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
Ryan Davis, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Kerry Callahan, Assistant Superintendent of Educational Services

	STUDENT ENROLLMENT		
School	**2012/13 CEBEDS**	**6/6/2014**	**8/28/2014**
Sheridan Elementary (K-5)	84	83	80
First Street Elementary (K-5)	465	485	473
Carlin C. Coppin Elementary (K-5)	412	398	383
Creekside Oaks Elementary (K-5)	559	634	603
Twelve Bridges Elementary (K-5)	717	678	647
Foskett Ranch Elementary (K-5)	552	537	469
Lincoln Crossing Elementary (K-5)	684	688	674
Glen Edwards Middle School (6-8)	686	711	801
Twelve Bridges Middle School (6-8)	853	810	806
Lincoln High School (9-12)	1,516	1,488	1,671
Phoenix High School (10-12)	65	57	70
TOTAL	**6593**	**6,569**	**6,677**

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	59

Parent Education 161

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
September 2, 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.

5:35 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, Kerry Callahan, Assistant Superintendent of Educational Services

2.2 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

2.3 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C.48918
Student Discipline/Expulsion Pursuant to E.C. 48918
Student Expulsion # 14-15 A

2.4 INTERDISTRICT ATTENDANCE APPEAL
a. Interdistrict Request Appeal 14/15 - 61
b. Interdistrict Request Appeal 14/15 - 62
c. Interdistrict Request Appeal 14/15 - 63
d. Interdistrict Request Appeal 14/15 – 64
e. Interdistrict Request Appeal 14/15 – 65

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**–Lincoln High 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, Kerry Callahan, Assistant Superintendent of Educational Services

3.2 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

3.3 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C.48918
Student Discipline/Expulsion Pursuant to E.C. 48918
Student Expulsion # 14-15 A

3.4 INTERDISTRICT ATTENDANCE APPEAL
a. Interdistrict Request Appeal 14/15 - 61
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c. Interdistrict Request Appeal 14/15 - 63
d. Interdistrict Request Appeal 14/15 – 64
e. Interdistrict Request Appeal 14/15 – 65

4. 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.

4.1 Approval of Meeting Minutes for:
- August 5, & 19th, 2014 Regular Board of Trustee Meeting

4.2 Approval of Warrants
4.3 Classified Personnel Report
4.4 Certificated Personnel Report
4.5 Ratification of Professional Services Agreement for Library/Media Services.
4.6 2014-15 Agricultural Career Technical Education Incentive Grant
4.7 Agreement for Preventative Maintenance between Gold State Equipment Repair and WPUSD.
4.8 Statement of Engagement – Technology Review Between Quest Technology Management and WPUSD.
Roll call vote:

5. 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.

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory – Vacant
6.2 Western Placer Teacher's Association – Tara McCroskey
6.3 Western Placer Classified Employee Association – Mike Kimbrough
6.4 Superintendent - Scott Leaman

7. PUBLIC HEARING

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools. A ten-day notice of the public hear is required. Notices of Public Hearing were sent to news media and to our local schools on August 2014. Our Public Hearing will be held on September 2, 2014

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

8.1 Action **APPROVE RESOLUTION NO. 14/15.3 INSTRUCTIONAL MATERIALS – Callahan** *(14-15 G & O Component I, II, III, IV, V)*

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

Roll call vote:

8.2 Discussion/ Action **APPROVE RESOLUTION NO. 14/15.8 REGARDING AUTHORIZATION TO TEACH ASSIGNED SUBJECTS – Davis** *(14-15 G & O Component I, II, III, IV, V)*

•Pursuant to Education Code 44256(b), and in order to ensure proper credentialing and teacher consistency for one of our assignments the District administration is making a recommendation that the Board approve Resolution No 14/15.8 which will allow two certificated teachers to teach Social Science for the entire 2014-2015 school year in an middle school departmentalized setting at grades 6-8 at Glen Edwards Middle School. The teachers have consented to this assignment.

Roll call vote:

8.3 Action **ADOPTION OF NEW AND REVISED POLICIES, REGULATIONS AND EXHIBITS PERTAINING TO ENGLISH LANGUARE LEARNERS – Callahan** *(14-15 G & O Component I, II, III, IV, V)*

•Revised policies/regulations/exhibits pertaining to Education for English Language Learners are being presented for approval by the Board of Trustees.

- BP/AR 6174 Education for English Language Learners
- Exhibit (1) 6174 Education for English Language Learners
- Exhibit (2) 6174 Education for English Language Learners
- Exhibit (3) 6174 Education for English Language Learners

8.4 Action **APPROVAL OF LEASE-LEASE BACK AGREEMENT WITH BRCO CONSTRUCTORS, INC. FOR LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT – Steer** *(14-15 G & O Component I, II, III, IV, V)*

- Staff is seeking to engage in a Lease Leaseback Agreement with BRCO Constructors, Inc. for replacement of Kitchen HVAC system at Lincoln High School.

8.5 Information **FACILITIES DEPARTMENTAL UPDATE SUMMER PROJECTS 2014 – Steer** *(14-15 G & O Component I, II, III, IV, V)*

- This item is a Board of Trustees informational update on current Facilities projects and work that was completed the summer of 2014.

8.6 Information/ Discussion **2013-14 DISTRICT GOALS AND OBJECTIVES – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

- The final 2013-14 Board Goals and Objectives will be presented to the Board.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update
- Student Exchange Criteria
- Community Breakfast

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- September 16, 2014 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School

11. ADJOURNMENT

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

Posted: 082914

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DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **Lincoln High School - Library**
Date: **Tuesday, September 2, 2014**
Time: **5:30 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. **CONFERENCE WITH LABOR NEGOTIATOR**

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

1. <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
Kerry Callahan, Assistant Superintendent of Educational Services

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:
September 2, 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.
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
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:
September 2, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regards 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**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline
Expulsion Student #14-15 A

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
September 02, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Student 14-15 A

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
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:
September 2, 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 - 61
- Interdistrict Request Appeal 14/15 - 62
- Interdistrict Request Appeal 14/15 - 63
- Interdistrict Request Appeal 14/15 - 64
- Interdistrict Request Appeal 14/15 - 65

ADMINISTRATION RECOMMENDATION:

Disclose any action taken.

wp/rk/factform

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approval of Minutes:
- August 5, & 19, 2014 Regular Board of Trustee Meeting

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- August 5 & 19, 2014 Regular Board of Trustee Meeting

RECOMMENDATION:

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

wp/rk/factform

4.1

Western Placer Unified School District
Regular Meeting of the Board of Trustees
August 19, 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
Damian Armitage, Clerk
Paul Carras, Member
Paul Long, Member

Board Members Absent:
Brian Haley, Vice President

Others Present:
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Ryan Davis, Assistant Superintendent of Personnel Services
Kerry Callahan, Assistant Superintendent of Educational Services
Heather Steer, Facilities Director
Rosemary Knutson, Secretary to the Superintendent
Carol Percy, Lincoln News Messenger

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, Kerry Callahan, Assistant Superintendent of Educational Services

2.2 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

2.3 INTERDISTRICT ATTENDANCE APPEAL
a. Interdistrict Request Appeal 14/15 - 51

4.1.1

b. Interdistrict Request Appeal 14/15 - 52
c. Interdistrict Request Appeal 14/15 - 53
d. Interdistrict Request Appeal 14/15 – 54
e. Interdistrict Request Appeal 14/15 – 55
f. Interdistrict Request Appeal 14/15 – 56
g. Interdistrict Request Appeal 14/15 – 57
h. Interdistrict Request Appeal 14/15 – 58
i. Interdistrict Request Appeal 14/15 – 59
j. Interdistrict Request Appeal 14/15 – 60

7:00 P.M.

3. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE–Lincoln High 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, Kerry Callahan, Assistant Superintendent of Educational Services

No action was taken

3.2 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

No action was taken

3.3 INTERDISTRICT ATTENDANCE APPEAL

a. Interdistrict Request Appeal 14/15 – 51

Motion by Mr. Long, motion fails. Motion by Mr. Carras, seconded by Mr. Armitage to approve, appeal denied on a 2-2 (**Ayes**: *Carras, Armitage* **No:** *Long, Wyatt*) vote.

b. Interdistrict Request Appeal 14/15 - 52

Motion by Mr. Armitage, seconded by Mr. Carras, and passed on 3-1 (**Ayes**: *Armitage, Carras, Wyatt* **No:** *Long*) vote to approve transfer appeal.

c. Interdistrict Request Appeal 14/15 – 53

Motion by Mr. Armitage, seconded by Mr. Carras to approve, transfer appeal dined on a 2-2 (**Ayes**: *Armitage, Carras* **No:** *Long, Wyatt*) vote.

d. Interdistrict Request Appeal 14/15 – 54

Motion by Mr. Long, motion fails. Motion by Mr. Carras, seconded by Mr. Armitage to approve, transfer appeal is denied on a 2-2 (**Ayes**: *Armitage, Carras* **No:** *Long, Wyatt*) vote

e. Interdistrict Request Appeal 14/15 – 55

Motion by Mr. Armitage, seconded by Mr. Carras to approve, transfer appeal is denied on a 2-2 (**Ayes**: *Armitage, Carras* **No:** *Long, Wyatt*) vote.

f. Interdistrict Request Appeal 14/15 – 56

Motion by Mr. Armitage, seconded by Mr. Carras, and passed by a 3-1 (**Ayes**: *Armitage, Carras, Wyatt* **No:** *Long*) vote to approve transfer appeal.

g. Interdistrict Request Appeal 14/15 – 57

Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 4-0 (**Ayes**: *Armitage, Carras, Long, Wyatt* **No:** *None*) vote to deny the transfer appeal.

h. ~~Interdistrict Request Appeal 14/15 – 58~~

Withdrew their appeal

i. Interdistrict Request Appeal 14/15 – 59

Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 4-0 (**Ayes**: *Armitage, Carras, Long, Wyatt* **No:** *None*) vote to approve transfer appeal.

j. Interdistrict Request Appeal 14/15 – 60

Motion by Mr. Armitage, seconded by Mr. Carras, and passed by a 4-0 (**Ayes**: *Armitage, Carras, Long, Wyatt* **No:** *None*) vote to approve transfer appeal.

4. CONSENT AGENDA

4.1 Classified Personnel Report
4.2 Certificated Personnel Report
4.3 Agreement to Furnish Food Services between KidZKount: Placer Community Action Council, Inc., and WPUSD.

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

5. COMMUNICATION FROM THE PUBLIC

There was no communication from the public.

4.1.3

6. REPORTS & COMMUNICATION

6.1 Lincoln High School Student Advisory – *Vacant*

6.2 Western Placer Teacher's Association, Tara McCroskey welcomed back everyone. She shared her disappointment of missing the first board meeting, but was at UCLA, attending training on school finance. Enjoyed district day, and Thanks to our teachers. Her goal she has this year is to focus on workloads of the teachers, as resource's come in. Worked with Mr. Leaman to take CELDT Testing off the teachers, and she will continue to lessen the load of teachers. WPTA will be having a BBQ on Sept 16th at 5:00 p.m., and would like to invite all Board of Trustee members, and extended an invite district office Administration and will extend the invite to CSEA President Mike Kimbrough. An email will be sent on what to bring, WPTA will provide the meat and drinks.

6.3 Western Placer Classified Employee Association, Mike Kimbrough was not present

6.4 Superintendent, Scott Leaman reported the following

- District In-service Day was great,
- Mrs. Wyatt was present at the in-service, and helped with Service Awards
- District will not have an election this year, no one ran for the board seats.
- School Opens tomorrow, August 20th
- Will bring district goals at the next meeting
- Will bring back the LCAP with formatting changes that were made.

7. ♦ACTION ♦DISCUSSION ♦INFORMATION

7.1 Action **APPROVE RESOUTION NO. 14/15.4 AUTHORIZED SIGNATORIES FOR WPUSD - Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

•The Resolution 14/15.4, with board approval, authorizes the listed employees to act as agents for the District in matters relating to the conduct of business. Their signatures will be required on various documents, contract, purchase orders, Federal and State Grants, accounts payable, payroll, and revolving fund warrants only those named in this resolution will be authorized signatories for the Western Placer Unified School District and that listed employees are approved as authorized signatories for the Western Placer Unified School District.

Audrey Kilpatrick presented a Resolution authorizing employee signatures, due to new staff in administration. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 4-0 (**Ayes**: *Armitage, Carras, Long, Wyatt* **No:** *None*) roll call vote to approve Resolution No. 14/15.4 approving authorized signatories for WPUSD.

7.2 Information **FACILITIES DEPARTMENT UPDATE SUMMER PROJECTS 2014 - Steer** *(14-15 G & O Component I, II, III, IV, V)*

•This item is a Board of Trustees informational update on current Facilities projects and work that was completed the summer of 2014

This item will be brought back at the next meeting, due to technical difficulties.

4.1.4

7.3 Action **RESOLUTION NO. 14/15.6 TO APPROVE THE WPUSD COMMUNITY FACILITIES DISTRICT NO. 1 TAX REPORT FISCAL YEAR 2014-15, AND LEVYING AND APPORTIONING THE SPECIAL TAX AS PROVIDED THEREIN - Steer** *(14-15 G & O Component I, II, III, IV, V)*

- Staff requests the Board of Trustees take action to approve the FY 2014-15 special tax levy for developed and undeveloped parcels within the Western Placer Unified School District's Community Facilities District No. 1. There are 4,253 parcels being levied for a total of $3,355,192.92. A complete printout of parcels levied is available at the District Office and will be available at the Board of Trustees meeting.

Heather Steer presented a Resolution approving the WPUSD District No. 1 Tax Report. Motion by Mr. Carras, seconded by Mr. Long, and passed by a 4-0 (**Ayes**: *Carras, Long, Armitage, Wyatt* **No:** *None*) roll call vote to approve Resolution No. 14/15.6 the WPUSD community Facilities District No. 1 Tax Report Fiscal year 2014-15, and Levying and apportioning the special tax as provided.

7.4 Action **RESOLUTION NO. 14/15.7 TO APPROVE THE WPUSD COMMUNITY FACILITIES DISTRICT NO. 2 TAX REPORT FISCAL YEAR 2014-15, AND LEVYING AND APPORTIONING THE SPECIAL TAX AS PROVIDED THEREIN - Steer** *(14-15 G & O Component I, II, III, IV, V)*

- Staff requests the Board of Trustees take action to approve the FY 2014-15 special tax levy for developed and undeveloped parcels within the Western Placer Unified School District's Community Facilities District No. 2. There are 2,716 parcels being levied for a total of $2,145,617.32. A complete print out of parcels levied is available at the District Office and will be available at the Board of Trustees meeting.

Heather Steer presented a Resolution approving the WPUSD District No. 2 Tax Report. Motion by Mr. Long, seconded by Mr. Carras, and passed by a 4-0 (**Ayes**: *Long, Armitage, Carras, Wyatt* **No:** *None*) roll call vote to approve Resolution No. 14/15.7 the WPUSD community Facilities District No. 2 Tax Report Fiscal year 2014-15, and Levying and apportioning the special tax as provided.

7.5 Action **APPROVE AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND LOZANO SMITH ATTORNEYS AT LAW FOR BOND DISCLOSURE COUNSEL SERVICES - Steer** *(14-15 G & O Component I, II, III, IV, V)*

- In October 2012, we approved and signed an Agreement for Legal Services with Lozano Smith Attorneys at Law.

Utilizing that original agreement, Staff is presenting for approval an agreement for Bond Disclosure Counsel Services related to 2014 Measure A School Bond.

Heather Steer presented on agreement between WPUSD and Lozano Smith to include related services. Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 4-0 (**Ayes**: *Armitage, Carras, Long, Wyatt* **No:** *None*) vote to

4.1.5

approve agreement between WPUSD and Lozano Smith to include services related to the 2014 Measure A School Bond.

7.6 Information **EDUCATIONAL SERVICES UPDATE - Callahan** *(14-15 G & O Component I, II, III, IV, V)*

•Information regarding the Administrator Orientations (July 31, 2014 and August 1, 2014) will be shared. Additionally, an overview of the 2014-15 priorities for Educational Services will be provided.

Kerry Callahan gave an update on information that was shared during the Administrator Orientation, which was held on July 31st and August 1st. She also gave updates on Educational focus; PLC; refining practices, which are already in place, and Common Core. She reviewed the training teachers received during district staff day.

7.7 Discussion/ Action **CONSIDER MODIFICATION TO THE RATE FOR DAY TO DAY SUBSTITUTE TEACHING - Davis** *(14-15 G & O Component I, II, III, IV, V)*

•During the last few school years and especially in the 2013-14 school year the District struggled to find day to day substitute teachers to cover all the needs of the District. The majority of our substitute teacher pool is shared with numerous other surrounding Districts and at this time District Administration feels it is necessary to increase the day to day substitute teacher rate from $90 per day up to $115 per day. A half day assignment would increase from $54 per half day up to $69 per half day. At this time we are not modifying the long term substitute rate which will remain at $150 per day for consecutive days beyond 20 days in a particular assignment.

