6

**LEASE-LEASEBACK AGREEMENT**

**Dated as of May 27, 2014**

**Between**

**Western Placer Unified School District**

---

**and**

**BRCO Constructors, Inc.**

9.6.1

**LEASE-LEASEBACK AGREEMENT**
**ROOFING AT LINCOLN HIGH SCHOOL AND SHERIDAN ELEMENTARY, PORTABLE DEMOLITION**

---

**THIS LEASE-LEASEBACK AGREEMENT** (this "Agreement") is entered into as of May 27, 2014, by and between the Western Placer Unified School District, a school district organized and existing under the laws of the State of California (hereinafter called the "Owner"), and BRCO Constructors, Inc. a corporation and contractor licensed by the State of California, with its principal place of business at 5900 King Road, Loomis CA 95650 (hereinafter called "Contractor"). Owner and Contractor together are the "Parties" to this Agreement.

**RECITALS:**

**WHEREAS**, the Owner intends to re-roof noted buildings, on the campus of Lincoln High School and Sheridan Elementary; and demolish a portable building at Sheridan Elementary (the "School Facilities").

**WHEREAS**, in order to optimize the work that needs to be done for construction of the School Facilities, the Owner has determined that it is necessary to begin work as soon as possible so that the Project can be performed in a timely, cost-effective, and cooperative manner to meet the Owner's compressed time schedule for the planned completion and use of the School Facilities; and

**WHEREAS**, the Owner intends to undertake work, the scope of which is described generally in ***Exhibit A*** hereof at the School Facilities (the "Project"); and

**WHEREAS**, California Education Code Section 17406 permits the governing board of school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease; and

**WHEREAS**, in connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the "Site Lease"), under which it will lease the Project site described and depicted in ***Exhibit A*** of the Site Lease (the "Site") to Contractor in order for Contractor to construct the Project as described in the Scope of Work set forth in ***Exhibits A*** and ***B*** to this Agreement (the "Scope of Work"); and

**WHEREAS**, Contractor will lease the Site and the Project back to the Owner pursuant to a Sublease Agreement (the "Sublease"), under which the Owner will be required to make lease payments to Contractor for the use and occupancy of the Site, including the Project; and

**WHEREAS**, upon completion of the Project or termination of the Agreement, the Site Lease and Sublease automatically will terminate and title to the Site and Project automatically will vest with the Owner; and

**WHEREAS**, the Owner and Contractor desire to enter into this Agreement to ensure that the Project will meet the Owner 's expectations prior to the lease of the Site back to the Owner pursuant to



9.6.2

the Sublease; and

**WHEREAS**, Contractor is experienced in the design and construction of the type of School Facilities and type of work desired by the Owner and is willing to perform said construction work for the Owner, all as more fully set forth this Agreement.

**NOW, THEREFORE**, in consideration of the covenants hereinafter contained, the Owner and Contractor agree as follows:

**TERMS AND CONDITIONS:**

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**Roofing at Lincoln High and Sheridan Elementary, Portable Demolition at Sheridan Elementary**

all in strict compliance specifications provided by the Owner, and other contract documents relating thereto.

In accordance with Section 3300 of the Public Contract Code, Contractor has a Class "B" license that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that this Agreement, all of the documents listed in Article 1.1.1 of the General Conditions attached hereto (the "General Conditions"), the Site Lease, and the Sublease, together form the "Contract Documents," which form the "Contract."

**ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.** Time is of the essence in this contract, and the time of completion for this Project shall be 73 days from the date established in the Owner's Notice to Proceed, for completion of the entire Project.

Failure to complete the Project within these times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of this agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the times specified: $100.00, for each calendar day by which completion of the Project, or portion thereof, is delayed beyond the completion dates specified above.



9,6,3

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

**ARTICLE IV. GUARANTEED MAXIMUM PRICE.** Contractor's Guaranteed Maximum Price ("GMP") for performance of all work required by the Contract for the Project shall be $225,938.00, based upon the Scope of Work set forth in ***Exhibits A*** and ***B*** of this Agreement. Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the GMP in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to additional compensation, whether money or time, it must request it pursuant to the procedures in the General Conditions for change orders and claims. The GMP is also referred to in the Contract as the "Contract Sum." The Contractor's cost breakdown of the GMP is attached (see *Exhibit C*) as Contractor's schedule of values for the Project, as required by Section 9.2.1.A of the General Conditions.

Contractor shall finance the cost of construction of the Project, which costs shall not exceed the GMP, except as otherwise provided in the Contract. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of Section 6 of the Sublease (the "Sublease Payments"), which terms and conditions include the 10% retention described in Section 6 of the Sublease (the "retention"). The sum of the Sublease Payments shall not exceed the GMP established pursuant to Article IV hereof. Retention or release of the Sublease Payments shall be in accordance with the General Conditions.

The GMP shall include a line item for allowances of $10,000.00 (the "Allowance Funds") to fund extra work that may be required as a result of the following uncertain scopes of work becoming finalized after execution of this Agreement (the "Additional Scope"): dry rot at Lincoln High School. Only these specifically identified uncertain scopes shall be considered part of the Additional Scope. Contractor shall not be authorized to use these Allowance Funds for the Additional Scope without prior written approval by District. Any Allowance Funds not used for such purposes shall be credited to the District to reduce the GMP. If scope of the Additional Scope exceeds the Allowance Funds, Contractor is not precluded from seeking additional compensation pursuant to Section 4.5 and Article 7 of the General Conditions.

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**ARTICLE VI. TERM AND TERMINATION.** The term of the Contract begins on the date shown on page 1 above and automatically ends when the Contract is terminated, all in accordance with the General Conditions. All of the covenants, representations and warranties set forth in the Contract,



9,6,4

including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract will survive such completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Owner or Contractor may terminate the Contract as provided in the General Conditions. The Site Lease and the Sublease each shall automatically end upon such completion of the Project or termination of the Contract, with the parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

**ARTICLE VII. PREVAILING WAGES.** Pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than $50.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the



9.6.5

Owner forfeit $25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. INDEMNIFICATION, INSURANCE AND BONDS.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by the Contractor of this Agreement. This indemnification shall be in addition to the other indemnification provisions contained in the Contract Documents.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $1,000,000.00 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be $1,000,000.00 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds.

**ARTICLE XI. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XII. EXECUTION OF OTHER DOCUMENTS.** The Parties to this Agreement shall



9.6.6

cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIII. EXECUTION 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.

**ARTICLE XIV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XV. SEVERABILITY.** If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract and venue shall be in the appropriate Superior Court in Santa Clara County, California.

**ARTICLE XVI. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.

**ARTICLE XVII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

**ARTICLE XVIII. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE XIX. EXHIBITS INCORPORATED.** All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

**ARTICLE XX. SELECTION OF SUBCONTRACTORS; DVBE.** In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it has solicited or will solicit bids from subcontractors according to a process whereby Contractor enters into competitive bidding negotiations with the potential subcontractors. Further, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor made or shall make every reasonable effort to ensure that it receives at least three competitive quotes from subcontractors for each trade component of the Project (including each trade component that Contractor proposes to undertake with its own forces). Contractor shall inform all bidders that the Owner will not be a party to any contracts for construction services executed by the Contractor and selected bidders. However, the Owner reserves the right to oversee the bidding process, and in no case will the Contractor award any subcontracts until the Owner has concurred with the selection, scope, and price of the subcontracted services. Contractor shall submit a listing of proposed subcontractors with associated breakdown of bid values to the Owner for the Owner's review. In addition, at the Owner's request, Contractor shall provide the Owner with full documentation regarding the bids or



9.6.7

competitive quotes received by the Contractor. In no event shall such documentation be redacted or obliterated. If Contractor does not comply with this provision, the Owner may terminate this Agreement in accordance with the General Conditions. Following Owner's concurrence with the selection, scope, and price of subcontracted services, Contractor shall not make any changes in same without Owner's express written approval of the proposed changes, which approval shall be in Owner's sole discretion. Owner reserves the right to terminate this Agreement in accordance with the General Conditions if Contractor does not comply with this provision.

Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required for this Project. In accordance with Education Code section 17076.11 the Owner has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the Owner pursuant to the Leroy F. Green School Facilities Act of 1998, and expended each year by the Owner for this Project. The Owner is seeking DVBE participation under this Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids, in the manner set forth in this Article XX, for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business and DVBE Services (OSBDS) at (916) 375-4940 or (916) 322-5060 as well as the OSBDS website at www.dgs.ca.gov/osbcr. Contractor is required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBE's for this Project, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the Project.

Prior to, and as a condition precedent for the release of any retention withheld from Sublease payments made to Contractor by the Owner pursuant to Section 6 of the Sublease, the Contractor shall provide the Owner with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Project. The Contractor shall also provide the Owner with a copy of the DVBE Certification Letter issued by OSBDS for each DVBE that has participated in the Project. This documentation will be used by the Owner to evaluate its success in meeting its DVBE participation goal.

* * * * * * * * * * * * * * * * * * * * * *

**IN WITNESS WHEREOF**, the Parties have, by their duly authorized representatives, executed this Agreement, in duplicate, as of the day and year first above written.

**CONTRACTOR:**

_____

BY: _____
TITLE: President

BY: _____
TITLE: Corporate Secretary



9.6.8

CONTRACTOR'S LICENSE NO. LICENSE EXPIRATION DATE

**OWNER:**

**Western Placer Unified School District**

BY: _____
Audrey Kilpatrick, Assistant Superintendent

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



9.6.9

*EXHIBIT A* - Lease-Leaseback Agreement

SCOPE OF WORK

Western Placer Unified School District

**Roofing at Lincoln High and Sheridan Elementary Schools**
**Portable Demolition at Sheridan Elementary School**

The GMP for construction costs is based on the specifications and project review provided by the Owner.

9.6.10

*EXHIBIT B* - Lease-Leaseback Agreement

Western Placer Unified School District

**Roofing at Lincoln High and Sheridan Elementary Schools**
**Portable Demolition at Sheridan Elementary School**

The Parties hereby agree that the following are hereby incorporated into the Scope of Work for the Project:

**N/A**

9.6.11

*EXHIBIT C* - Lease-Leaseback Agreement

Western Placer Unified School District

**Roofing at Lincoln High and Sheridan Elementary Schools**
**Portable Demolition at Sheridan Elementary School**

The Parties hereby agree that the following document is Contractor's submission of its schedule of values, per General Conditions Section 9.2.1.A. Upon the Board's approval of this Agreement, the District will review this submission pursuant to Section 9.2.2 of the General Conditions.