Ryan Davis presented a modification on substitute rate of pay per day. He feels our district needs to be more competitive with surrounding districts. Interview subs, hoping for a solid sub pool this year. Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 4-0 (**Ayes**: *Long, Armitage, Carras, Wyatt* **No:** *None*) vote to approve the modification to the rate for day to day substitute teaching.

7.8 Discussion/ Action **ADOPT DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS - Davis** *(14-15 G & O Component I, II, III, IV, V)*

•Each year the District must declare that there are an insufficient number of certificated persons who meet the District's employment criteria for the positions listed on the attached form. The declaration shall remain in force until June 30, 2015.

Ryan Davis presented the annual declaration of need. Motion by Mr. Carras, seconded by Mr. Long, and passed by a 4-0 (**Ayes**: *Armitage, Carras, Long, Wyatt* **No:** *None*) vote to approve the declaration of need for Fully Qualified Educators.

7.9 Action **ADOPTION OF NEW AND REVISED POLICIES, REGULATIONS AND EXHIBITS – Leaman** *(13-14 G & O Component I, II, III, IV, V)*

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

- BP 5116 School Attendance Boundaries
- BP 5113.1 Chronic Absence and Truancy
- AR 5125 Student Records
- BP/AR 5144 Discipline
- BP/AR 5144.1 Suspension and Expulsion/Due Process
- BP 5145.6 Parental Notifications
- AR 5148.3 Preschool/Early Childhood Education
- BP 6161.1 Selection and Evaluation of Instructional Materials
- BP 6161.11 Supplementary Instructional Materials

Motion by Mr. Armitage, seconded by Mr. Carras, and passed by a 4-0 (**Ayes:** *Armitage, Carras, Long, Wyatt* **No:** *None*) vote to approve new and revised policies as presented.

8. BOARD OF TRUSTEES

8.1 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

8.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long had a question on Measure A, after it passes, will we still need matching funds for the high school?
Mr. Armitage shared about the meeting he attending at Sierra College with Kris Wyatt and Brian Haley.
Mr. Carras had no report, just a reminder about the Trustee Dinner, which will be held November 17th.
Mr. Wyatt shared she attended District Staff Day. She also attended GEMS registration, the process went so smooth, and everything looked great. She also attended the Sierra College meeting, and learned a lot. She recommended our district needs to have a breakfast, and reach out to all locals.

9. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- September 2, 2014 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School
- September 16, 2014 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School

10. ADJOURNMENT

There being no further business the meeting was adjourned at 7:43 p.m.

4.1.7

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 54954.1

Western Placer Unified School District
Regular Meeting of the Board of Trustees
August 5, 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 Long, Member

Board Members Absent:
Paul Carras, Member

Others Present:
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Ryan Davis, Assistant Superintendent of Personnel Services
Kerry Callahan, Assistant Superintendent of Educational Services
Heather Steer, Facilities Director
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, Kerry Callahan, Assistant Superintendent of Educational Services

2.2 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

2.3 INTERDISTRICT ATTENDANCE APPEAL
a. Interdistrict Request Appeal 14/15 - 45

b. Interdistrict Request Appeal 14/15 - 46
c. Interdistrict Request Appeal 14/15 - 47
d. Interdistrict Request Appeal 14/15 – 48
e. Interdistrict Request Appeal 14/15 – 49
f. Interdistrict Request Appeal 14/15 - 50

7:00 P.M.

3. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE–Lincoln High 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, Kerry Callahan, Assistant Superintendent of Educational Services

No action was taken

3.2 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

No action was taken

3.3 INTERDISTRICT ATTENDANCE APPEAL

a. Interdistrict Request Appeal 14/15 - 45

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt,* **No:** *None*) vote to deny transfer appeal.

b. Interdistrict Request Appeal 14/15 - 46

Motion by Mr. Long, seconded by Mr. Haley, and passed by a 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt,* **No:** *None*) vote to deny transfer appeal.

c. Interdistrict Request Appeal 14/15 – 47

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

d. Interdistrict Request Appeal 14/15 – 48

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

e. Interdistrict Request Appeal 14/15 – 49

Motion by Mr. Haley, seconded by Mr. Armitage, and passed by a 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt,* **No:** *None*) vote to approve transfer appeal.

f. Interdistrict Request Appeal 14/15 – 50

Motion by Mr. Long, seconded by Mr. Armitage, motion dies with a 2-2 (**Ayes**: *Armitage, Haley, Long, Wyatt,* **No:** *None*) vote. Transfer appeal is denied.

4. CONSENT AGENDA

4.1 Approval of Meeting Minutes for:
- June 3, & 17th, 2013 Regular Board of Trustee Meeting
- July 1, 2014 Special Board of Trustee Meeting

4.2 Approval of Warrants
4.3 Classified Personnel Report
4.4 Certificated Personnel Report
4.5 Approval of Out of State Travel.
4.6 Unpaid Partial Leave of Absence Request.
4.7 Williams Uniform Quarterly complaint Report.
4.8 Annual Approval of Bank Check Signers.
4.9 Report of Disclosure Requirements for Quarterly Reports of Investments.
4.10 Ratify Contract between Capitol Public Finance Group and WPUSD, Financial Advisory and Continuing Disclosure Services, July 1, 2014-June 30, 2015
4.11 Ratify Contract between Total Education Solutions and WPUSD, July 1, 2014 – July 30, 2015.
4.12 Ratify Contract between Jabbergym and WPUSD, July 1, 2014 – June 30, 2015.
4.13 Ratify Contract between Sierra Foothills Academy and WPUSD, July 1, 2014-June 30, 2015.
4.14 Ratify Contract between Learning Solutions and WPUSD, July 1, 2014 – Jun 30, 2015.
4.15 Ratify Contract between Sierra Pediatric Therapy Clinic and WPUSD, July 1, 2014 - June 30, 2015.
4.16 Ratify Contract between Medicab of Sacramento/Sierra and WPUSD, July 1, 2014 - Jun 30, 2015.
4.17 Ratify Contract between Odyssey Learning Center and WPUSD, July 1, 2014 - June 30, 2015.
4.18 Ratify Contract between Placer Learning Center and WPUSD, July 1, 2014 - June 30, 2015.
4.19 Annual Software License Agreement with Database Depot, Inc.
4.20 Resolution No. 14/15.1 approving State Preschool Programs.
4.21 Ratify MOU between Loomis Union School District and WPUSD, July 1, 2014 - June 30, 2015.
4.22 Ratify Contract between Red Schoolhouse Software and WPUSD, July 1, 2014 – June 30, 2015.
4.23 Agreement for Internal Revenue code Section 125 Services between Flex-Plan, Inc., and WPUSD and Updated WPUSD Flexible Spending Plan.

4.1.11

4.24 Ratification of Professional Services Authorization with LPA, Inc. for architectural work on Lincoln High School Farm Project.
Roll call vote:

Mr. Armitage requested the removal of 4.1 for clarification. Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 4-0 (**Ayes**: *Haley, Long, Armitage, Wyatt,* **No:** *None*) roll call vote to approve consent agenda with the exception of item 4.1.

Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 4-0 (**Ayes**: *Long, Armitage, Haley, Wyatt,* **No:** *None*) roll call vote to approve consent agenda item 4.1 with corrections to the minutes.

5. COMMUNICATION FROM THE PUBLIC

Neal Hinson – Lincoln Crossing parent, and is a U2 pilot at Beal Air Force Base. He spoke on behalf of the overflow at Lincoln Crossing. He shared, his family had purchased a home in November of 2006, and his children attended Lincoln Crossing from 2006-2011. He then was transferred and had to move his family. He sense has moved back into his existing home and currently on the waiting list at Lincoln Crossing. He feels like he is being penalized for being in the military, with not being able to enroll his children back into Lincoln Crossing Elementary. He would like to see some consideration allowed for military families, and request the board take consideration.

Mr. Leaman recommended looking into the current policy. There was some discussion of reviewing the policy due to the waiting list. The board recommended allowing to be put at the top of the waiting list to enter Lincoln Crossing due to special circumstances. Mr. Leaman will bring back board policy to come back on August 19th for approval.

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory – Jillian Loya – **not present – call LHS**
6.2 Western Placer Teacher's Association – Tara McCroskey was not present
6.3 Western Placer Classified Employee Association – Mike Kimbrough read the following:

I wanted to take the time tonight to let the School Board and Superintendent know the feedback I am getting from our classified members about the recent raises that were given to some District employees. I was going to wait, as school is not back in yet and I will be hearing from more of our members, but many have already contacted me and expressed their feelings, so I will bring it to you now. They are not very happy to the fact that a small group of employees received raises when all of classified employees working 4 hours or more are taking home less pay than they were in 2009 and also taking home less pay this year than last year when we had furlough days. This is also true of other groups.

In 2009, the district conducted a comparison and analysis of salaries. This comparison was brought to the school board in April of 2009. Classified employees ended up receiving a 3% raise. The Superintendent received a 6.5% raise, which was said to bring him up to the median range for the District's being compared to. The director of Special Education was given an 8% raise. Now, this year, the Superintendent was given another total compensation raise of 9.7% and the salary for Director of Special Education was raised 5%. Yet, we received a pay decrease. The other 2 raises were for a new position

where someone was promoted under a new job description and for the Director of Maintenance, which still makes below the approx. $83,000 salary that was for the position in 2009.

This is going to lower moral throughout our classified members. We have given up a lot through concessions and remaining with a lower CAP on our benefits than many other District Employees. Now, once again, for this year, we are saving the District money by paying for our own portion of PERS (Which was previously negotiated in lieu of a rise) which cost every classified employee working 4 hours or more about 2% of their pay as we only had a 5% offset for our 7% that was paid. More members would have even had a bigger reduction in pay if we had not finally received a fair and equitable increase to our medical benefits and finally receive the same medical benefits as other employees once again.

Hearing about other Districts where the entire Districts are getting raises definitely does not help either. A lot of our employees are feeling let down and are not happy at all. I just hope that the bad moral and feelings do not go too deep and end up with a negative impact on our District and our students.

These are the feelings of our members that have contact me, and as I said, soon, many more will be contacting me.

6.4 Superintendent – Scott Leaman reported on the following:

- School is open
- August 15th is district staff day. Mr. Leaman invited board members, and shared he will be presenting service pins.
- District Office will go back to regular hours on Wednesday, August 6th.
- He shared the comments from Mike are taken to heart.

7. ♦ACTION ♦DISCUSSION ♦INFORMATION

7.1 Information **2014-15 DISTRICT BUDGET UPDATE – STATE BUDGET APPROVAL – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

•California Education code 42127(i)(4) requires school district to make available for public review any revenue and/or expenditure revisions made to the budget to reflect the funding made available by the Budget Act no later than 45 days following the signing of the Budget Act.

Audrey Kilpatrick reported on the State budget update:
She shared a power point and reviewed the following:

- Themes of the State Budget
- Expenditures – Where the action is
- Competing State Revenue Forecasts
- The Rest of the Budget
- Major Proposition 98 charges deferrals
- 2014-15 LCFF Funding Provisions
- Base Grant Entitlement Calculation
- Grade Span Adjustments
- CSR Grade Span Adjustment Penalty
- Supplemental and Concentration Grants
- CALSTRS Rate Increases – May Revision
- CALSTRS Rate Increases – Schedule

- CALPERS Rate Increases – Background
- SSC Financial Planning Dartboard
- State Lottery 2014-15
- Funding for Common Core
- Mandated Programs – Mandate Block Grant (MGB)
- Mandated Reimbursement Programs
- Special Education
- CAP on Local Reserves
- CAP on Local Reserves
- LCFF Revenues Present More Risk

Audrey Kilpatrick informed the board this was information on the keep the board updated.

7.2 Discussion/ Action **CONSIDER APPROVING NEW JOB DESCRIPTION FOR LICENSED VOCATIONAL NURSE (LVN) - Davis** *(14-15 G & O Component I, II, III, IV, V)*

•As part of the ongoing review of job descriptions and the needs of the school sites and the District by both the District and CSEA there exists a need to approve a new job description for the "Licensed Vocational Nurse (LVN)" position which is necessary to meet the very specific health and educational needs of our students, especially in light of new legal requirements regarding controlled medication. The District administration worked with CSEA to bring forward the enclosed job description. The new position will be placed at Range 32 on the Classified Salary Schedule.

Ryan Davis presented new job descriptions for LVNs. The positions are needed due to a new law that pertains to specific health and educational needs to our students. This will also help school office staff with handing out medication throughout the district. These Medical needs are highly needed. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 4-0 (**Ayes**: *Long, Armitage, Haley, Wyatt,* **No:** *None*) vote to approve

7.3 Discussion/ Action **CONSIDER APPROVING RESOLUTION NO. 14/15.5 AUTHORIZING THE LAYOFF AND REDUCTION OF HOURS OF CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS - Davis** *(14-15 G & O Component I, II, III, IV, V)*

•Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to layoff or reduce the hours of Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 14/15.5. This modification is necessitated by lack of work/lack of funds, and related to some of the positions, very low enrollment in a preschool program. CSEA has been notified of this pending action.

Ryan Davis presented Resolution No. 14/15.5 authorizing layoffs due to lack of funds. Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt,* **No:** *None*) roll call vote to approve Resolution No. 14/15.5 authorizing the layoff and

4.1.14

reduction of hours of classified employee positions due to lack of work/lack of funds.

7.4 Information **FACILITIES DEPARTMENTAL UPDATE NEW STATE REGULATIONS – Steer** *(14-15 G & O Component I, II, III, IV, V)*

- This item is a Board of Trustees informational update on new state regulations affecting how contractors can be selected, dollar thresholds for prevailing wage work and certified payroll requirements.

Heather Steer gave an update of new state regulations regarding prevailing wage. Contracts will now have to register with DRI (Department of Industrial Relations). This will become effective July 1st 2015. This is information only.

7.5 Action **APPROVAL OF MEMORANDUM OF UNDERSTANDING SUPPLEMENT TO JOINT USE AGREEMENT WITH CITY OF LINCOLN FOR PUBLIC ADMINISTRATIVE BUILDING – Steer** *(14-15 G & O Component I, II, III, IV, V)*

- In February 2006, the District entered into a Joint Use Agreement with the City of Lincoln for the construction and use of the Administrative Building (City Hall/School District Building). The attached supplemental Memorandum of Understanding (MOU) is related to improvements to the server room located on the 4th Floor of the Building and encompassed in the space occupied by the District.

Heather Steer reported on the MOU with the City. She shared the situation of the computer server room located on the fourth floor. The reason for the new HVAC component will be to adequately cool the computer infrastructure, along with installation and ownership in accordance with the original Joint Use Agreement. Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 4-0 (**Ayes**: *Long, Armitage, Haley, Wyatt,* **No:** *None*) vote to approve the MOU to Joint Use Agreement with the City of Lincoln.

7.6 Action **APPROVE RESOLUTION NO. 14/15.3 LOCAL RESERVE CAP – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

- On June 20, 2014), the Gov. Brown signed SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014, which will require school districts to spend their assigned and unassigned account balances down to no more than two to three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account (referred to as the Prop 98 Reserve).

Audrey Kilpatrick presented Resolution No 14/15.3 for the Reserve CAP. Motion by Mr. Haley, seconded by Mr. Armitage, and passed by a 4-0 (**Ayes**: *Haley, Long, Armitage, Wyatt,* **No:** *None*) roll call vote to approve Resolution No. 14/15.3 Local Reserve CAP.

~~**7.7 Action**~~ ~~**APPROVE RESOUTION RESOUTION NO. 14/15.3 LOCAL RESERVE CAP – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*~~

4.1.15

•The Resolution 14/15.4, with board approval, authorizes the listed employees to act as agents for the District in matters relating to the conduct of business. Their signatures will be required on various documents, contract, purchase orders, Federal and State Grants, accounts payable, payroll, and revolving fund warrants only those named in this resolution will be authorized signatories for the Western Placer Unified School District and that listed employees are approved as authorized signatories for the Western Placer Unified School District.
Roll call vote:

This item will be brought back to the next board meeting

8. BOARD OF TRUSTEES

8.1 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

8.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley shared it is good to be back
Mr. Long had no comment
Mr. Armitage shared he is looking forward to another school year
Mrs. Wyatt shared Barrett will be speaking at Rotary on August 14th regarding the new Grant.

9. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢August 19, 2014 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School

10. ADJOURNMENT

There being no further business the meeting was adjourned at 8:18 p.m.