**SEE ATTACHED**

9.6.12

**BRCO Constructors, Inc.** Job No. TBD

Lincoln High School & Sheridan Elementary School DSA No. N/A

Lincoln HS & Sheridan ES Roof Replacement Project Date: 5/23/2014

| Section | Section Description | Subcontractor | Quantity | Unit | Unit Cost | Item Total |
|---|---|---|---|---|---|---|
| **Division 1 - General Requirements** | | | | | | |
| | Portable Restroom | | 2 | ea | 250 | $500.00 |
| | Temp Fence | | 200 | lf | 2.5 | $500.00 |
| | Supervision | | 1 | month | 10000 | $10,000.00 |
| | Asbestos & Lead Paint Abatement | By Owner | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 1 Totals** | | | | | | **$11,000.00** |
| **Division 2 - Site Work** | | | | | | |
| | Sawcut AC @ portable | | 1 | LS | 350 | $350.00 |
| | Portable Demo & clean up | | 1 | ea | 8,595 | $8,595.00 |
| | Patch asphalt @ portable & new asphalt walkway | | 1 | LS | 2,500 | $2,500.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 2 Totals** | | | | | | **$11,445.00** |
| **Division 3 - Concrete** | | | | | | |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 3 Totals** | | | | | | **$0.00** |
| **Division 4 - Masonry** | | | | | | |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 4 Totals** | | | | | | **$0.00** |
| **Division 5 - Metals** | | | | | | |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 5 Totals** | | | | | | **$0.00** |



9.6.13

**BRCO Constructors, Inc.** — Job No. TBD

Lincoln High School & Sheridan Elementary School — DSA No. N/A

Lincoln HS & Sheridan ES Roof Replacement Project — Date: 5/23/2014

| Section | Section Description | Subcontractor | Quantity | Unit | Unit Cost | Item Total |
|---|---|---|---|---|---|---|
| **Division 6 - Wood & Plastics** | | | | | | |
| | Cut back (E) canopy prior to new roofing/clean up | | 1 | LS | 1,000 | $1,000.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 6 Totals** | | | | | | **$1,000.00** |
| **Division 7 - Thermal & Moisture Protection** | | | | | | |
| | Roofing @ Lincoln HS | Kodiak | 1 | LS | 97,650 | $97,650.00 |
| | Roofing @ Sheridan ES | California Single Ply | 1 | LS | 61,100 | $61,100.00 |
| | Repair RWL's per job walk | | 6 | ea | 100 | $600.00 |
| | Dry rot allowance for LHS | | 1 | LS | 10,000 | $10,000.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 7 Totals** | | | | | | **$169,350.00** |
| **Division 8 - Doors & Windows** | | | | | | |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 8 Totals** | | | | | | **$0.00** |
| **Division 9 - Finishes** | | | | | | |
| | Ceiling tiles water damaged @ LHS (material only) | | 6 | boxes | 120 | $720.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 9 Totals** | | | | | | **$720.00** |
| **Division 10 - Specialties** | | | | | | |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 10 Totals** | | | | | | **$0.00** |



9.6.14

| | | | | | | |
|---|---|---|---|---|---|---|
| **BRCO Constructors, Inc.** | | | | | Job No. | TBD |
| Lincoln High School & Sheridan Elementary School | | | | | DSA No. | N/A |
| Lincoln HS & Sheridan ES Roof Replacement Project | | | | | Date: | 5/23/2014 |
| **Section** | **Section Description** | **Subcontractor** | **Quantity** | **Unit** | **Unit Cost** | **Item Total** |
| **Division 11 - Equipment** | | | | | | |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 11 Totals** | | | | | | **$0.00** |
| **Division 12 - Furnishings** | | | | | | |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 12 Totals** | | | | | | **$0.00** |
| **Division 13 - Special Construction** | | | | | | |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 13 Totals** | | | | | | **$0.00** |
| **Division 14 - Conveying Systems** | | | | | | |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 14 Totals** | | | | | | **$0.00** |
| **Division 15 - Mechanical** | | | | | | |
| | Lift/ hoist new swamp cooler & install @ Sheridan ES roof | | 1 | LS | 2,245 | $2,245.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 15 Totals** | | | | | | **$2,245.00** |



9.6.15

| | | | | | | |
|---|---|---|---|---|---|---|
| **BRCO Constructors, Inc.** | | | | | Job No. | TBD |
| Lincoln High School & Sheridan Elementary School | | | | | DSA No. | N/A |
| Lincoln HS & Sheridan ES Roof Replacement Project | | | | | Date: | 5/23/2014 |
| **Section** | **Section Description** | **Subcontractor** | **Quantity** | **Unit** | **Unit Cost** | **Item Total** |
| **Division 16 - Electrical** | | | | | | |
| | Electrical demo at portable | MLS | 1 | LS | 1,000 | $1,000.00 |
| | Intrusion demo/ reprogram at portable | Integrated Fire Systems | 1 | LS | 800 | $800.00 |
| | LV/phone demo at portable | Tec-Com | 1 | LS | 600 | $600.00 |
| | FA demo at portable | Voltage Specialists | 1 | LS | 1,440 | $1,440.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| | | | 0 | | 0 | $0.00 |
| **Division 16 Totals** | | | | | | $3,840.00 |
| **Construction Cost Total** | | | | | | $199,600 |
| | Bonds (Actual Cost not to Exceed 2%) | | | | | $2,950 |
| 0.005 | Insurance - liability (Builders Risk by District) | | | | | $998 |
| TOTAL | | | | | | $203,548 |
| 0.11 | Overhead, Home Office Overhead, Profit | | | | | $22,390 |
| TOTAL | | | | | | $225,938 |
| 0 | Contingency | | | | | $0 |
| **Guaranteed Maximum Price (GMP)** | | | | | | **$225,938** |
| **Additional Cost:** Preconstruction Services per Preliminary Agreement (not included in GMP) | | | | | | $0 |