Kris Wyatt, President

Damian Armitage, Clerk

Scott Leaman, Superintendent

4.1.16

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 54954.1

4.1.17

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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:
September 2, 2014

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the August 5, 2014 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 08/22/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85387501	08/22/2014	CITY OF LINCOLN	01-5540	2,413.76	
			01-5550	7,831.10	
			01-5570	43,771.51	54,016.37
85387502	08/22/2014	CITY OF LINCOLN / PG&E REIMB	01-5510		3,144.03
85387503	08/22/2014	Kendra L. Colflesh	01-4300		217.04
85387504	08/22/2014	Carrie A. Garbett	01-9550		3,410.05
85387505	08/22/2014	Rosemary Knutson	01-4300	41.86	
			01-5200	10.08	51.94
85387506	08/22/2014	Kevin D. Kurtz	01-5200		74.15
85387507	08/22/2014	Alex Robles-Diaz	01-9550		640.00
85387508	08/22/2014	ADVANCED INTEGRATED PEST	01-5800		1,288.00
85387509	08/22/2014	AIRGAS	01-4300		22.32
85387510	08/22/2014	ALESSANDRO ELECTRIC, INC.	21-5800		45,548.22
85387511	08/22/2014	ANIXTER INC	01-4400		7,280.00
85387512	08/22/2014	BANK OF AMERICA #4408	01-4300	742.52	
			01-5200	495.70	1,238.22
85387513	08/22/2014	BRCO CONSTRUCTION, INC.	01-5600	189,293.62	
			35-5800	23,222.78	212,516.40
85387514	08/22/2014	CDW GOVERNMENT INC	01-4300		5,795.37
85387515	08/22/2014	D7 ROOFING SERVICES INC.	01-5600		48,240.00
85387516	08/22/2014	ESS ENVIRONMENTAL	35-6200		140.00
85387517	08/22/2014	FAR WEST CONSTRUCTION INC.	01-5600		8,100.00
85387518	08/22/2014	GEARY PACIFIC SUPPLY	01-4400		3,642.80
85387519	08/22/2014	GRAINGER .	01-4300		182.11
85387520	08/22/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		91.18
85387521	08/22/2014	HERRERA ENGINEERING CONSULTANTS, INC.	01-5800		3,500.00
85387522	08/22/2014	HOLT OF CALIFORNIA	01-4365	49.14	
			01-5600	250.00	299.14
85387523	08/22/2014	JCI JOHNSON CONTROLS INC.	35-6270		233,988.00
85387524	08/22/2014	LOWE'S	01-4300		4,442.33
85387525	08/22/2014	LOZANO SMITH, LLP	01-5810		2,215.75
85387526	08/22/2014	LPA INC.	25-5800		3,435.74
85387527	08/22/2014	MACMILLAN/MC GRAW-HILL	01-4100		3,864.36
85387528	08/22/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		664.00
85387529	08/22/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		391.55
85387530	08/22/2014	MISSION UNIFORM SERVICE INC	01-5800		384.59
85387531	08/22/2014	ODYSSEY LEARNING CENTER, INC.	01-5800		4,682.84
85387532	08/22/2014	PCOE - PLACER CO OFFICE OF ED	01-5800		15,740.92
85387533	08/22/2014	PSYCHOLOGICAL ASSESS RESOURCES	01-4300	213.85	
			Unpaid Sales Tax	13.65-	200.20
85387534	08/22/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	713.57	
			01-7438	24.15	
			01-7439	418.85	1,156.57
85387535	08/22/2014	RIVERSIDE PUBLISHING COMPANY HOUGHTON MIFFLIN HARCOURT	01-4400		361.85

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Checks Dated 08/22/2014

Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85387536	08/22/2014	SCHOOL SERVICES OF CA INC		01-5300		2,580.00
85387537	08/22/2014	SCHOOL SPECIALTY INC		01-5600		9,173.50
85387538	08/22/2014	SIERRA OFFICE SUPPLIES &		01-4300		485.95
85387539	08/22/2014	SOLON FIRE CONTROL		01-5800		4,861.07
85387540	08/22/2014	TOTAL EDUCATION SOLUTIONS		01-5800		148.75
85387541	08/22/2014	WESTERN PSYCHOLOGICAL SERVICES		01-4300		1,599.33
85387542	08/22/2014	ZEP SALES & SERVICE		01-4300		291.79
85387543	08/22/2014	Jennifer A. Clark		01-4300		142.21
85387544	08/22/2014	ANIXTER INC		01-4400	4,446.20	
				Unpaid Sales Tax	310.20-	4,136.00
85387545	08/22/2014	ATHLETICS UNLIMITED		01-4300		4,342.73
85387546	08/22/2014	BANK OF AMERICA #2696		01-4300		818.93
85387547	08/22/2014	DE LAGE LANDEN		01-5600		320.35
85387548	08/22/2014	MARRIOTT PIANO SERVICE		01-5800		230.00
85387549	08/22/2014	OFFICE DEPOT		01-4300		3,070.60
85387550	08/22/2014	ORIENTAL TRADING COMPANY INC		01-4300	91.25	
				Unpaid Sales Tax	5.53-	85.72
85387551	08/22/2014	PEARSON EDUCATION		01-4300		2,433.75
85387552	08/22/2014	PJ'S MAIL & PARCEL SERVICE		01-4300		52.11
85387553	08/22/2014	POSTMASTER / GEMS		01-4300		539.00
85387554	08/22/2014	RAY MORGAN CO. / CHICO		01-4300		7,621.61
85387555	08/22/2014	REALLY GOOD STUFF		01-4300	156.87	
				Unpaid Sales Tax	9.77-	147.10
85387556	08/22/2014	SCHOOL SPECIALTY INC		01-4300		218.19
85387557	08/22/2014	STAPLES ADVANTAGE		01-4300		1,131.12
85387558	08/22/2014	TEACHER DIRECT		01-4300	60.44	
				Unpaid Sales Tax	4.22-	56.22
85387559	08/22/2014	WESTERN BLUE	AN NWN COMPANY	01-4300		5,560.63
85387560	08/22/2014	Daniel Christiansen		01-5800		250.00
			Total Number of Checks	**60**		**721,262.70**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	56	415,271.33
21	Building Fund #1	1	45,548.22
25	Capital Facilities Fund	1	3,435.74
35	Schools Facilities (Prop 1A)	3	257,350.78
	Total Number of Checks	60	721,606.07
	Less Unpaid Sales Tax Liability		343.37-
	Net (Check Amount)		**721,262.70**

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Checks Dated 08/15/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85386361	08/15/2014	PACIFIC GAS & ELECTRIC CO	01-5510		47,703.18
85386362	08/15/2014	SPURR	01-5530		2,324.42
85386363	08/15/2014	Kevin D. Kurtz	01-4300		20.90
85386364	08/15/2014	Anayat Sharifie	01-5200		120.85
85386365	08/15/2014	Tammy J. Sommer	01-5200		11.20
85386366	08/15/2014	A-Z BUS SALES INC	01-4365		80.60
85386367	08/15/2014	ADVANCED TOOLWARE dba TOOLS4EVER	01-5800		2,663.00
85386368	08/15/2014	ANIXTER INC	01-4400	2,242.45	
			Unpaid Sales Tax	156.45-	2,086.00
85386369	08/15/2014	AWARDS BY KAY	01-4300		443.28
85386370	08/15/2014	B&H PHOTO VIDEO	01-4400	1,809.55	
			Unpaid Sales Tax	126.24-	1,683.31
85386371	08/15/2014	BLISS POWER LAWN EQUIPMENT CO.	01-4365		4.60
85386372	08/15/2014	C.A.S.H. COALITION FOR	01-5300	461.00	
			21-5200	242.00	703.00
85386373	08/15/2014	CA ASSOCIATION FOR THE GIFTED	01-5200		550.00
85386374	08/15/2014	CAPITOL CLUTCH AND BRAKE INC	01-4365		206.40
85386375	08/15/2014	CASBO - CALIF ASSOC OF SCHOOL BUSINESS OFFICIALS	01-5300		700.00
85386376	08/15/2014	CDW GOVERNMENT INC	01-4300	133.96	
			01-5800	164.34	298.30
85386377	08/15/2014	CITY OF LINCOLN/NON UTILITY	01-5500		12,691.04
85386378	08/15/2014	DELL	01-4400		12,021.90
85386379	08/15/2014	DELTA EDUCATION INC	01-4100		656.20
85386380	08/15/2014	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,592.38
85386381	08/15/2014	DISCOVERY OFFICE SYSTEMS	01-5600		25.66
85386382	08/15/2014	DOCUMENT TRACKING SERVICES. LLC	01-5800		3,540.00
85386383	08/15/2014	ECONOMIC & PLANNING SYS. INC.	49-5800		3,300.00
85386384	08/15/2014	FAR WEST RENTS & READY MIX	01-5600		788.13
85386385	08/15/2014	Flex-Plan Services, Inc.	01-5800		110.00
85386386	08/15/2014	FOLLETT EDUCATIONAL SERVICES	01-4100		865.86
85386387	08/15/2014	FOLLETT SOFTWARE COMPANY	01-5800		7,674.08
85386388	08/15/2014	GCR TIRES & SERVICE	01-4360		613.80
85386389	08/15/2014	GRAINGER .	01-4300		276.04
85386390	08/15/2014	GUDGEL YANCEY ROOFING INC	01-6270		5,718.51
85386391	08/15/2014	HANDWRITING WITHOUT TEARS	01-4100		8,680.63
85386392	08/15/2014	HOLT OF CALIFORNIA	01-4365		420.00
85386393	08/15/2014	HOUGHTON MIFFLIN COMPANY	01-4100		770.03
85386394	08/15/2014	J C PAPER	01-4300		7,315.38
85386395	08/15/2014	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		874.00
85386396	08/15/2014	KRONICK MOSKOVITZ TIEDEMANN	01-5810		4,022.02
85386397	08/15/2014	LOOMIS UNION SCHOOL DISTRICT	01-4300		2,088.00
85386398	08/15/2014	LPA INC.	01-6210	1,575.00	
			21-5800	3,637.81	5,212.81
85386399	08/15/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		124.55

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Checks Dated 08/15/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85386400	08/15/2014	PCOE - PLACER CO OFFICE OF ED	01-9500		500.00
85386401	08/15/2014	PEARSON - PSYCHOLOGICAL CORP.	01-4300		876.26
85386402	08/15/2014	PEARSON EDUCATION	01-4100		99,003.52
85386403	08/15/2014	PLACER COUNTY SCHOOL BOARDS	01-5300		50.00
85386404	08/15/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		189.48
85386405	08/15/2014	RED SCHOOLHOUSE SOFTWARE	01-5800		31,050.00
85386406	08/15/2014	RELIANCE COMMUNICATIONS,LLC	01-5800		12,153.60
85386407	08/15/2014	RIEBES AUTO PARTS	01-4365		198.10
85386408	08/15/2014	RYLAND SCHOOL BUSINESS CONSULTING	01-5800		1,072.50
85386409	08/15/2014	SAN JOAQUIN CO OFFICE OF EDUC	01-5800		787.50
85386410	08/15/2014	SCHOOL FACILITY CONSULTANTS	25-5800		7,000.00
85386411	08/15/2014	SIERRA OFFICE SUPPLIES &	01-4300	99.11	
			25-4300	227.90	327.01
85386412	08/15/2014	SIERRA SAFETY COMPANY INC	01-4300		19.35
85386413	08/15/2014	THOMSON WEST	01-4300		62.35
85386414	08/15/2014	US BANK CORP TRUST SERVICE	49-5800		1,760.00
85386415	08/15/2014	WESTERN BLUE AN NWN COMPANY	01-4300		193.50
85386416	08/15/2014	"DANIELSEN COMPANY, THE"	13-4380	82.97	
			13-4710	1,764.11	
			Unpaid Sales Tax	4.05-	1,843.03
85386417	08/15/2014	BERNARD FOOD INDUSTRIES	13-4710		548.52
85386418	08/15/2014	DELL	01-4400		707.20
85386419	08/15/2014	ED JONES FOOD SERVICE	13-4710		2,991.93
85386420	08/15/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		2,326.78
85386421	08/15/2014	PROPACIFIC FRESH	13-4710		181.30
85386422	08/15/2014	HOLLY WILLIAMS	13-4710		63.00
85386423	08/15/2014	JESSICA TANIHANA	13-4710		7.45
85386424	08/15/2014	LORRAINE HERRERA	13-4710		12.55
85386425	08/15/2014	Jamie-Marie F. Cruice	01-4300		457.76
85386426	08/15/2014	Kristin N. Noriega	01-4300		85.57
85386427	08/15/2014	ACCREDITING COMMISSION	01-4300		820.00
85386428	08/15/2014	ATHLETICS UNLIMITED	01-4300		8,545.18
85386429	08/15/2014	BURKETT'S OFFICE	01-4300		5,469.60
85386430	08/15/2014	CALLIE BILLINGS	01-4300		510.60
85386431	08/15/2014	CANYON CREEK SOFTWARE	01-4300		254.00
85386432	08/15/2014	DEMCO MEDIA	01-4300		116.27
85386433	08/15/2014	LAKESHORE LEARNING MATERIALS	01-4300		270.62
85386434	08/15/2014	LEARNING PLUS ASSOCIATES	01-4100		3,504.90
85386435	08/15/2014	MJB WELDING SUPPLY, INC.	01-4300		18.00
85386436	08/15/2014	NICKY'S COMMUNICATOR	01-4300	494.50	
			Unpaid Sales Tax	34.50-	460.00
85386437	08/15/2014	ORIENTAL TRADING COMPANY INC	01-4300	351.44	
			Unpaid Sales Tax	24.52-	326.92
85386438	08/15/2014	RENAISSANCE LEARNING INC.	01-5800		1,409.00
85386439	08/15/2014	RISO PRODUCTS OF SAC INC	01-5800		1,094.00

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Checks Dated 08/15/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85386440	08/15/2014	SIERRA HAY & FEED	01-4300		138.36
85386441	08/15/2014	TOY DEPOT	01-4300		395.44
85386442	08/15/2014	U.S. BANK NATIONAL ASSOCIATIONU.S. BANCORP PURCHASING CARD	13-4400	631.30	
			21-5200	205.00	836.30
85386443	08/15/2014	US BANK BUSINESS EQUIPMENT	01-5600		492.00
85386444	08/15/2014	Pacific Lutheran University	01-5800		250.00
		Total Number of Checks	**84**		**328,359.51**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	72	303,722.65
13	Cafeteria Fund	9	8,609.91
21	Building Fund #1	3	4,084.81
25	Capital Facilities Fund	2	7,227.90
49	Mello Roos Capital Projects	2	5,060.00
	Total Number of Checks	**84**	328,705.27
	Less Unpaid Sales Tax Liability		345.76-
	Net (Check Amount)		**328,359.51**

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.