9.6.16

**SITE LEASE AGREEMENT**

**Dated as of May 27, 2014**

**Between**

**Western Placer Unified School District**

**and**

**BRCO Constructors, Inc.**

---

**Roofing at Lincoln High and Sheridan Elementary Schools,**
**Portable Demolition at Sheridan Elementary**

9.6.17

**SITE LEASE**

**Roofing at Lincoln High and Sheridan Elementary Schools,**
**Portable Demolition at Sheridan Elementary**

---

**This SITE LEASE AGREEMENT** ("Site Lease") is dated as of May 27, 2014, and is by and between the Western Placer Unified School District, a school district duly organized and existing under the laws of the State of California (the "Owner"), as lessor, and BRCO Constructors, Inc. a corporation organized and operating under the laws of the State of California ("Contractor"), as lessee.

**WHEREAS**, the Owner desires to provide for the financing and construction of certain public improvements, namely the Roofing at Lincoln High and Sheridan Elementary Schools and Portable Demolition at Sheridan Elementary Project (the "Project") more fully described in a Lease-Leaseback Agreement between the Owner and Contractor and located at Lincoln and Sheridan, California, (the "Site"); and

**WHEREAS**, the Owner's governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Project by leasing the Site on which the public improvements are to be constructed to Contractor, and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective the same date as this Site Lease (the "Sublease"); and

**WHEREAS**, the Owner is authorized under Section 17406 of the California Education Code to lease the Site, and its governing body has duly authorized the execution and delivery of this Site Lease; and

**WHEREAS**, Contractor is authorized to lease the Site as lessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Site Lease.

**WITNESSETH:**

In consideration of the premises and covenants and conditions hereinafter contained, the parties agree as follows:

SECTION 1. Site Lease. The Owner leases to Contractor, and Contractor leases from the Owner, on the terms and conditions set forth herein, the Site situated in the County of Placer, State of California, more specifically described or depicted in **Exhibit "A"** attached to this Site Lease, including any real property improvements now or hereafter affixed thereto. Hereinafter, reference to Contractor means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor.

SECTION 2. Term. The term of this Site Lease shall commence as of the date above and shall be coterminous with the term of the Lease-Leaseback Agreement (the "Termination Date"), unless such term is extended or earlier terminated as hereinafter provided:

(a) If the Owner exercises its option to purchase the Project, pursuant to Section 22 of the Sublease, then the term of this Site Lease shall end on the date of exercise of the option; or

(b) If prior to the Termination Date, all Sublease payments, as defined in the Sublease (the "Sublease Payments") shall be fully paid and retired or provision made for such payment and retirement, or which the parties hereto agree may be released, the term of this Site Lease as to the particular portion of the Site for which Sublease Payments have been fully paid shall end ten (10) days thereafter or ten (10) days after written notice to Contractor, whichever is earlier.

(c) In accordance with the Lease-Leaseback Agreement, the term of this Site Lease shall automatically end upon such completion of the Project or termination of the Contract, with the parties' respective interests hereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

SECTION 3. Representations, Covenants, and Warranties of the Owner. The Owner represents, covenants and warrants to Contractor that:

(a) The Owner has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

(b) There are no liens on the Site other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

(d) The Site is properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;

(e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

(f) There is no litigation of any kind currently pending or threatened regarding the Site or the Owner's use of the Site for the purposes contemplated by this Site Lease, the Sublease, and the Lease-Leaseback Agreement;

(g) To the best of the Owner's knowledge, after actual inquiry: (i) other than those addressed in the scope of the Work, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or

liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

SECTION 4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have

been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

SECTION 5. Rental. Contractor shall pay to the Owner as and for advance rental hereunder $1.00 per year per Site, on or before the date of commencement of the term of this Site Lease. The duration of the rental is expected to be from June 6, 2014 through approximately August 20, 2014 unless earlier terminated or otherwise agreed by the parties.

SECTION 6. Purpose. Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the Owner; provided, that in the Event of Default by the Owner under the Sublease, the Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination. Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title thereto shall vest in the Owner. Notwithstanding the Owner's foregoing rights in the event of termination, Contractor shall retain the right to full compensation for all services rendered prior to the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

SECTION 8. Quiet Enjoyment. The Owner covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens. The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 10. Right of Entry. The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing. Other than the Sublease, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

SECTION 12. No Waste. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default. In the event Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the Owner may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 14. Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price stated in Section 22 of the Sublease less any unearned interest as of the date the Contractor receives payment in full. The balance of the award, if any, shall be paid to the Owner. For purposes of this Section 14, the Sublease Payment(s) include all amounts withheld pursuant to Section 6, paragraph (c) of the Sublease.