4.2.5

Checks Dated 08/08/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85385604	08/08/2014	JIVE COMMUNICATIONS, INC.	01-5560		148.63
85385605	08/08/2014	PACIFIC GAS & ELECTRIC CO	01-5510		1,649.00
85385606	08/08/2014	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85385607	08/08/2014	WAVE DIVISION HOLDINGS	01-5560		9,050.00
85385608	08/08/2014	Cindy J. Hood	01-4300		9.68
85385609	08/08/2014	Rhianon R. Zinzun	01-4300	1.96	
			01-5800	300.00	301.96
85385610	08/08/2014	ACCREDITING COMMISSION	01-5800		820.00
85385611	08/08/2014	CHEVRON	01-5200		188.78
85385612	08/08/2014	DISCOVERY OFFICE SYSTEMS	01-4300	347.49	
			01-5600	27.67	375.16
85385613	08/08/2014	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		745.00
85385614	08/08/2014	GREENFIELD LEARNING INC	01-4300		18,000.00
85385615	08/08/2014	PACIFIC ENVIRONMENTAL	01-5800		500.00
85385616	08/08/2014	PCOE - PLACER CO OFFICE OF ED	01-4300		105.00
85385617	08/08/2014	POSITIVE PROMOTIONS	01-4300	212.81	
			Unpaid Sales Tax	13.39-	199.42
85385618	08/08/2014	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85385619	08/08/2014	RENAISSANCE LEARNING INC.	01-5800		7,359.00
85385620	08/08/2014	S & S WORLDWIDE	01-4300		77.16
85385621	08/08/2014	SCHOOL SPECIALTY - PRMR AGNDA	01-4300		1,083.60
85385622	08/08/2014	SCHOOL SPECIALTY INC	01-4300		1,322.67
85385623	08/08/2014	SIG SCHOOLS INSURANCE GROUP	01-3402		1,905.04
85385624	08/08/2014	Placer County Environmental Health	01-4300		552.00
		Total Number of Checks	**21**		**44,861.23**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	21	44,874.62
	Total Number of Checks	**21**	44,874.62
	Less Unpaid Sales Tax Liability		13.39-
	Net (Check Amount)		**44,861.23**

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Checks Dated 08/01/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85384742	08/01/2014	Michele L. Bobrowsky	01-4300	5.00	
			01-5200	1.12	6.12
85384743	08/01/2014	D & P CREAMERY	13-4710		111.24
85384744	08/01/2014	PACIFIC GAS & ELECTRIC CO	01-5510		9,464.11
85384745	08/01/2014	WAVE DIVISION HOLDINGS	01-5560		75.77
85384746	08/01/2014	CITY OF LINCOLN / PG&E REIMB	01-5510		2,660.14
85384747	08/01/2014	Misty M. Lacey Alarcon	01-4300		111.93
85384748	08/01/2014	B&H PHOTO VIDEO	01-4400	1,374.93	
			Unpaid Sales Tax	95.93-	1,279.00
85384749	08/01/2014	BANK OF AMERICA #2696	01-4300	1,531.04	
			01-5800	794.85	2,325.89
85384750	08/01/2014	CALTRONICS BUSINESS SYSTEMS	01-5600	168.75	
			01-9500	83.66	252.41
85384751	08/01/2014	CANYON CREEK SOFTWARE	01-5800		493.00
85384752	08/01/2014	PITNEY BOWES CREDIT CORP ACCOUNT #16271873867	01-9500		84.75
85384753	08/01/2014	STAPLES ADVANTAGE	01-4300		1,477.03
85384754	08/01/2014	THE COLLEGE BOARD	01-9500		14,445.72
85384755	08/01/2014	James M. Houck	01-5200		52.08
85384756	08/01/2014	Audrey K. Kilpatrick	01-5200		9.00
85384757	08/01/2014	Scott M. Leaman	01-5200		9.00
85384758	08/01/2014	Amanda J. Wyatt Retallack	01-4300		160.08
85384759	08/01/2014	ACI SPECIALTY BENEFITS ACI ENTERPRISES INC	01-3901		2,475.00
85384760	08/01/2014	APPLE INC.	01-4400		646.88
85384761	08/01/2014	APPROVED SAFE & LOCK	01-5600		76.50
85384762	08/01/2014	BANK OF AMERICA #0187	01-4300	131.77	
			01-5200	1,440.00	1,571.77
85384763	08/01/2014	BANK OF NEW YORK MELLON CORPORATE TRUST DEPT.	49-5800		3,995.50
85384764	08/01/2014	CAPITOL PLYWOOD INC.	01-9500		3,248.92
85384765	08/01/2014	CENTERING ON CHILDREN INC	01-4300	373.50	
			Unpaid Sales Tax	22.50-	351.00
85384766	08/01/2014	CODESP	01-5800		1,850.00
85384767	08/01/2014	DANIEL W. GRIFFEN DBA DANG ELECTRIC	01-9500		490.00
85384768	08/01/2014	DISCOUNT SCHOOL SUPPLY	01-4300		286.61
85384769	08/01/2014	DTSC DEPARTMENT OF TOXIC	01-5800		500.00
85384770	08/01/2014	FAR WEST RENTS & READY MIX	01-5600		183.75
85384771	08/01/2014	FRONTLINE PLACEMENT TECHNOLOGIES, INC.	01-5800		7,642.40
85384772	08/01/2014	GCR TIRES & SERVICE	01-4360		2,652.99
85384773	08/01/2014	HCI AUDIOMETRICS	01-5800		225.00
85384774	08/01/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		259.87
85384775	08/01/2014	HOLT OF CALIFORNIA	01-4365		246.29
85384776	08/01/2014	HORIZON	01-9500		503.09
85384777	08/01/2014	JAY T WILLIAMS	01-5800		927.08

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ESCAPE ONLINE

Checks Dated 08/01/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85384778	08/01/2014	K S TELECOM INC	01-5800		6,416.00
85384779	08/01/2014	KIMBERLY SHOOK	01-5800		80.64
85384780	08/01/2014	LAKESHORE LEARNING MATERIALS	01-4300		541.21
85384781	08/01/2014	LAMINATION DEPOT	01-4300		101.24
85384782	08/01/2014	LEARNING SOLUTIONS INC	01-5800		399.00
85384783	08/01/2014	LINGUI SYSTEMS INC	01-4300	646.82	
			Unpaid Sales Tax	45.12-	601.70
85384784	08/01/2014	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		336.00
85384785	08/01/2014	N2Y	01-4300		1,565.00
85384786	08/01/2014	NORMAC	01-9500		155.81
85384787	08/01/2014	PLACER COUNTY AIR POLLUTION	01-5800		2,866.02
85384788	08/01/2014	PLURAL PUBLISHING INC	01-4300		310.53
85384789	08/01/2014	RAINFORTH GRAU ARCHITECTS	21-5800		617.50
85384790	08/01/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		20.25
85384791	08/01/2014	RSD - REFRIGERATION SUPPLIES	01-4300		408.45
85384792	08/01/2014	SAC VAL JANITORIAL SALES	01-4300		5,803.66
85384793	08/01/2014	SIG EMPLOYEE BENEFITS TRUST	76-9554		601,036.10
85384794	08/01/2014	STINEMAN'S FARM SUPPLY INC	01-4400		1,673.82
85384795	08/01/2014	SUPER DUPER SCHOOL COMPANY	01-4300	901.82	
			Unpaid Sales Tax	62.91-	838.91
85384796	08/01/2014	TARGET BANK	01-4300		68.93
85384797	08/01/2014	TOTAL EDUCATION SOLUTIONS	01-5800		255.00
85384798	08/01/2014	WEST SLOPE WATER WORKS INC	01-5600		1,812.50
		Total Number of Checks	**57**		**687,058.19**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	53	81,524.31
13	Cafeteria Fund	1	111.24
21	Building Fund #1	1	617.50
49	Mello Roos Capital Projects	1	3,995.50
76	Payroll Fund	1	601,036.10
	Total Number of Checks	57	687,284.65
	Less Unpaid Sales Tax Liability		226.46-
	Net (Check Amount)		**687,058.19**

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
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:
September 2, 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

September 2, 2014

CLASSIFIED/MANAGEMENT

New Hires

1. Name: Amanda Burch — Effective: 8/19/14
   Position: Licensed Vocational Nurse — Site: Itinerant
   Salary: CSEA, Range 32, Step A
   Hours: 6 Hours/Day
   Days: 11 Months/Year

2. Name: Kristine Fischer — Effective: 8/27/14
   Position: Paraprofessional Aide — Site: Glen Edwards Middle
   Salary: CSEA, Range 17, Step A
   Hours: 5.66 Hours/Day
   Days: 10 Months/Year

3. Name: Kimberly Martinez — Effective: 8/20/14
   Position: Paraprofessional Aide — Site: Twelve Bridges Middle
   Salary: CSEA, Range 17, Step A — Replacement
   Hours: 5.66 Hours/Day
   Days: 10 Months/Year

ADDITIONAL POSITION

1. Name: Lori Deschamps — Effective: 8/15/14
   Position: Grant Funded Instructional Aide — Site: First Street School
   Salary: Range 1, Step A — Replacement
   Hours: 3.5 Hours/Day
   Days: 10 Months/Year

2. Name: Jessica Olsen — Effective: 8/15/14
   Position: Grant Funded Instructional Aide — Site: Glen Edwards Middle
   Salary: Range 1, Step A
   Hours: 1.75 Hours/Day
   Days: 10 Months/Year

TRANSFER

1. Name: Ashlie Snider — Effective: 8/15/14
   Position: Program Facilitator — Site: First Street School
   Salary: Range 3, Step A — Replacement
   Hours: 64Hours/Day
   Days: 10 Months/Year

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
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:
September 2, 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

September 2, 2014

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. **Name:** Travis Hunt
   Position: History/Physical Education Teacher
   FTE: 1.0
   Effective Date: August 14, 2014
   Site: Glen Edwards Middle School

2. **Name:** Patricia Lee
   Position: High School Counselor
   FTE: 1.0
   Effective Date: August 1, 2014
   Site: Lincoln High School

RESIGNATIONS:

1. **Name:** Lydia Ranger
   Position: Temporary English Reading Intervention Teacher
   FTE: .2
   Effective Date: August 18, 2014
   Site: Phoenix High School

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Ratification of Agreement for Professional Services

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes/ Agreement

DEPARTMENT:
Personnel/ Educational Services

FINANCIAL INPUT/SOURCE:
General

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will consider taking action to ratify the Professional Services Agreement with Nancy Rowell, for Library/Media Services.

RECOMMENDATION:

Administration recommends the Board of Trustees take action to ratify the Professional Services Agreement with Nancy Rowell.

Western Placer Unified School District
Agreement For Short-Term Employee

This agreement made and entered on the 19th day of August, 2014, by and between the Western Placer Unified School District, hereinafter referred to as "DISTRICT", and Nancy Rowell (certificated employee), hereinafter referred to as "EMPLOYEE".

WITNESSETH

WHEREAS, the DISTRICT has the need for a Library/Media Consultant.

WHEREAS, the EMPLOYEE is qualified to perform services.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

1. SCOPE OF WORK
   DISTRICT hereby hires EMPLOYEE as a Library/Media Consultant. Such Services shall include, but are not limited to:
   - Evaluate and manage library collections;
   - Provide staff development in implementation of effective library practices;
   - Assist sites in assessing library practices, program, and resources and developing plans for improvement where needed.

2. TERM
   EMPLOYEE shall provide the above services on a regular basis when school is in session or as needed from July 1, 2014 to June 30, 2015.

3. COMPENSATION
   DISTRICT shall pay EMPLOYEE a rate of $85.00 per hour. Total hours not to exceed 175 hours with a total payment not to exceed $15,000.00, including cost of mileage. Mileage between Employee's house and District Office will be paid at approved rate per mile. EMPLOYEE shall submit monthly time sheets by the 26th of the month and payment will be made by the 10th of the following month. It is understood that the customary regular deductions will be made from the payments including income tax and Medicare. Time spent traveling between Employee's house and District does not count towards the hours (up to 175 hours) for which Employee shall receive payment as described above.

4. FUNDING
   It is understood and agreed to by and between all parties hereto that funding for this Short-term EMPLOYEE is provided through 01-00000-1900-00-11102421-00000.

5. RECORDS
   EMPLOYEE shall maintain a daily calendar-making notation on timesheet as to services performed.

6. NON-ASSIGNABILITY
This agreement and the rights and duties hereunder shall not be assigned in whole Or in part without the written consent of the DISTRICT.

7. CANCELLATION
This agreement may be canceled by DISTRICT or EMPLOYEE at any time after giving written notice. Such notice shall be personally served or given by United States mail. In the event of cancellation, EMPLOYEE shall be paid for all services performed up to the date of cancellation.

IN WITNESS THEREOF, this agreement has been executed on the day, month, and year first above written.

WESTERN PLACER UNIFIED SCHOOL DISTRICT DATE: 8/19/14

DATE: 8/19/14

Nancy Rowell, "SHORT-TERM EMPLOYEE"

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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SUBJECT:
2014-15 Agricultural Career Technical Education Incentive Grant

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Grant Revenues

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

Each year the District applies for, and receives, an Agricultural Career Technical Education Incentive Grant from the State of California. Funds from the grant are used for supplies, travel, conference fees and vehicle payments at the Lincoln High School Farm.

RECOMMENDATION:

Administration recommends the Board approve the 2014-15 Agricultural Career Technical Education Incentive Grant.

California Department of Education

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT

2014–15 APPLICATION FOR FUNDING

(Due Date: To be received in Regional Supervisor's Office by August 31, 2014)

DATES OF PROJECT DURATION - JULY 1, 2014, TO JUNE 30, 2015

Lincoln High School	Western Placer Unified School District
(School Site)	(District)

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent	Director of Business Title
Signature of Agriculture Teacher Responsible for the Program	Signature of Principal
	Contact Phone Number: 916-645-6360

Date of Approval of Local Agency Board: 9/2/14

Funds Requested - Part I	$5,000.00
Part II	$3,176.00
Part III	$8,000.00
Part IV	$0.00
Total	$16,176.00

Number of Different Agriculture Teachers at Site: 3

PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	x	
2. Leadership and Citizenship Development	x	
3. Practical Application of Occupational Skills	x	
4. Qualified and Competent Personnel	x	
5. Facilities, Equipment, and Materials	x	
6. Community, Business, and Industry Involvement	x	
7. Career Guidance	x	
8. Program Promotion	x	
9. Program Accountability and Planning	x	

Formal Variance Request must be included if requesting a variance. A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

4.6.1

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	$4,000	
Two Teachers	$4,500	
Three Teachers or More	$5,000	$5,000.00

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2013–14 R2 Number	Amount Requested
List Number from R2 Report ($8/Member)	397	$3,176.00

PART III - QUALITY CRITERIA 10–11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of $2,000 for year-round employment.
* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site: 3

List the Names of the Agriculture Teachers:

1. Mike Trueblood	4. Jessica Armistead
2. Barret Hess	5.
3. Cassandra Walker	6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio		$0.00
Criterion 11A - Year-Round Employment	4	$8,000.00
Criterion 11B - Project Supervision Period		$0.00
TOTAL FUNDS REQUESTED PART IV		$8,000.00

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list $7,500 (funds requesting) in space to the right.

4.6.2

PART V - FINANCIAL SCHEDULE

Part A

			A	B		C
Line	Acct. No.	Classification	Description of Item for Which Funds Will be Expended	Incentive Grant Funds		Matching Funds
1	4000	Books & Supplies		11,576.00		11,576.00
2			Subtotal for 4000	**$11,576.00**		**$11,576.00**
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. CATA Conference	3,000.00		3,000.00
4			2. FFA Field Days and C	800.00		800.00
5			3. State FFA Convention	800.00		800.00
6			4.			
			5.			
7			6.			
8			Subtotal for 5000	**$4,600.00**		**$4,600.00**
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.			
10			2.			
11			3.			
			4.			
12			5.			
13			Subtotal for 6000	**$0.00**		**$0.00**
14			Total for 4000–6000 Lines 2, 8, 13	**$16,176.00**		**$16,176.00**

TOTAL 2014–15 Incentive Grant Allocation: $16,176.00

Part B - Complete this portion if a waiver of the matching requirement is requested:

			A	B		C
Line	Acct No.	Classification	Description of Item for Which Funds Were Expended	Incentive Grant Funds		Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries			
16	1000	Salaries	Teachers' Salaries for Project Supervision Period			
17	3000	Benefits	Benefits for the Above Items (1000)			
18			TOTAL			**$0.00**

TOTAL Amount of Waiver Requested:

4.6.3

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Agreement for Preventative Maintenance between Golden State Equipment Repair and WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent , Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Food Service

MEETING DATE:

September 2, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is with Golden State Equipment Repair for preventative services (P/M) on food services equipment at our school sites throughout the district for the 2014-15 school year. The services will be provided every 4 months starting in September 2014. The cost is $150 per P/M service per site and will funded through the district's Food Services program.

RECOMMENDATION:

Staff recommends the Board of Trustees ratify the agreement for food service between Golden State Equipment Repair, and Western Placer Unified School District.

H.7

Serving the Restaurant Industry Since 1980

Golden State Equipment Repair

♦ Parts
♦ Service
♦ Preventative
♦ Maintenance Contracts

(916) 971-8678
Fax: (916) 853-6848
E-Mail: gesrig@gmail.com
www.goldenstaterepair.com

P.O. Box 2290, Carmichael, California 95609

PREVENTIVE MAINTENANCE AGREEMENT
WESTERN PLACER UNIFIED SCHOOL DISTRICT

GOLDEN STATE will perform preventive maintenance service on equipment listed in the agreement in accordance with manufacturer specifications. This P/M service will be performed **every 4 months**, beginning ~~Sept~~ Service Aug/Sept - Dec & April 2015 August - Dec & April 2016 2014.

GOLDEN STATE agrees to provide all materials and tools required to perform P/M service on all equipment listed per manufacturer's specifications. Parts are not included. Labor charged for service calls will be at a discounted rate of $24.00 per quarter hour (one-half hour minimum) with no charge for travel. Emergency service requested after 3:00pm, Monday-Friday, all day Saturday, Sunday and major holidays will be charged overtime rates of $72.00 per half hour (one hour minimum) with a $75.00 charge for travel. A fuel surcharge of 4% (subject to change), will be added to the total amount of all invoices. (Excluding, P/M service invoices.)

GOLDEN STATE agrees to provide ***EMERGENCY*** service 24 hours a day, 7 days a week, with guaranteed response time within 60 minutes.

GOLDEN STATE will perform P/M per "SCOPE OF WORK" provided with this agreement for a period of "***Month to Month***". Please note, some equipment listed in the scope of work may not apply to your facility, *(see page two for equipment covered).*

INVOICES are due **NET 30 DAYS,** (Unless other payment arrangements have been made). A monthly service charge of 1 ½% will be charged to all invoices past 30 days.

THIS agreement shall continue and automatically renew itself, if not canceled with a 30 day written notice, prior to the next scheduled P/M, by either party.

P/M Agreement Amount: $ 150.00** **per P/M Service, per School location**

Glen H. Esrig/GM — Date 8/18/14

Signature/Title — Date 8/22/14

School Locations:

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

(**This priced based on all 10 locations to be serviced under this proposal.)

4.7.1

PREVENTIVE MAINTENANCE AGREEMENT
WESTERN PLACER UNIFIED SCHOOL DISTRICT

The following is all equipment covered by this agreement by school location. A detailed inventory with model and serial numbers will be recorded during your first P/M service that will be on file at Golden State Repair in the event you need service on any of the equipment.

Carlin C. Coppin Elementary – 150 East 12th Street, Lincoln, CA

Creekside Oaks Elementary - 2030 First Street, Lincoln, CA

First Street Elementary – 1400 First Street, Lincoln, CA

Foskett Ranch Elementary –1561 Joiner Parkway, Lincoln, CA

Lincoln Crossing Elementary –635 Groveland Lane, Lincoln, CA

Sheridan School-4730 H Street, Sheridan, CA

Twelve Bridges Elementary –2450 Eastridge Drive, Lincoln, CA

Twelve Bridges Middle School –770 Westview Drive, Lincoln, CA

Glen Edwards Middle School –204 L Street, Lincoln, CA

Lincoln High School –790 J Street, Lincoln, CA

The school locations were provided by Jeff Dardis, Western Placer School District. Should any of the original equipment for each location change, Golden State Equipment Repair will be notified so the records can be updated.

Golden State Equipment Repair looks forward to providing excellent service to the Western Placer School District.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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SUBJECT:

Statement of Engagement – Technology Review
Between Quest Technology Management
and WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent , Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund - Technology

MEETING DATE:

September 2, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

Administration has contracted with Quest Technology Management to conduct a review of the technology services and solution currently in place at the District. The scope of the services encompass Phase I of data gathering review including interviewing staff, reviewing technology solutions, a review of current servers, processes, network equipment, storage and disaster recover solutions, review of security controls in place and methods of backup, review of security policies related to mobile devices, remote and network access data loss prevention and Phase II to review the findings and solutions with options for improving the District's current technology infrastructure.

The contract is based on an hourly basis with an estimated number or hours from each resource as listed in the attached. If all estimated hours are used for the scope of work the cost would total to $15,000. The contract is written that the costs cannot exceed this amount unless approved by WPUSD.

RECOMMENDATION:

Staff recommends the Board of Trustees ratify the statement of engagement between Quest Technology Management and Western Placer Unified School District.

Quest®
TECHNOLOGY MANAGEMENT

Statement of Engagement

Technology Review

Presented to:



WESTERN PLACER
UNIFIED SCHOOL DISTRICT
600 Sixth Street, Suite 400, Lincoln, CA 95648 Ph. 916-64

Submitted:

August 14, 2014

4.8.1

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4.8.2

INTRODUCTION

Quest is pleased to provide Professional Services, as outlined in this **Statement of Engagement** ("**SOE**") dated **August 14, 2014,** to be executed for **Western Placer Unified School District** (WPUSD). Content of this SOE is based on Quest's current understanding of WPUSD's business objectives and requirements.

1 DESCRIPTION OF SERVICES

Quest has been engaged to conduct a review of the technology services and solution currently in place at Western Placer Unified School District. Below outlines the detailed scope for this engagement.

2 PROJECT SCOPE

Phase 1 – Data Gathering

- Interview WPUSD employees on how they use their applications and data.
- Review the technology applications and services being used by WPUSD such as:
  - Email
  - File and print
  - Business Applications (CRM, Accounting, etc.)
- Review technology solutions in place such as:
  - Compute (Servers, VM's)
  - Software, (VMware, Windows, Unix)
  - Support contracts
  - Backup processes, disaster recovery solutions
  - Network Equipment (Routers, Switches, Firewalls, etc.)
  - Storage (SAN, DAS)
- Review the security controls in place for these services, (i.e. password protection, disk encryption, email encryption, firewalls, and remote user access methods).
- Review the methods of backups, i.e. disk based, tape, policies, and restore capabilities.
- Review in place security policies:
  - Mobile devices
  - Laptops/desktops

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4.8.3

- Network access
- Sensitive data handling
- Anti-virus
- Intrusion detection/prevention
- Data Loss Prevention

Phase 2 – Review Findings and Solution Options

- Review findings from Phase 1.
- Consult with WPUSD project stakeholders on options for infrastructure and technology improvements.
- Draft a detailed review document on the findings including providing options for improving the current technology solutions.
- Deliverable is a review document and on-site meeting with WPUSD to close the project. (Pricing for solutions can be included in this engagement if requested).

Items NOT included within this Statement of Engagement:

- **Equipment is not included**
- **Implementation of recommended solutions is not included**
- **Complete network or cabling diagram**
- **Configuration review of all devices**
- **Performance reporting**

3 WPUSD's Responsibilities:

- Access to systems and staff necessary to the project.
- Access to any existing documentation that may contribute to the success of the project.

4 Assumptions

- Individuals within WPUSD will be available to Quest technology team for historical information pertaining to current environment.

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- Individuals within WPUSD will be available to Quest to provide any input necessary to best understand the current environment as well as strategic and/or future business needs of WPUSD.

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5 ESTIMATED COST

The costs identified in this SOE are based on an hourly rate for Consulting Services. Quest will discuss (and require authorization) before exceeding approved funding levels. Consulting hours will be billed against and will not exceed the purchase order ("PO") unless agreed on by Quest and WPUSD.

This SOE is based on dispatch Monday – Friday, 8:00 am – 5:00 pm schedule, and any deviations from this agreed upon schedule will be discussed and agreed on by both parties prior to initiation. Rates may be increased for services outside of this schedule.

Resource Description	Hourly Rate	Estimated Block of Hours
PROJECT MANAGER	$125	16
SR. TECHNICAL CONSULTANT	$175	40
SAN STORAGE ENGINEER	$150	16
VMWARE ENGINEER	$150	8
NETWORK ENGINEER	$150	16

6 INDEMNIFICATION

6.1 Except for the active negligence or willful misconduct of WPUSD, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Quest undertakes and agrees to defend, indemnify and hold harmless WPUSD and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person including Quest employees and agents, or damage or destruction of any real or tangible personal property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, error or omissions or willful misconduct incident to the performance of this Agreement by Quest or its Subcontractor of any tier.

6.2 In addition, Quest undertakes and agrees to defend, indemnify and hold harmless WPUSD and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all third party suits and causes of action, claims, losses, demands, expenses, including

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4.8.6

but not limited to, attorney's fees and costs of litigation, damage or liability of any nature whatsoever, that Quest has breached its obligations to WPUSD as described in this SOE. Confidential information only with respect to the disclosure of such End User's information and to the extent such disclosure is the result of actions predominantly attributable to (as agreed to by the parties, said agreement not to be unreasonably withheld) Quest or its Subcontractor of any tier. The provisions of the paragraph survive expiration or termination of this Contract.

6.3 Furthermore, except for the active negligence or willful misconduct of WPUSD or any of its Boards, Agents, Employees, Assigns and Successors in Interest from and against any third party suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation damage or liability of any nature whatsoever, for lost WPUSD Data, provided however Quest or its Subcontractor of any tier, may NOT be held liable under these sections 6.1, 6.2 and 6.3 for more than $10,000.00 or as defined in the Limitation of Liability section (paragraph *Limitation of Amount of Liability),* whichever is less.

7 PAYMENT TERMS

- Payment terms Net 20.
- WPUSD will be invoiced twice per month on hours used.
- Minimum 4 hours for on-site work.
- Quest will not exceed the initial PO amount without WPUSD approval.
- Taxes – WPUSD shall be liable for and shall pay any state or local tax, fee, charge, or surcharge payable for services that are subject to such imposition.

8 PERSONNEL

WPUSD will be notified, in writing, of any changes to the local personnel assigned to this engagement. If a Quest-assigned consultant is unable to perform due to illness, resignation, or other factors beyond Quest's control, Quest will make every reasonable effort to provide suitable substitute personnel. Any substitute personnel will meet all requirements and must be approved by WPUSD.

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4.8.7

9 RESPONSIBILITIES OF PARTIES

Quest agrees to:

A. Designate a person to whom all project communications may be addressed and who has the authority to act on behalf of all Quest services. This person will review the SOE and associated documents with WPUSD, thereby ensuring the clear understanding of responsibilities for both parties.

B. Identify a Project Coordinator for the overall project and provide project management for all activities associated with the project.

C. Comply with all applicable WPUSD policies and procedures, including, but not limited to, WPUSD's Project Management Office guidelines.

D. Return all WPUSD property, including security badges, prior to termination of the Agreement.

WPUSD agrees to:

A. Designate a person to whom all Quest communications may be addressed and who has the authority to act on behalf of all WPUSD services. This person will review the SOE and associated documents with Quest, thereby ensuring the clear understanding of responsibilities for both parties.

B. Provide information regarding the business structure of WPUSD, as required, so Quest can provide services and fulfill its responsibilities under this SOE. WPUSD further agrees to schedule the availability of appropriate personnel for interviews as required by Quest.

C. Provide timely review and approval of Quest information and documentation in order for Quest to perform its obligations under this SOE.

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4.8.8

10 Points of Contact

Quest Primary Contact:

Andrew Samms – Account Manager

Email: Andrew_samms@questsys.com

Phone: (916) 338-7857

Fax: (916) 344-5956

Quest Secondary Contact:

Shawn Davidson – Sr. Technical Consultant

Email: shawn_davidson@questsys.com

Phone: (916) 338-7857

Fax: (916) 344-5956

Cell Phone: (916) 799-4472

11 Confidentiality

Quest agrees that Quest and its agents and personnel may have access to confidential and proprietary information and materials belonging to or disclosed by WPUSD, whether disclosed electronically, orally, in writing, or by display which is not generally disclosed to or known by public, concerning or pertaining to the business of WPUSD, including, without limitation, trade secrets, data, reports, methods, techniques, procedures, processes, methodologies, forecast, plans, employee information and WPUSD information, and that such information is commercially valuable to WPUSD or is otherwise confidential and proprietary to WPUSD ("Confidential Information"). Quest agrees that nothing in this SOE grants to it any license, right, title or interest in or to the Confidential Information, except as expressly set forth herein. WPUSD reserves all rights to its Confidential Information not expressly granted in this SOE. Quest agrees to use Confidential Information solely for the purposes of this SOE and pursuant to the terms of this SOE and for no other purpose whatsoever. Quest agrees to hold such information in the strictest confidence. Quest shall use reasonable efforts to protect the confidentiality of Confidential Information but in no event any less care than Quest takes to protect its own Confidential Information, and will cause others to protect such information no less than to the extent set forth herein. Quest agrees to provide WPUSD with such further assurances as reasonably requested by WPUSD from time to time.

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4.8.9

12 NON-SOLICITATION

12.1 Quest. During the Term and for a period of one (1) year thereafter, Quest agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor of WPUSD without the prior written consent of WPUSD. Violation of this provision shall entitle WPUSD to assert liquidated damages against Quest equal to one (1) year of billable engineering time or $50,000.00, whichever is greater.

12.2 WPUSD. During the Term and for a period of one (1) year thereafter, WPUSD agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor of Quest without the prior written consent of Quest. Violation of this provision shall entitle Quest to assert liquidated damages against WPUSD equal to one (1) year of billable engineering time or $50,000.00, whichever is greater.

13 INDEPENDENT CONTRACTOR STATUS

Parties agree that Quest is an independent contractor providing professional services and not an employee, agent, joint venture or partner of WPUSD. Nothing in this SOE, nor in a course of dealing or by way of any aspect of this commercial relationship, shall be interpreted or construed as creating the relationship of employer and employee, principal and agent, joint ventures or partners between Quest and WPUSD and/or its personnel. Neither Party shall have any right, power, authority, expressed or implied, to bind the other.

14 LIMITATION OF LIABILITY

14.1 Limitation on indirect Liability. Neither party will be liable under this agreement for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy.

14.2 Limitation on amount of Liability. Neither party may be held liable under this agreement for more than the amount paid by WPUSD during the six (6) months under this agreement prior to the event giving rise to liability.

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4.8.10

14.3 Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of party's Intellectual Property Rights by the other party, or indemnification obligations.

15 GOVERNING LAW

This SOE and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of California, without giving effect to the conflict of laws principles thereof. Any legal proceeding by a Party to enforce any provision of this SOE or arising out of this SOE must be brought against a Party in a California Superior Court or the United States Court for the Eastern District of California, as applicable, and each of the Parties consents to the jurisdiction of such courts and waives any objection to the venue laid therein.

16 ACCEPTANCE

The pricing contained in this proposal shall remain valid for 30 days from the date of delivery. Prior to beginning work, Quest requires this Statement of Engagement to be signed by an authorized representative of WPUSD and a PO issued to cover the costs as outlined. **Upon signature, please fax signed document to Andrew Samms at (916) 344-5956 or Email to: andrew_samms@questsys.com.**

Signature below denotes agreement to and approval by authorized representatives for the execution of this proposal:

WPUSD:		**QUEST:**	
Signature:	[signature]	Signature:	[signature]
Name:	Audrey Kilpatrick	Name:	Francine Walrath
Title:	Asst. Supt. Business	Title:	CFO
Date:	8/15/14	Date:	8/19/14
Contract/PO#:			

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4.8.14

Public

Hearing

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Public Hearing re Sufficient Instructional Materials

AGENDA ITEM AREA:
Public Hearing

REQUESTED BY:
Kerry Callahan

ENCLOSURES:
WPUSD Curriculum Adoptions

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Categorical Funds/LCFF

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools. A ten-day notice of the public hearing is required. Notices of Public Hearing were sent to news media and to our local schools on August 14, 2014. Our Public Hearing will be held on September 2, 2014.

This notice has been sent to our local major print media and is posted as required.

RECOMMENDATION:

Hold Public Hearing re Sufficient Instructional Materials.

PLEASE POST August 14, 2014

WESTERN PLACER UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

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

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

A public hearing will be held September 2, 2014 at 7:00 p.m. in the Lincoln High School Theater. The Lincoln High School address is 790 J Street, Lincoln, CA.

The public hearing has been a requirement for the district to qualify for Instructional Materials Funds in the past and is expected to be a requirement during the 2014 - 2015 school year under the new LCFF funding requirements.

Posted at Western Placer Unified School District Office: August 14, 2014
Posted at all District School Sites: August 14, 2014
Published In Lincoln News Messenger: August 14, 2014

7.1

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:
Resolution No. 14/15.3 re Instructional Materials

AGENDA ITEM AREA:
Action

REQUESTED BY:
Kerry Callahan

ENCLOSURES:
Resolution

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Categorical Funding/LCFF

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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

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

A Public Hearing was held on September 2, 2014 re this requirement.

RECOMMENDATION:

Approve Resolution re Sufficient Textbooks and Instructional Materials for the 2014 – 2015 school year.

Resolution # 14/15.3
***Education Code* Section 60119**
Resolution on Sufficiency of Instructional Materials

RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:

Whereas, the governing board of Western Placer Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 2, 2014 at seven o'clock, which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

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

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

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

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

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

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

- Science – (Adoption Cycle 2006 – 2008)
  - K – 5 Delta Science/FOSS (Adopted 2007)
  - 6 – 8 Pearson Prentice Hall – Focus on Science for California (Adopted 2007)

8.1.1

- 9 – 12 Pearson Prentice Hall Biology (Adopted 2007); Kendall Hunt Biology – An Ecological Approach; Addison Wesley Chemistry (Adopted 2007); Kendall Hunt Forensic Science (Adopted 2007)

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

- English/Language Arts, including the English language development component of an adopted program – (Adoption Cycle 2008 – 2010)
  - K – 5 Houghton Mifflin Reading Language Arts (Adopted 2002); K-5 Medallions (Adopted 2010); (State Waiver 2010)
  - 6 – 8 Holt Rinehart & Winston Literature and Language Arts (Adopted 2002) (State Waiver 2010)
  - 9 – 12 McDougall Little The Language of Literature (Adopted 2002) (State Waiver 2010)

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

Therefore, it is resolved that for the 2014 – 2015 school year, the Western Placer Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS September 2, 2013, By the Governing Board of Western Placer Unified School of Placer County, California

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

_____ _____

(Clerk) (Date)

8.1.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approve Resolution No 14/15.8 Regarding Authorization to Teach Assigned Subjects

AGENDA ITEM AREA:
Discussion/ Action

REQUESTED BY:
Ryan Davis
Assistant Superintendent of
Personnel Services

ENCLOSURES:
Yes
Resolution No. 14/15.8 &
Consent form

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Pursuant to Education Code 44256(b), and in order to ensure proper credentialing and teacher consistency for one of our assignments the District administration is making a recommendation that the Board approve Resolution No 14/15.8 which will allow two certificated teachers to teach Social Science for the entire 2014-2015 school year in an middle school departmentalized setting at grades 6-8 at Glen Edwards Middle School. The teachers have consented to this assignment.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 14/15.8.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 14/15.8

AUTHORIZATION TO TEACH ASSIGNED SUBJECTS
FOR THE 2014-2015 SCHOOL YEAR

WHEREAS, the Western Placer Unified School District always seeks to hire fully credentialed teachers to teach all subjects. However, when credentialed teachers are not available, some teachers may be assigned to classes that are outside their credential authorizations but still in compliance with the law;

WHEREAS, Education Code section 44256(b) authorizes the holder of a multiple subjects teaching credential to teach classes in grade 6-8 in a middle school provided he/she has completed at least twelve (12) semester units or six (6) upper division or graduate units, of coursework at an accredited institution in the subject to be taught. The teacher's consent to the assignment is required;

WHEREAS, the District finds that Timothy Kerrigan and Lori Reitman have satisfied the unit requirement of Education Code section 44256(b) in order to teach Social Science at Glen Edwards Middle School during the 2014-2015 school year; and

WHEREAS, Timothy Kerrigan and Lori Reitman have consented to teaching Social Science at Glen Edwards Middle School during the 2014-2015 school year.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Western Placer Unified School District authorizes Timothy Kerrigan and Lori Reitman to teach Social Science at Glen Edwards Middle School for the 2014-2015 school year.