SECTION 15. Taxes. The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

SECTION 16. Indemnification. The Owner covenants and agrees to indemnify and hold Contractor harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys fees) arising out of the condition of the Site, including but not limited to, all costs required to be incurred by Contractor as a result of any condition described in Section 3, paragraph (g) hereof, whether or not known to the Owner on the date of execution of this Site Lease.

SECTION 17. Partial Invalidity. If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. Notices. Any notices or filings required to be given or made under this Site Lease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Contractor:

**BRCO Constructors, Inc.**
**PO Box 367**
**Loomis CA 95650**

If to Owner:

**Audrey Kilpatrick, Assistant Superintendent**
**Western Placer Unified School District**
**600 Sixth Street, Suite 400**
**Lincoln, CA 95648**

SECTION 19. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Owner, Contractor and their respective successors in interest and permitted assigns, if any.

SECTION 20. Amendments and Modifications. This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of the Owner and Contractor.

SECTION 21. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 22. Applicable Law. This Site Lease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

SECTION 23. Headings. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 24. Time. Time is of the essence in this Site Lease and each and all of its provisions.

SECTION 25. Terms Not Defined. Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement.

SECTION 26. Exhibits Incorporated. All Exhibits attached to this Site Lease are hereby incorporated into the Site Lease by this reference as if set forth in full.

* * * * * * * * * * * * * * * * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the dates so indicated under their respective signatures.

**LESSEE**

**BRCO Constructors, Inc.**

**LESSOR**

**Western Placer Unified School District**



9.6.23

By:_____
Title: President

By:_____
Title: Corporate Secretary

Date:_____

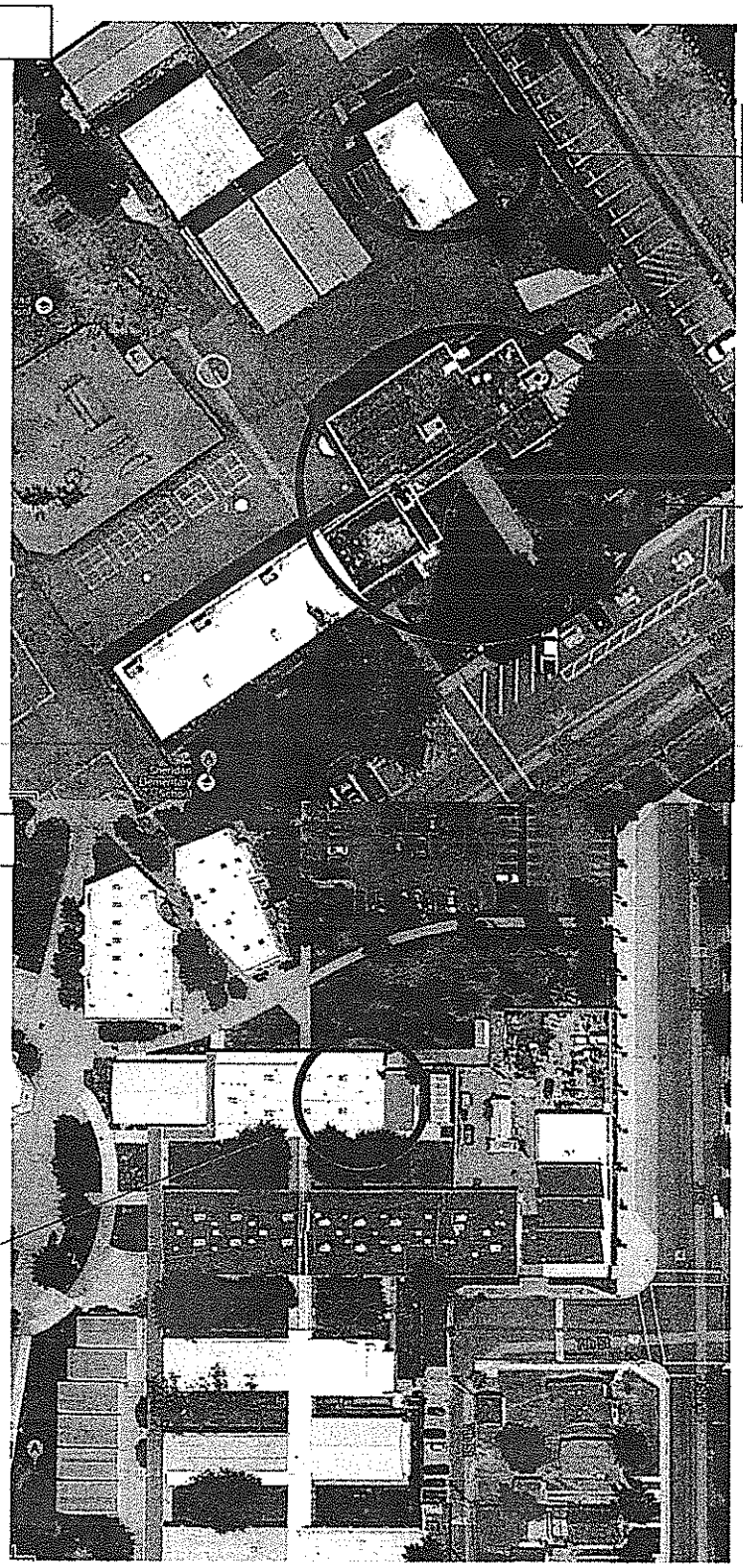
By:_____
Audrey Kilpatrick, Assistant Superintendent