PASSED AND ADOPTED this ___ day of September, 2014 by the Board of Trustees of the Western Placer Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

_____
President
Board of Trustees
Western Placer Unified School District

Attested:
I certify that the foregoing resolution was adopted by the Board of Trustees of the Western Placer Unified School District, County of Placer, on the date shown above.

_____
Clerk
Board of Trustees
Western Placer Unified School District

8.2.1

Western Placer Unified School District
Teacher Consent Form

PURPOSE: Pursuant with Education Code section 44256 (b) Western Placer Unified School District obtained the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

District: Western Placer Unified School District School Year: 2014-2015

School Site: Glen Edwards Middle School Grade Level: 6-8

Teacher: Timothy Kerrigan

Credential Held: Multiple Subject Teaching Credential

Supplementary Authorization: _____

1. Assignment: Social Science 6th-8th

Legal Authorization per Ed Code § 44256 (b)

I mutually agree and consent to this assignment.

Teachers Signature: _____

Printed/Typed Name: Timothy Kerrigan

Date: 8/14/14

8.2.2

Western Placer Unified School District
Teacher Consent Form

PURPOSE: Pursuant with Education Code section 44256 (b) Western Placer Unified School District obtained the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

District: Western Placer Unified School District School Year: 2014-2015

School Site: Glen Edwards Middle School Grade Level: 6-8

Teacher: Lori Reitman

Credential Held: Multiple Subject Teaching Credential

Supplementary Authorization: English

1. Assignment: Social Science 6th-8th

Legal Authorization per Ed Code § 44256 (b)

I mutually agree and consent to this assignment.

Teachers Signature: Lori Reitman

Printed/Typed Name: Lori Reitman

Date: 8/12/14

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
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SUBJECT:
Adoption of Revised/New Policies/Regulations/Exhibits

AGENDA ITEM AREA:
Action

REQUESTED BY:
Kerry Callahan

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

Revised policy/regulations/exhibits pertaining to Education for English Language Learners are being presented for approval by the Board of Trustees.

- BP/AR 6174 Education for English Language Learners
- Exhibit (1) 6174 Education for English Language Learners
- Exhibit (2) 6174 Education for English Language Learners
- Exhibit (3) 6174 Education for English Language Learners

RECOMMENDATION:

Administration recommends the Board of Trustees approves the revised policy, regulations, and exhibits as submitted.

wp/rk/factform

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

The Board of Trustees intends to provide English language learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving the district's academic standards. The district's program shall be based on sound instructional theory and shall be adequately supported so that English language learners can achieve results at the same academic level as their English-proficient peers in the regular course of study.

The Board encourages staff to exchange information with staff in other districts and the county office of education about programs, options and strategies for English language learners that succeed under ~~various~~ **similar** demographic conditions.

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

The Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English language learners and for their redesignation based on criteria adopted by the Board and specified in administrative regulations.

To evaluate program effectiveness, the Superintendent or designee shall regularly examine program results, including reports of the English language learners' academic achievement, their progress towards proficiency in English and the progress of students who have been redesignated as fluent English proficient. The Superintendent or designee shall annually report these findings to the Board and shall also provide the Board with regular reports from ~~any~~ district or schoolwide English learner advisory committees.

(cf. 6190 - Evaluation of the Instructional Program)

Type of Instruction

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with grade level state are content standards. The district's program shall be based on sound instructional theory and adequately supported in order to assist students in accessing the full educational program.

Students who are English language learners shall be educated through "sheltered English immersion" or "structured English immersion" during a temporary transition period not normally intended to exceed one year. "Nearly all" of the classroom instruction in the district's sheltered English immersion program shall be in English, but with the **grade level** curriculum and presentation designed for students who are learning the language. (Education Code 305, 306)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

The district has defined the term "nearly all" as follows:

> All classroom instruction is conducted in English except for clarification, explanation and support as needed.

When an English language learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education or any locally developed assessments and using other criteria developed by the district, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is "overwhelmingly" in English. (Education Code 305; 5 CCR 11301)

An English language learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:

> A score of "Early Advanced" or better on the California English Language Development Test.

(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6171 - Title I Programs)

Upon the request of his/her parent/guardian, a student shall be placed in an English language mainstream classroom. (5 CCR 11301)

Parental Exception Waivers

At any time during the school year, the parent/guardian of an English language learner may have his/her child moved into an English language mainstream program.

Parent/guardian requests for waivers from Education Code 305 regarding placement in a sheltered English immersion program shall be granted in accordance with law and administrative regulation.

If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the Superintendent's decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.

Legal Reference: (see next page)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Legal Reference:

EDUCATION CODE
300-340 English language education for immigrant children
430-446 English Learner and Immigrant Pupil Federal Conformity Act
33308.5 CDE guidelines not binding
44253.5-44253.10 Certification for bilingual-cross-cultural competence
48985 Notices to parents in language other than English
51101-51101.1 Rights of parents ~~to information~~
~~51101.1 Rights for parents of English learners~~
52130-52135 Impacted languages act of 1984
52160-52178 Bilingual Bicultural Act
52180-52186 Bilingual teacher training assistance program
54000-54028 Programs for disadvantaged children
60200.7 Suspension of state instructional materials adoptions
60605.87 Supplemental instructional materials, English language development
60810-60812 Assessment of language development
~~62001~~-62005.5 ~~Evaluation and sunsetting of programs~~ ***Continuation of advisory committee after program sunsets***
CODE OF REGULATIONS, TITLE 5
~~4320 Determination of funding to support program to overcome the linguistic difficulties of English learners~~
11300-11316 English ~~Language~~ Learner Education
11510-11517 California English Language Development Test
UNITED STATES CODE, TITLE 20
1701-1705 Equal Educational Opportunities Act
6312 Local education agency plans
6801-6871 Title III, Language instruction for limited English proficient and immigrant students
7012 Parental notification
COURT DECISIONS
Valeria G. v. Wilson, ~~(9th Circuit)~~ 2002 ~~U.S. App. Lexis 20956~~ 307 F.3d 1036
California Teachers Association ~~et al.~~ v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698
~~Casteneda v. Pickard, (5th Cir. 1981) 648 F.2d 989~~
ATTORNEY GENERAL OPINIONS
83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California English Language Development Test (CELDT): 2012-13 CEDLT Information Guide 2012
English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

Management Reference: (see next page)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Management Resources: (continued)

Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

~~*Guidelines for Reclassification of English Learners, September 2002*~~

~~*Accommodations for the California English Language Development Test, Revised 8/13/01*~~

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Student, May 2007

WEB SITES

California Department of Education**: http://www.cde.ca.gov/**sp/el

~~*CSBA: http://www.csba.org*~~

U.S. Department of Education: http://www.ed.gov

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

Definitions

English learner means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English, also known as a limited English proficient or LEP child. *(Education Code 306)*

Long-term English learner **means an English learner who is enrolled in grades 6-12, has been enrolled in schools in the United States for more than six years, has remained at the same English language proficiency level for two or more consecutive years as determined by the California English Language Development Test (CELDT) or any successor test, and scores far below basic or below basic on the English language arts test of the California Standards Tests or any successor test. (Education Code 313.1)**

English learner at risk of becoming a long-term English learner **means an English learner who is enrolled in grades 5-11 in the United States for four years, scores at the intermediate level or below on the CELDT or any successor test, and scores in the fourth year at the below basic or far below basic level on the English language arts test of the California Standards Tests or any successor test. (Education Code 313.1)**

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. *(Education Code 306)*

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. *(Education Code 306)*

Sheltered English immersion or structured English immersion means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. *(Education Code 306)*

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. *(Education Code 306)*

Identification and Assessment

Upon enrollment, each student's primary language shall be determined through use of a home language survey. (5 CCR 11307)

Within 30 calendar days of their initial enrollment, students who are identified as having a primary language other than English, as determined by the home language survey, and for whom there is no record of results from ~~an~~ **a current** English Language Development test

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

shall be assessed using the California English Language Development Test (CELDT). (5 CCR 11511)

All students shall have sufficient time to complete the CELDT as provided in the directions for test administration. (5 CCR 11516)

Any student with a disability shall take the CELDT with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. (5 CCR 11516.5)

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

The district shall notify parents/guardians of their child's results on the CELDT within 30 calendar days. (5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

Within 30 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary language proficiency in comprehension, speaking, reading and writing. The Superintendent or designee shall develop criteria for determining student needs on the basis of these assessments. *(former Education Code 52164.1, 62002)*

Before students are enrolled in a program for English language learners, parents/guardians shall receive information about the program and their opportunities for parental involvement. This information shall include the fact that an individual student's participation in the program is voluntary on the part of the parent/guardian. *(Education Code 52173)*

Not later than 30 calendar days after the beginning of the school year, each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. The notice shall include all of the following:

1. The reason for the student's classification as English language learner

2. The level of English proficiency

3. A description of the program for English language development instruction, including a description of all of the following:

   a. The manner in which the program will meet the educational strengths and needs of the student

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

b. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards

c. The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English language learner students, and the expected rate of graduation from secondary school if Title I funds are used for students in secondary schools

d. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

4. Information regarding a parent/guardian's option to decline to allow the student to become enrolled in the program or to choose to allow the student to become enrolled in an alternative program

5. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

Parent/guardians also shall be notified of the results of any reassessments. *(Education Code 52164.3)*

Parental Exception Waivers

At the beginning of each school year, parents/guardians shall be informed of the placement of their children in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. *(Education Code 310; 5 CCR 11309)*

A parent/guardian may request that the district waive the requirements of Education Code 305, pertaining to the placement of a student in a structured English immersion program if the one of the following circumstances exists:

1. Students who already know English: The student already possesses good English language skills, as measured by standardized tests of English vocabulary comprehension, reading and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth-grade average, whichever is lower. *(Education Code 311(a))*

2. Older students: The student is age 10 years or older, and it is the informed belief of the school principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills. *(Education Code 311(b))*

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

3. Students with special needs: The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the school principal and educational staff that the student has special physical, emotional, psychological or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development. *(Education Code 311(c))*

The parent/guardian shall personally visit the school to apply for the waiver. *(Education Code 310)*

Upon request for a waiver, the Superintendent or designee shall provide to the parents/guardians: *(Education Code 310, 311; 5 CCR 11309)*

1. A full written description, and a spoken description upon request, of the intent and content of the structured English immersion program, any alternative courses of study and all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices

2. For a request for waiver pursuant to Education Code 311(c) for students with special needs, notification that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the Superintendent must approve the waiver pursuant to Board of Trustees guidelines

Pursuant to Education Code 311(b) and 311(c), the principal and educational staff may recommend a waiver to a parent/guardian for a student 10 years or older and a student with special needs. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (5 CCR 11309)

When evaluating waiver requests pursuant to Education Code 311(a) for students who already know English and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include local assessments, local standards and teacher evaluations.

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Parental exception waivers pursuant to Education Code 311(b) for students 10 years or older shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parental exception waivers pursuant to Education Code 311(c) for students with special needs shall be granted if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)

The principal shall consider all waiver requests made pursuant to Education Code 311(c) for students with special needs and shall submit a rationale of the decision regarding the waiver to the Superintendent or designee. When determining whether or not to recommend the approval of the waiver request, the principal shall assume that the facts justifying the request attested by the parent/guardian are a true representation of the child's condition.

Each waiver shall be considered on its individual merits with great deference given to parental preference for student placement.

The principal or designee shall act upon all parental exception waivers within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to Education Code 311(c) for students with special needs shall not be acted upon during the 30-day placement in an English language classroom. These waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)

All parental exception waivers shall be granted unless the principal and educational staff have determined that an alternative program offered at the school would not be better suited for the overall educational development of the student. (5 CCR 11309)

Individual schools in which 20 students or more of a given grade level receive a waiver shall be required to offer such a class; otherwise they must allow the students to transfer to a public school in which such a class is offered. (Education Code 310)

Students wishing to transfer shall be subject to the district's intradistrict and interdistrict attendance policies and administrative regulations. Students wishing to transfer to another district shall also be subject to the receiving district's interdistrict attendance policies and administrative regulations.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

(cf. 5117.1 – Interdistrict Attendance Agreements)
(cf.5117.2 – Alternative Interdistrict Attendance Programs)

In cases where a parental exception waiver pursuant to Education Code 311(b) or (c) is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)

Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)

Reclassification

The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language learners have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers

2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be redesignated as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (5 CCR 11303)

Assessment of English Language Proficiency

1. Using the California English Language Development Test (CELDT) consider for reclassification those pupils whose overall proficiency level is Early Advanced or higher and:
    - Listening is intermediate or higher.
    - Speaking in intermediate or higher.
    - Reading is intermediate or higher.
    - Writing is intermediate or higher.

Those pupils whose overall proficiency level is in the upper end of intermediate may also be considered for reclassification if additional measures determine the likelihood that a pupil is proficient in English.

8.3.10

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Teacher Evaluation Based on the Following Accommodations

2. ~~Consider~~ For reclassification those pupils which receive:
   - Elementary – a "2" (minimum)/Satisfactory or higher on the core academic portions of their elementary report card.
   - Secondary – a grade of "C" or better in the core academic areas of their report card.

Parent Opinion and Consultation

3. Prior to reclassification of all pupils, an invited committee comprised of the site administrator or designee, presenting teacher, parent, and other interested teachers will meet to determine the appropriateness of reclassification and discuss the reclassification based on the criteria. Parents and guardians will be provided notice of their right to provide input and will be encouraged to participate in the process. The recommendation of the committee will be forwarded to the Superintendent or designee for ratification.

Comparison of Performance in Basic Skills

~~4. Consider for reclassification those pupils in grades 3 – 12 scoring at the midpoint of the basic level (325) on the California Standards Test (CST) in English Language Arts. Pupils who have achieved this score on a recent CST should be sufficiently prepared to participate effectively in the curriculum.~~

- ~~Those pupils who scored in the beginning of the basic range up to the midpoint need to have additional evaluation to determine if factors other than English language proficiency are responsible for low performance on the English language arts portion of the CST and whether it is reasonable to reclassify the student.~~

4. Consider for reclassification those pupils who meet the following:

- **3-5 scoring at the midpoint of the basic level (75) on the end-of-first-trimester ELA final exam**
- **6-10 scoring at the midpoint of the basic level (75) on the end-of-first-semester ELA final exam**
- **For grade 10 only: may also consider pupils scoring at the minimum of the proficient level (350) on the ELA section of the California High School Exit Exam (CAHSEE) at the end of their sophomore year**
- **11-12 scoring at the minimum of the proficient level (350) on the ELA section of the California High School Exit Exam (CAHSEE)**

Pupils who have achieved the above scores should be sufficiently prepared to participate effectively in grade level curriculum.

8.3.11

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

5. Consider for reclassification those pupils in grades k-12:

   - For pupils in grades one and two, CELDT results, teacher evaluation, parent consultation, a minimum of "2" on the core academic portions of their elementary report card, and other available assessments.

   - Kindergarten pupils who have been identified as English learners probably should not be reclassified.

Monitoring Reclassified Students

Pupil performance will be monitored for two years after reclassification in accordance with existing California regulations and the federal No Child Left Behind (NCLB) legislation. Monitoring does not mean that the CELDT should be administered again; rather, the pupil's academic achievement and progress should be monitored to be certain the pupil is continuing to progress. If the student fails to progress, it is necessary to intervene and not allow him or her to fall behind.

The Superintendent or designee shall develop a process to monitor the effectiveness of the district's program for English language learners. The district's program shall be modified as needed to help ensure language and academic success for each English language learner.

Advisory Committees

At the district level when there are more than 50 English language learners in the district and at each school with more than 20 English language learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. (5 CCR 11308)

Parents/guardians of English language learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. *(Education Code 52176)*

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The timetable for and development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners.