Date:_____



9,624

**EXHIBIT "A"**
**DESCRIPTION OR DEPICTION OF SITE**




*Site Lease Roofing and Portable Demo 2014*

9.6.25

**SUBLEASE AGREEMENT**

**Dated as of May 27, 2014**

**Between**

**Western Placer Unified School District**

**and**

**BRCO Constructors, Inc.**

**Roofing at Lincoln High and Sheridan Elementary Schools,**
**Portable Demolition at Sheridan Elementary**

9.6.26

*Sublease*

**SUBLEASE AGREEMENT**
**ROOFING AT LINCOLN HIGH AND SHERIDAN ELEMENTARY SCHOOLS,**
**PORTABLE DEMOLITION AT SHERDIAN ELEMENTARY**

---

**This SUBLEASE AGREEMENT** ("Sublease") is dated as of May 27, 2014, and is by and between BRCO Constructors, Inc., ("Contractor"), a corporation organized and operating under the laws of the State of California (the "State"), as lessor, and the Western Placer Unified School District (the "Owner"), a public school district duly organized and existing under the Constitution and laws of the State as lessee.

**RECITALS:**

**WHEREAS**, pursuant to Section 17406 *et seq.* of the Education Code, the Owner may enter into leases and agreements relating to real property and buildings used by the Owner; and

**WHEREAS**, the Owner deems it essential for its own governmental purpose to finance the construction and installation of certain improvements described in ***Exhibit "A"*** of the Lease-Leaseback Agreement entered into between the Owner and Contractor dated May 27, 2014, for the Roofing at Lincoln High and Sheridan Elementary Schools and Portable Demolition at Sherdian Elementary Project (the "Lease-Leaseback Agreement"; and the "Project") and situated on the Site(s) described in ***Exhibit A*** of the Site Lease dated the same date between the Owner and Contractor related to the Project (the "Site Lease"). The land described in the Site Lease is herein referred to as the "Site"; and

**WHEREAS**, pursuant to Section 17406 of the Education Code, the Owner is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner pursuant to the terms of this Sublease; and

**WHEREAS**, the Owner owns the Site and pursuant to the Lease-Leaseback Agreement has prepared, adopted, and had approved plans and specifications for the completion of the Project pursuant to law as required by Section 17402 of the Education Code; and

**WHEREAS** the Owner and Contractor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in ***Exhibit A*** of this Sublease.

**WITNESSETH:**

In consideration of the mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

SECTION 1. Sublease. Contractor hereby leases and subleases to the Owner, and the Owner hereby leases and subleases from Contractor, the Site, including any real property improvements



9.6.27

now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. Hereinafter, reference to Contractor means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor.

SECTION 2. Term. The terms and conditions of this Sublease shall become effective upon the authorized execution of this Sublease by the parties. The term of the Sublease shall be coterminous with the term of the Lease-Leaseback Agreement. In accordance with the Lease-Leaseback Agreement, the term of this Sublease shall automatically end upon termination of the Contract, with the parties' respective interests hereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

SECTION 3. Representations, Warranties and Covenants of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State with authority to enter into this Sublease and to perform all of its obligations hereunder.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(c) The Project and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(d) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(e) The District shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease; and

(f) The Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

SECTION 4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State, with full corporate power and authority to lease and own real and personal property;

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments hereunder, except as permitted herein.

SECTION 5. Construction/Acquisition.

(a) The Owner has entered into the Lease-Leaseback Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project is determined by the GPC as set forth in Article IV of the Lease-Leaseback Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

SECTION 6. Sublease Payments.

(a) For services satisfactorily performed and after receipt of properly documented and submitted applications for payment, the Owner shall pay Contractor lease payments (the "Sublease Payments" and each individually a "Sublease Payment") monthly as set forth in ***Exhibit A*** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) Contractor agrees that satisfactory progress pursuant to the time schedule required

pursuant to the Contract and of the construction pursuant to the time schedule required pursuant to the Contract (the "Time Schedule") shall be conditions precedent to the making of Sublease Payments by the Owner. The determination of whether the Time Schedule has been adequately adhered to shall be made in accordance with the General Conditions of the Contract ("General Conditions"). If the Owner determines that pursuant to the Time Schedule, the work required to be performed prior to a given Sublease Payment has not been met, the Owner shall not be required to make that scheduled Sublease Payment. Once the Owner has determined that the work scheduled to be completed prior to the Sublease Payment in question has been completed, the Owner shall make the Sublease Payment corresponding to completion of such work.

(c) In accordance with the General Conditions, the Owner shall retain an amount equal to 10% of each Sublease Payment. Release of the retention and the final Sublease Payment shall be made in the manner described in the General Conditions.

(d) The obligation of the Owner to pay Sublease Payments hereunder shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

SECTION 7. Fair Rental Value. Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during this Sublease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Project and Site.

SECTION 8. Sublease Abatement. In addition to delay of Sublease Payments provided in Section 6, above, Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project. During the term of this Sublease, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to the Site. The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 21 of this Sublease. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the Owner to perform its obligations hereunder.

SECTION 11. Project Acceptance. The Owner shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Lease-Leaseback Agreement and Site Lease. The Lease-Leaseback Agreement and Site Lease are incorporated herein in their entirety by this reference.