2. The district wide needs assessment.

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

3. Establishment of a district program, goals and objectives for programs and services for English learners.

4. Development of a plan to ensure compliance with applicable teacher or aide requirements.

5. Administration of the annual language census.

6. Review of and comments on the written notification of initial enrollment as required in 5 CCR 11303.

7. Review and comments on any related waiver request.

8. Review of and comment on the district's reclassification procedures.

State Mandated Assessments

Identified English Learners students enrolled for 12 months or less may receive accommodations on mandated assessments consistent with state guidelines.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall ensure that committee members receive appropriate training and materials to help the members carry out their responsibilities.

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

PARENTAL EXCEPTION WAIVER
EDUCATION CODE 311(a): Children who know English

Name: _____ Grade: _____

School: _____ Date of Birth: _____

Language Designation: _____

My child possesses good English language skills and for that reason I request a waiver of the school's Structured/Sheltered English language program. I understand that the objective for my child is to be taught English as rapidly and effectively as possible.

I have personally visited the school to apply for this waiver.

I have been provided a full written description of: the intent and content of the structured English immersion program; any alternative courses of study offered by the district and made available to my child; all educational opportunities offered by the district and made available to my child; and the educational materials to be used in the different educational program choices.

I understand that I must request that this waiver be reconsidered annually, each school year.

Parent/Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

For School Use Only:

_____

Child's English standardized test scores must be at or above the state average for the child's grade level or above the 5th grade average (whichever is lower):

Waiver Granted/Denied: _____ Date: _____

Principal's Signature: _____

8.3.14

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

PARENTAL EXCEPTION WAIVER
EDUCATION CODE 311(b): Children age 10 or older

Name: _____ Grade: _____

School: _____ Date of Birth: _____

Language Designation: _____

My child is 10 years of age or older and I believe that an alternate course of study is better suited to my child's rapid acquisition of English. For that reason, I request a waiver of the school's Structured/Sheltered English language program. I understand that the objective for my child is to be taught English as rapidly and effectively as possible.

I have personally visited the school to apply for this waiver.

I have been provided a full written description of: the intent and content of the structured English immersion program; any alternative courses of study offered by the district and made available to my child; all educational opportunities offered by the district and made available to my child; and the educational materials to be used in the different educational program choices.

I understand that I must request that this waiver be reconsidered annually, each school year.

Parent/Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

For School Use Only:

_____

Waiver Granted/Denied: _____ Date: _____

Principal's Signature: _____

9.3.15

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

PARENTAL EXCEPTION WAIVER
EDUCATION CODE 311(c): Children with Special Needs

Name: _____ Grade: _____

School: _____ Date of Birth: _____

Language Designation: _____

I believe that my child has special needs and that an alternate course of study is better suited to his/her educational development. (Check all that apply and provide a brief statement)

____ Educational Needs ____ Physical Needs ____ Emotional/Psychological Needs

_____

_____

Therefore, I request a waiver of the school's Structured/Sheltered English language program. I understand that the objective for my child is to be taught English as rapidly and effectively as possible. I have personally visited the school to apply for this waiver.

I understand that my child must be placed in an English language classroom for 30 calendar days and that this waiver will be considered by the Superintendent pursuant to Board-established guidelines.

I have been provided a full written description of: the intent and content of the structured English immersion program; any alternative courses of study offered by the district and made available to my child; all educational opportunities offered by the district and made available to my child; and the educational materials to be used in the different educational program choices.

I understand that I must request that this waiver be reconsidered annually, each school year.

Parent/Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

For School and District Use Only:

_____

Waiver Recommended/Not Recommended: _____ Date: _____

Principal's Signature: _____

Waiver Granted/Denied: _____ Date: _____

Superintendent's Signature: _____

8.3.16

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 Lincoln High School Kitchen HVAC Replacement

AGENDA ITEM AREA:
Action

REQUESTED BY:
Heather Steer, Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Funds

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:
Staff is seeking to engage in a Lease Leaseback Agreement with BRCO Constructors, Inc. for replacement of Kitchen HVAC system at Lincoln High School.

Currently the main kitchen area and snack bar are cooled with an evaporative cooler that is vastly undersized for the area and the heat output from kitchen appliances. Jeff Dardis, our Director of Food Services, has expressed concerns for staff's safety and well-being during the hotter months of the school year. Work will include replacement of evaporative cooler with an HVAC unit that is ground mounted, some ducting work, and insulation of roll up door area to prevent temperature increases.

The Guaranteed Maximum Price for all of this work is $59,467.00. 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 HVAC replacement at Lincoln High School Kitchen.

LEASE-LEASEBACK AGREEMENT

Dated as of September 2, 2014

Between

Western Placer Unified School District

and

BRCO Constructors, Inc.

790 J Street, Lincoln CA 95648

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LEASE-LEASEBACK AGREEMENT
LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of September 2, 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. corporatuion 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 replace existing kitchen heating and air conditioning units along with additional work (the "School Facilities"), on the campus of Lincoln High School, Lincoln, CA; and

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 the Sublease; and

8.4.2

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:

Lincoln High School Kitchen HVAC Replacement
Lincoln High School
790 J Street
Lincoln CA 95648

all in strict compliance with the plans, drawings and specifications therefore prepared by:

LPA, Inc.
1548 Eureka Road, Suite 101
Roseville CA 95661
916-772-4300

and other contract documents relating thereto.

In accordance with Section 3300 of the Public Contract Code, Contractor has a Class "A" 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 40 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,

8.4.3

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.

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 $59,467.00, 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.

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, 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

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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 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.

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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 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.

8.4.6

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, and enters into competitive bidding negotiations with the potential subcontractors who have successfully participated, or will successfully participate, in Contractor's pre-qualification process. 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 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

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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.

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. Verification of DVBE status must be obtained from the OSBDS by receiving an approved certification letter and reference number from that office.

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, if any. 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

_____ _____
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

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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.

8.4.9

EXHIBIT A - Lease-Leaseback Agreement

SCOPE OF WORK

Western Placer Unified School District

LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

The GMP for construction costs is based on the plans, specifications, drawings, and design packages prepared by **LPA, Inc.,** architects for the Owner. The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages, which are incorporated herein by this reference.

8.4.10

EXHIBIT B - Lease-Leaseback Agreement

Western Placer Unified School District

LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

The Parties hereby agree that the following are hereby incorporated into the Scope of Work for the Project:

1. Removal of existing unit.
2. Provide exterior ground mounted HVAC unit.
3. Provide ductwork to connect to existing ductwork.
4. Replacement of existing surface mounted electrical panel and conduits/conductors.
5. Installation of 6' high chain link fence enclosure and gate.
6. Enclosure of existing roll down door with stud framing and exterior finish.
7. Provide new concrete pad for HVAC unit.
8. Modifications to existing irrigation system.

8.4.11

EXHIBIT C - Lease-Leaseback Agreement

Western Placer Unified School District

LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

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 GUARANTEED MAXIMUM PRICE FORM

8.412

GUARANTEED PROJECT COST BREAKDOWN FORM
Western Placer Unified School District
Lincoln High School Kitchen HVAC Replacement
790 J Street
Lincoln, California 95648

PART I. BASE SCOPE OF WORK	
Description	**Total**
Division 1 - General Requirements	
Project Superintendent	$ 12,000
Vehicles	$ -
Communications	$ -
Toilets	$ 250
Layout	$ -
Fencing/Barricades	$ 500
Waste Disposal	$ 500
Punch list	$ 250
Cleanup	$ 500
	$ -
Subtotal - General Requirements	$ -
	$ -
Division 2 - Demolition	$ -
Asbestos/lead paint abatement by owner (if required)	$ -
Soft Demo	$ 600
Dry Well	$ 650
Site Work	$ 2,000
Fencing	$ 4,342
Cap Irrigation	$ 300
Division 3 - Concrete	$ -
Site Concrete including mechanical pad	$ 3,500
Division 4 - Masonry	$ -
N/A	$ -
Division 5 - Metals	$ -
N/A	$ -
Division 6 - Wood and Plastics	$ -
Rough Carpentry - Wall Infill	$ 2,250
Division 7 - Thermal and Moisture Protection	$ -
Insulation (w/ Div. 6)	$ -
Caulking & Sealants (w/ Div. 9)	$ -
	$ -
Division 8 - Doors and Windows	$ -
N/A	$ -

8.4.13

Description	Total
Division 9 - Finishes	$ -
Paint	$ 1,200
Lath & Plaster	$ 2,000
Division 10 - Specialties	$ -
24"x14" Louver included	$ -
Division 11 - Equipment	$ -
N/A	$ -
Division 12 - Furnishings	$ -
N/A	$ -
Division 13 - Special Construction	$ -
N/A	$ -
Division 14 - Conveying Systems	$ -
N/A	$ -
Division 15 - Mechanical	$ -
HVAC	$ 15,824
Division 16 - Electrical	$ -
Power to new HVAC unit	$ 4,888
	$ -
	$ -
Subtotal (Divisions 2-16)	$ 51,554
Bonds	$ 1,650
Insurance	$ 516
Allowances (Telephone/Fax explorations/unknown LV Conditions)	$ -
Contingency for unforeseens	$ -
Subtotal (Bonds, Insurance & Allowances)	$ 2,165
Total Cost before Contractor's Fee for Overhead and Profit	
Contractor's Fee (Overhead & Profit) **10%**	$ 5,748
GMP TOTAL:	$ 59,467

8.4.14

SUBLEASE AGREEMENT

Dated as of September 2, 2014

Between

Western Placer Unified School District

and

BRCO CONSTRUCTORS, INC.

LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

8.4.15

SUBLEASE AGREEMENT
LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

This SUBLEASE AGREEMENT ("Sublease") is dated as of September 2, 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 September 2, 2014, Lincoln High School Kitchen HVAC Replacement Project (the "Lease-Leaseback Agreement"; and the "Project") and situated on the Site 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 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:

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

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

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease shall commence as of October 1, 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, and signed off on by the DSA Inspector to date, 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.

GENERAL CONDITIONS

for

CONSTRUCTION

Under

LEASE AND SUBLEASE AGREEMENT

for

LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

WESTERN PLACER UNIFIED SCHOOL DISTRICT

September 2, 2014

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ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 **THE CONTRACT DOCUMENTS** - The "Contract Documents" consist of the Lease and Sublease Agreement between Owner and Contractor (the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda thereto, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, list of accepted Subcontractors, Noncollusion Declaration, and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and written modifications issued after execution of the Agreement.

1.1.2 **THE CONTRACT** - The Contract Documents form the "Contract." The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create any kind of contractual relationship other than between the Owner and Contractor. 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.

1.1.3 **THE WORK** - The "Work" shall include all labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents.

1.1.4 **THE PROJECT** - The "Project" is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.

1.1.5 **THE DRAWINGS** - The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 **THE SPECIFICATIONS** - The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 **THE PROJECT MANUAL** - The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 **OR**

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"Or" shall include "and/or."

1.1.9 **COMPLETION**

References to "complete" and "completion" of the Work or Project in the Construction Documents do not include the concept of substantial completion.

1.2 **EXECUTION, CORRELATION AND INTENT** - The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. In the event there is a discrepancy between the various Contract Documents, the Agreement shall control unless there is not an applicable provision in the Agreement, in which case the Conditions (General, Supplementary, or other Conditions) shall control. Without limiting Contractor's obligation to identify conflicts for resolution by the Architect, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

1.3 **OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS.** - The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set.

ARTICLE 2

OWNER

2.1 **DEFINITION** - The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 **EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE** – Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

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When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

Any test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

The Contractor may rely upon the accuracy of any utility services or site survey information that the District may provide, except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Project, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

2.3 **OWNER'S RIGHT TO STOP THE WORK** - If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by paragraph 12.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

2.4 **OWNER'S RIGHT TO CARRY OUT THE WORK** - If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a seven-day period after receipt of written notice or the time period expressly stated in the written notice from the Owner) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to retaining another contractor to perform some or all of the Work without terminating the Contract and may withhold for the cost of such correction.

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ARTICLE 3

THE CONTRACTOR

3.1 **DEFINITION** - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representatives. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3.2 **SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 **CONTRACTOR** - The Contractor shall supervise and direct the Work using the Contractor's best skill and attention which shall meet or exceed the standard skill and attention within the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 **CONTRACTOR RESPONSIBILITY** - The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 **OBLIGATIONS NOT CHANGED BY ARCHITECT'S ACTIONS** - The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by activities or duties of the Inspector of Record, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 **CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK** - The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.3 **SUPERINTENDENT** - The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work;

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organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents. Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 **LABOR AND MATERIALS** - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.5 **WARRANTY** - The Contractor warrants to the Owner and Architect that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents, per Section 12.2.

3.6 **TAXES** - Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 **PERMITS, FEES AND NOTICES** - The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA).

3.8 **ALLOWANCES** - The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.9 **CONTRACTOR'S CONSTRUCTION SCHEDULES** - The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and the Architect's information the construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents (including these General Conditions and Division 1 of the Specifications) and the standards of the industry. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and

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completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Failure of the Contractor to provide proper schedules as required by this paragraph may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, sublease payments to the Contractor, or a breach of contract allowing Owner to terminate the Agreement between Owner and Contractor.

3.10 **DOCUMENTS AND SAMPLES AT THE SITE** - The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals.

3.11 **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

3.11.1 ***Shop Drawings.*** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.2 ***Samples.*** The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality. All Work shall be in accordance with the approved samples.

3.11.3 ***Contractor's Responsibility.*** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in Division 1 of the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings, product data, and samples in accordance with the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unreviewed by the Architect for resubmission by the Contractor. Contractor shall not commence any portion of the Work requiring a shop drawing or sample submission until the Architect has approved the submission.

3.11.4 ***Extent of Review.*** In reviewing shop drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and

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the information given in the Contract Documents. The Architect's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless the Architect has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

13.11.5 ***Substitution.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." The Owner may consider an untimely substitution request if the product specified is no longer commercially available.

3.12 **CLEANING UP** - The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a safe, neat, and orderly condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from sublease payments and/or retention. When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

3.13 **ACCESS TO WORK** - The Contractor shall provide the Owner, the Architect, and the Inspector, access to the Work in preparation and progress wherever located.

3.14 **ROYALTIES AND PATENTS** - The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents, unless Contractor has reason to believe it is an infringement of a patent and does not inform Architect.

3.15 **INDEMNIFICATION** - To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors, from and against claims, actions, liability, damages, losses, and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties arising out of or resulting from performance of the Work by Contractor; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a

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party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any actions by third parties under Labor Code section 2810.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 **ARCHITECT** - The term "Architect" means the Architect or the Architect's authorized representative, shall also refer to all consultants under the Architect's direction and control, and is referred to as if singular in number. The Architect is one of potentially several agents and representatives on the Project.

4.2 **ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

4.2.1 **STATUS** - The Architect may provide administration of the Contract as described in the Contract Documents and may be one of several Owner's representatives during construction.

4.2.2 **LIMITATIONS OF CONSTRUCTION RESPONSIBILITY** - The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.3 **COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION** - Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.4 **REJECTION OF WORK** - In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents.

4.3 **INSPECTOR OF RECORD** - One or more project inspectors employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties will be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications. The Inspector shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

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4.4 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES** - If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the sublease payments and/or retention.

4.5 **CLAIMS**

4.5.1 **GENERAL** - A "Claim" is a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency. However, "Claim" does not include a written notice of potential change or a Change Order Request submitted pursuant to Article 7, below; the notice of potential change and Change Order Request precede a Claim. In addition, a "Claim" for purposes of this Article 4.5 does not include vouchers, invoices, sublease payment applications, or other routine or authorized forms of requests for sublease payments on the Contract; however, such routine or authorized forms of requests for sublease payments are still "claims" for purposes of the California False Claims Act. The responsibility to substantiate Claims shall rest with the Contractor.

Claims, including those alleging an error or omission by the Architect, shall be submitted to the Architect and Owner. A timely decision by the Owner shall be provided. Claims must be made by written notice prior to the final sublease payment. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall certify, at the time of submission of a Claim, as follows:

> I, _____, being the _____ (Must be an officer) of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached Claim for additional cost and/or extension of time, and know its contents, and said Claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the Contractor believes the Owner is liable; and further, that I am familiar with California Penal Code section 72 pertaining to false claims, and further know and understand that submission

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or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: _____

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that Owner, or Owner's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

4.5.2 **CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

4.5.2.1 ***Trenches or Excavations Less Than Four Feet Below the Surface.*** If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within ten (10) days after the Architect has given notice of the decision. If the Owner and the Contractor cannot agree on an adjustment in the Contract Sum or the Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to other proceedings pursuant to paragraph 4.6.

4.5.2.2 ***Trenches or Excavations Greater Than Four Feet Below the Surface.*** Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.2.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

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(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.2.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

4.5.2.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6 **CLAIMS OF $375,000 OR LESS** - Notwithstanding any other provision herein, claims of $375,000 or less shall be handled pursuant to the procedures set forth in Public Contract Code sections 20104.2, including claim, response, informal meet and confer conference, and Government Code claim. As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the contractual claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential.