SECTION 13. Alterations and Attachments. All permanent additions and improvements that are made to, and as part of, the Project shall belong to and become the property of Contractor until completion of the project or termination of the Contract, subject to the provisions of Sections 2, 21 and 22 hereof. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

SECTION 14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

SECTION 15. Taxes. The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 16. Indemnity. In addition to the indemnification set forth in Article X of the Lease-Leaseback Agreement, to the extent permitted by law, and with the exception of the Contractor's responsibilities as "Contractor" under the Lease-Leaseback Agreement, the Owner shall, with respect to the Project and the Site, indemnify Contractor against and hold Contractor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from any acts of omission or commission by the Owner's employees and agents or claims resulting from incidents or occurrences involving the financing of the Project and Lease-Leaseback aspects of the Project and third parties on the Site, including without limitation, the construction, possession, use or operation of the Project and further, the Owner agrees, to the extent the law allows, to indemnify Contractor against and hold Contractor harmless from and against any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the clean-up of any hazardous materials or toxic wastes from the Site or the Project; provided, however, that the Owner shall not be required to indemnify Contractor in the event that such liability or damages are caused by the negligence or intentional misconduct of Contractor.

SECTION 17. Events of Default. The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the Owner fails to make any unexcused Sublease Payment (or any other payment) within 15 days after the due date thereof; (b) the Owner or the Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other Party; (c) the discovery by a Party that any statement, representation or warranty made by the other Party in this Sublease, or in any document ever delivered by that other Party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; (d) a Party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the Party or of all or a substantial part of its assets, or a petition for relief is filed by the Party under federal bankruptcy, insolvency or similar laws.

SECTION 18. Remedies on Default. Upon the happening of any Event of Default, the non-defaulting Party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 19. Non-Waiver. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the Owner or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 20. Assignment. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq*. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations hereunder; however, Contractor may assign its right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time without the consent of the Owner. No assignment shall be effective as against the Owner unless and until the Owner is so notified in writing. The Owner shall pay all Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 21. Ownership. The Project is and shall at all times be and remain the sole and exclusive property of Contractor until completion of the Project or termination of the Contract, and the Owner shall have no right, title, or interest therein or thereto until completion of the Project or termination of the Contract, except as expressly set forth herein (including but not limited to Section 2, above).

SECTION 22. Sublease Prepayments/Purchase Option.

(a) Sublease Prepayments. At any time during the term of this Sublease, the Owner may make Sublease Prepayments to the Contractor of the Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the Owner in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the Owner to Contractor; (2) all Sublease Prepayments previously made by the Owner to the Contractor; (3) all amounts previously retained pursuant to Section 22(a)(3), below, from Sublease Prepayments previously made by the Owner to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 22(a)(3)); and (5) the retention for such Sublease Prepayment pursuant to Section 22(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 22(a)(1),

below, have been met. In the event Owner elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 22(b), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to Contractor pursuant to a request of Contractor:

(a) Satisfactory progress of the construction of the Project pursuant to the time schedule required pursuant to the General Conditions shall have been made as determined in accordance therewith.

(b) Contractor shall also submit to the Owner (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all Subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the Owner, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to all previous Sublease Prepayments made by the Owner, and (iii) any other items that Contractor may be required to collect and distribute to the Owner pursuant to the terms and provisions of the Contract. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the Owner.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the Owner in accordance with the General Conditions. If the Owner determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The Owner shall retain an amount equal to 10% of each Sublease Prepayment ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the Owner, pursuant to the provisions of Public Contract Code Section 22300. At any time after 50% of the work has been completed, if the Governing Board of the Owner finds that satisfactory progress is being made, then it may make any of the remaining Sublease Prepayments in full.

(b) If the Owner is not in default hereunder, the Owner shall be granted options to purchase not less than the entire Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the final GPC, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the Owner prior to the date on which the Owner

elects to exercise its option under this Section. The Owner may thereupon terminate this Sublease.

Following the purchase option date, Owner shall retain all rights to any claim or warranty arising under the Contract.

SECTION 23. Release of Liens.

(a) Notwithstanding Section 22 hereof, upon the Owner executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the General Conditions, Contractor or its assignee and the Owner shall release Contractor's leasehold interest in the Project.

(b) Contractor shall authorize, execute and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 24. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 25. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between Contractor and the Owner, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 26. Notices. Any notices or filings required to be given or made under this Sublease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Contractor:

**BRCO Constructors, Inc.**
**PO Box 367**
**Loomis CA 95650**

If to Owner:

**Audrey Kilpatrick, Assistant Superintendent**
**Western Placer Unified School District**
**600 Sixth Street, Suite 400**
**Lincoln, CA 95648**



9.6.35

SECTION 27. Headings. The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Sublease.

SECTION 28. Time. Time is of the essence in this Sublease and each and all of its provisions.

SECTION 29. Sublease Interpretation. This Sublease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

SECTION 30. Execution in Counterparts. This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 31. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement or General Conditions.

SECTION 32. Exhibits Incorporated. All Exhibits attached to this Sublease are hereby incorporated into the Sublease by this reference as if set forth in full.

* * * * * * * * * * * * * * * * * * * *

**IN WITNESS WHEREOF**, the parties hereto have executed this Sublease by their authorized officers as of the dates so indicated under their respective signatures.

CONTRACTOR:

**BRCO Constructors, Inc.**

BY: _____
TITLE: PRESIDENT

BY: _____
TITLE: CORPORATE SECRETARY

OWNER:

**Western Placer Unified School District**

BY: _____
Audrey Kilpatrick, Assistant Superintendent



9.6.36

*EXHIBIT A*

**SCHEDULE OF SUBLEASE PAYMENTS**

The term of this sublease shall commence as of May 27, 2014. Sublease payments shall be paid monthly and the total Sublease Payments made shall not exceed the amount of the GMP as defined in Article IV of the Lease-Leaseback Agreement. Each month Contractor shall provide Owner with an itemized summary reflecting the percentage of work performed and signed off on by the Owner's DSA Inspector or other designated employee. The Sublease Payments shall be commensurate with the amount of work performed, invoiced, all in accordance with the procedures set forth in the General Conditions.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.



9.6.37

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

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

DISTRICT GLOBAL GOALS

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

**SUBJECT:**
Approval of Agreement with D7 Roofing Services Contractor for Construction Work Related to Roofing Overlay at Carlin C Coppin Elementary (Mech Room) and Re-Roofing at First Street School (Multi and Room 1)

**AGENDA ITEM AREA:**
Action

**REQUESTED BY:**
Heather Steer, Facilities Coordinator

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Facilities

**FINANCIAL INPUT/SOURCE:**
Deferred Maintenance

**MEETING DATE:**
June 3, 2014

**ROLL CALL REQUIRED:**
No

---

**BACKGROUND:**

In an continued effort to uphold our commitment to maintaining our facilities and our roofing, Staff has identified the following projects and not only noted as immediate needs by way of two independent roof surveys, but also fiscally reasonable and able to perform within a limited scope of time; Roofing Overlay at Carlin C. Coppin Elementary School Mechanical Room and Re-Roofing at First Street School Multi and Room 1.

Staff engaged in a bid process for this work. Public Notices were published in the Sacramento Bee on April 30th and May 7th, Lincoln News Messenger on May 8th. A mandatory job walk for potential bidders was held on May 14th and was attended by 7 firms. The bid was held on May 22nd at the District Office and was open to the public. Three firms submitted bids.

The lowest responsive and responsible bidder was found to be D7 Roofing Services with a total bid of $59,607.00.

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the contract/agreement with D7 Roofing Services for roofing work at Carlin C. Coppin Elementary School and First Street School.

9.7

# AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective May 27, 2014 by and between Western Placer Unified School District, Placer County, California, hereinafter called the "Owner" and D7 Roofing Services, Inc. hereinafter called the "Contractor."

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**Roofing Overlay at Carlin C. Coppin Elementary Mechanical Room,**
**Re-Roofing at First Street School Multi and Room 1**

all in strict compliance with the specifications provided by the Owner and other contract documents relating thereto.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

**ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.** Time is of the essence in this contract, and the time of completion for this Project shall be (63) **calendar days** from the date established in the Owner's Notice to Proceed. Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: $100.00, for each calendar day by which



9.7.1

completion of the Project is delayed beyond the completion date as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

**ARTICLE IV. PAYMENT.** The Owner agrees to pay the Contractor in current funds Fifty Nine Thousand Six Hundred Seven dollars ($59,607.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.



9.7.2

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

Projects using state bond funds are subject to labor compliance monitoring and investigative activities by the Compliance Monitoring Unit ("CMU") of the Division of Labor Standards Enforcement, Department of Industrial Relations of the State of California ("DIR"), in conformance with Labor Code sections 1771.3 and 1771.7, and subchapter 4.5 (commencing with section 16450) of Title 8 of the California Code of Regulations. A pre-job conference shall be held with the Contractor and Subcontractors to discuss federal and state labor law requirements applicable to the Project. The Contractor and Subcontractors shall furnish certified payroll reports to CMU on a weekly basis, using either the format prescribed by section 16401 of Title 8 of the California Code of Regulations, or using CMU's electronic certified reporting system ("eCPR"). CMU may require the Contractor and Subcontractors to furnish certified payroll reports to CMU using eCPR. CMU shall review, and may confirm or audit payroll records to verify compliance with Chapter 1, Part 7 of Division 2 of the California Labor Code. CMU may also conduct on-site visits to each Project job site at its discretion. Contractor shall display a mandatory poster at the Project job site as described by 16451, subd. (d), of Title 8 of the California Code of Regulations. Owner shall withhold contract payments when CMU issues Owner a notice to withhold such payments upon a finding by CMU that payroll records are delinquent or inadequate. In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties may be assessed for failure to timely comply with a written request for certified payroll records. Further, upon a finding by CMU that Contractor is liable for unpaid wages or penalties, the Labor Commissioner may issue and serve a Civil Wage and Penalty Assessment.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be



9.7.3

performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.** N/A

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be $1,000,000.00 per accident for bodily injury and property damage combined single limit.



9.7.4

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION 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.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law.

**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by



9.7.S

registered or certified or overnight mail to the last business address known to the person who gives the notice.

**(CONTRACTOR)** **(OWNER)**

Audrey Kilpatrick, Assistant Superintendent

SIGNED BY (Contractor)

CONTRACTOR'S LICENSE NO.

LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



9.7.6