4.7 **CLAIMS IN EXCESS OF $375,000** - Claims over $375,000 shall be handled by Contractor and Owner pursuant to Section 4.6, above, except as follows: (a) Procedures in Public Contract Code section 20104.2(b) shall not be applicable; (b) Owner shall respond in writing to all written Claims within 90 days of receipt of the Claim, or may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor; (c) Owner shall respond within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater; and (d) following any meet and confer conference pursuant to Public Contract Code section 20104.2(d), if the Claim or any portion of it remains in dispute and Contractor wishes to pursue it, Contractor must demand in writing within fifteen (15) days that the parties mediate, and such requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim, as specifically required in Section 4.6 above. If Contractor fails to timely notify the Owner in writing that it wishes to mediate

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pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 **SUBCONTRACTOR** - A Subcontractor is a person or entity, that has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 **SUB-SUBCONTRACTOR** - A Sub-subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK** - Subcontractors shall selected by Contractor and Owner pursuant to the Agreement. Subcontractor substitution shall be handled in accordance with the Agreement. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or the granting of any extension of time for the completion of the Project.

5.3 **SUBCONTRACTUAL RELATIONS** - By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner and the Architect.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

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B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

ARTICLE 6

[reserved]

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 **NO CHANGES WITHOUT AUTHORIZATION** - The Owner reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper completion or construction of the Work contemplated, and the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been authorized by and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 **ARCHITECT AUTHORITY** - The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

7.2 **CHANGE ORDERS ("CO")** - A CO is a written instrument prepared by the Architect and signed by the Owner, the Contractor, the Architect, and the DSA, stating their agreement upon all of the following: (A) A change in the Work; (B) the amount of the adjustment in the Contract Sum, if any; and (C) the extent of the adjustment in the Contract Time, if any.

7.3 **CONSTRUCTION CHANGE DIRECTIVES ("CCD")** - A CCD is a written unilateral order prepared by the Architect and signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by

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the CCD, but it may pursue the notice, COR and claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 **REQUEST FOR INFORMATION ("RFI")** - An RFI is a written request prepared by the Contractor asking the Architect to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents. The Owner and Contractor agree that an adequate time period for the Architect to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from sublease payments and/or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 **REQUEST FOR PROPOSAL ("RFP")** - An RFP is a written request prepared by the Architect asking the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 **CHANGE ORDER REQUEST ("COR")** - A COR is a written request prepared by the Contractor asking the Owner and the Architect to incorporate a proposed change called for in an RFP or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. (See attached COR form for breakdowns.) A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in paragraph 3.9 and Division 1 of the Specifications.

7.7 **COST OF CHANGE ORDERS**

7.7.1 **SCOPE** - Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner and the Architect in writing an estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such

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changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

7.7.2 **DETERMINATION OF COST** - The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor; (C) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit. Contractor and Subcontractors may mark up their own work by 15% for overhead, bond and insurance premiums, and profit. Contractor may mark up a Subcontractor's total costs by 5%.

7.7.3 **ACCOUNTING RECORDS** - With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.4 **NOTICE REQUIRED** - If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for completion, it shall give the Owner and the Architect written notice thereof within ten (10) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with paragraph 10.4 hereof. No notice shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 **CONTRACT TIME** - Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 **NOTICE TO PROCEED** - The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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8.1.3 **DAYS** - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 **SUFFICIENT FORCES** - Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 **PERFORMANCE DURING WORKING HOURS** - Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 **LABOR CODE APPLICATION** - As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.3 **PROGRESS AND COMPLETION** - Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall proceed expeditiously with adequate forces, labor, materials, equipment and management, and shall achieve Completion within the Contract Time.

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8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 **EXCUSABLE DELAY** - The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the Work due to acts of God, acts of public enemy, acts of Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or delays of subcontractors due to such causes.

8.4.2 **NOTICE BY CONTRACTOR REQUIRED** - The Contractor shall within ten (10) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under paragraph 8.4.1 shall be an extension of the Contract Time at no cost to the Owner.

8.4.3 **CONDITIONS FOR EXTENSION OF TIME** - If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, the Architect, an employee of either, or of a separate contractor employed by the Owner, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, or unavoidable casualties, by delay authorized by the Owner pending arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4 **EARLY COMPLETION** - Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in the Contract Documents.

8.4.5 **LIQUIDATED DAMAGES** - 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, as described in the Agreement. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of this agreement.

8.5 **GOVERNMENT APPROVALS** - Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 **CONTRACT SUM** - The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 **COST BREAKDOWN** - On forms approved by the Owner within ten (10) days of the mailing, faxing or delivery of the Notice of Award of the Contract, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

9.3 **APPLICATIONS FOR PAYMENT** - On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Owner specifically approves the payment in writing. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment.

9.4 **REVIEW OF SUBLEASE PAYMENT** - The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Owner's reasons for withholding approval in whole or in part. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

9.5 **DECISIONS TO WITHHOLD PAYMENT** - The Owner may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect the Owner. In addition, the Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents.

9.6 **SUBLEASE PAYMENTS** - Sublease payments shall be made in accordance with Public Contract Code section 20104.50.

9.7 **COMPLETION OF THE WORK** - Upon receipt of the Contractor's request for final inspection, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is complete. If the Owner's inspection discloses any item which is not completed

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in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion, diligently complete or correct such item.

9.8 **PARTIAL OCCUPANCY OR USE** - Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that work. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

9.9 **ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT** - If the Owner's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for sublease payment. After the Owner's representatives find the Work fully performed, the Owner's governing body should accept the Work as fully complete. After completion, the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 3093. Contractor shall, upon receipt of final sublease payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final sublease payment shall be accompanied by the same details required for monthly sublease payments. Acceptance of final sublease payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

9.10 **SUBSTITUTION OF SECURITIES** - In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement used shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 **SAFETY PRECAUTIONS AND PROGRAMS** - The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its

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Subcontractors. Subcontractors shall promptly report in writing and by phone to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 **SAFETY OF PERSONS AND PROPERTY** - The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) Employees on the Work and other persons who may be affected thereby; (B) the Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (C) other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

At its own expense, Contractor shall comply with all fingerprinting requirements under law and contract, including but not limited to the requirements of Education Code section 45125.2 and the Fingerprinting Notice and Acknowledgement which is part of the Contract. Contractor shall reimburse the Owner, and defend and indemnify the Owner under Section 3.16 of these General Conditions, for any costs, including attorneys' fees, incurred by Owner related to Contractor's failures to comply

10.3 **PROTECTION OF WORK AND PROPERTY** - The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any

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parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.4 **EMERGENCIES** - In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details, and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 **HAZARDOUS MATERIALS** - In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) he handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner.

ARTICLE 11

INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 **LIABILITY INSURANCE REQUIREMENTS** - Before the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports commercial general liability insurance per occurrence for bodily injury, personal injury and property damage in the amount of $1,000,000.00 , and automobile liability insurance per accident for bodily injury and property damage combined single limit in the amount of $1,000,000.00, as will protect the Contractor, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.

Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

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11.1.2 **ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS** - The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds.

11.1.3 **WORKERS' COMPENSATION INSURANCE** - During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract.

11.1.4 **BUILDER'S RISK/'ALL RISK' INSURANCE** - Unless otherwise supplied by the Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace, or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

11.1.5 **FIRE INSURANCE** - Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The amount of fire insurance shall be $1,000,000.00.

11.1.6 **OTHER INSURANCE** - The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

11.1.7 **PROOF OF CARRIAGE OF INSURANCE** - The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval, and such approval shall not be unreasonably withheld.

11.1.8 **COMPLIANCE** - In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract.

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11.2 **PERFORMANCE AND PAYMENT BONDS** - Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 **UNCOVERING OF WORK** - If a portion of the Work is covered contrary to the Inspector's request, the Architect's request, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Inspector or the Architect, be uncovered for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.2 **CORRECTION OF WORK; WARRANTY** - The Contractor shall promptly correct the Work rejected by the Inspector or the Owner upon recommendation of the Architect for failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

If, within one (1) year after the date of acceptance by the Owner's governing body of the Work (see Section 9.9) or a designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written specific acceptance of such non-conforming condition. If the Owner's governing body does not accept the Work as complete within ninety (90) days of full performance of the Work by Contractor, then the time periods for the above warranties shall be deemed to have started to run from the date of Contractor's full performance of the Work.

The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with paragraph 2.4. The Contractor shall bear the cost of

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correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work. Nothing in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 **GOVERNING LAW** - The Contract shall be governed by the law of the place where the Project is located.

13.2 **SUCCESSORS AND ASSIGNS** - Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract.

13.3 **RIGHTS AND REMEDIES; NO WAIVER** - Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Inspector, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.4 **TESTS AND INSPECTIONS** - Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5 **TRENCH EXCAVATION** - Pursuant to Labor Code section 6705, if the Contract Sum exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.6 **DEBARMENT** - Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.

13.7 **ASSIGNMENT OF ANTITRUST CLAIMS** - Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees

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to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

13.8 **AUDIT** - Contractor's Contract books, records, and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.

13.9 **STORM WATER DISCHARGE PERMIT** – If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ) prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 **TERMINATION BY THE OWNER FOR CAUSE** - The Owner may terminate the Contract if the Contractor: (A) refuses or fails to supply enough properly skilled workers or proper materials; (B) fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable; (C) disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or (D) otherwise is in substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety, (A) take possession of the site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor, (B) accept assignment of subcontracts, and (C) complete the Work by whatever reasonable method the Owner may deem expedient.

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

Any purported termination by Owner for cause under this Section 14.1 which is revoked or determined to not have been for cause shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.2 **SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE** - The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. An adjustment

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shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent (A) that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or (B) that an equitable adjustment is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.3 **TERMINATION BY CONTRACTOR** – Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such belief on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of receipt of such notice. If such conference does not lead to resolution and Contractor believes the grounds for termination still exist, Contractor may terminate the contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.4 **NOT A WAIVER**

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 **EARLY TERMINATION**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30)

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days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

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SITE LEASE AGREEMENT

Dated as of September 2, 2014

Between

Western Placer Unified School District

and

BRCO Constructors, Inc.

LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

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SITE LEASE

LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

This SITE LEASE AGREEMENT ("Site Lease") is dated as of September 2, 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 Lincoln High School Kitchen HVAC Replacement Project (the "Project") more fully described in a Lease-Leaseback Agreement between the Owner and Contractor and located at 790 J Street, Lincoln, 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:

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(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 October 1, 2014 through approximately December 1, 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:

Scott Leaman, 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

_____

LESSOR

Western Placer Unified School District

By:_____
Title: President

By:_____
Title: Corporate Secretary

Date:_____

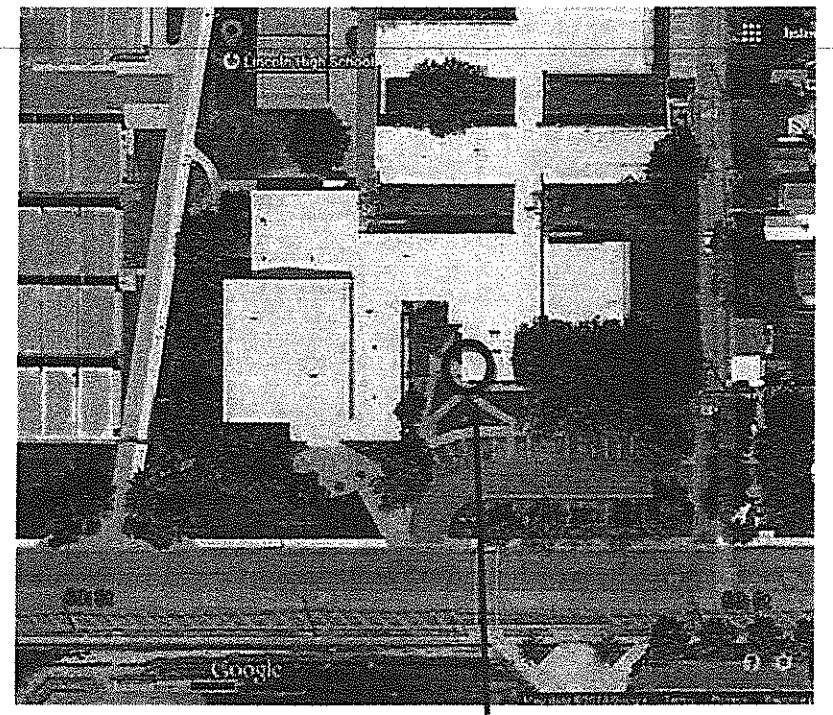
By:_____
Audrey Kilpatrick, Assistant Superintendent

Date:_____

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EXHIBIT "A"

DESCRIPTION OR DEPICTION OF SITE



Kitchen Location at Lincoln High School

Labor Code section 2810 Declaration

To Be Executed by Contractor and Submitted with GPC

Project: **LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT**

I, _____, declare that I am the _____ of _____, the entity making the foregoing GMP proposal for the above Project, and that the GMP proposal submitted by _____ includes sufficient funds to permit _____ to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____ _____

Signature

Print Name: _____

Print Title: _____

8.4.66

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ _____ as Principal and _____ as Surety, are held and firmly bound unto **Western Placer Unified School District**, in the County of Placer, State of California, hereinafter called the "Owner," in the sum of _____ Dollars ($_____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 2013, for construction of:

LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in said Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

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IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Surety)

_____
(Business Address)

_____

By:_____

_____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

8.4.68

PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, _____ and _____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

Which said agreement dated September 2, 2014, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____ _____ are held and firmly bound unto all laborers, material men, and other persons referred to in Civil Code section 3248, subdivision (b), in the sum of _____ Dollars ($_____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 3181, or any of the amounts due as specified in Civil Code section 3248, subdivision (b), to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, _____.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

_____
Principal

_____

_____
Surety

_____

By:_____
Attorney-in-Fact

_____

The above bond is accepted and approved this _____ day of _____.

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NONCOLLUSION DECLARATION
TO BE EXECUTED BY CONTRACTOR AT TIME OF
EXECUTION OF LEASE-LEASEBACK AGREEMENT

To: **WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Project: LINCOLN HIGH SCHOOL KITCHEN HVAC REPLACEMENT

I, _____, declare that I am the President and RMO of _____ **[insert contractor name]**, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____ _____

_____ [name]

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2)

Note: This document must be executed and submitted at the time of execution of the Lease-Leaseback Agreement.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the District determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

   c. Arrange for surveillance by personnel, with Owner approval.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____ _____
Signature

Name: _____ Title: _____

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ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 12308, 12309, or 12310.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

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(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in

8.4.74

subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

8.4.75

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes No

[ ] [ ] Employees will have more than limited contact with students as determined by District, or if by Contractor, please explain:

_____

_____

If yes, the following steps will be taken to ensure student safety (check):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

[ ] Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

_____
Signature

Typed Name: _____
Title: _____

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

8.4.76

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:
Facilities Departmental Update
Summer Projects 2014

AGENDA ITEM AREA:
Information

REQUESTED BY:
Heather Steer, Director of Facilities

ENCLOSURES:
No

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Funds 21,25,35,40 and Deferred Maintenance

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

This item is a Board of Trustees informational update on current Facilities projects and work that was completed the Summer of 2014.

RECOMMENDATION:

Staff requests that the Board of Trustees consider information given during staff report and provide any comments or inquires as needed.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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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:
2013-14 District Goals and Objectives

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
District office

FINANCIAL INPUT/SOURCE:
All sources

MEETING DATE:
September 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The final 2013-14 Board Goals and Objectives will be presented to the Board.

RECOMMENDATION:

Discuss the final report.

Western Placer Unified School District

Goals and Objectives for the Management Team

2013-14

Initial Draft: September 9, 2013
Board Review and Input: October 1, 2013
Board Approval: October 15, 2013
Final Presentation: September 2, 2014

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

ADOPTED 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.**

Goal #1 Develop and continually upgrade a well articulated K-12 academic program

Objective	*Background*	*Benchmark*	*Actions/ Responsibility*	*Final*
1a - Focus on API and AYP targets while preparing to transition to new accountability system.	1a – The district and its schools continue to improve on API and AYP targets. This progress will be supported by the district. Subgroups not making goals will receive focused support. AYP and API requirements are expected to be modified based on transition to LCAP and SBAC.	1a – By June 2014, All schools will show growth on API and AYP. Focus program support on Long-Term English Learners. Schools in Program Improvement will complete mandated tasks. Results from 2013 – 14 will be presented to the Board in the Fall of 2014.	• Intervention, ELD and program support *Deputy Superintendent/All Staff*	No API or AYP data released for 2013-2014. Program Improvement Schools completed mandated tasks. Tiered interventions and ELD provided at all sites.
1b – Plan and enhance opportunities within the curriculum for academically achieving students.	1b – Academic high achieving students require increased opportunities based on their capabilities.	1b – By June 2014, fifty percent (50%) of students will meet A-G requirements. Additional Lincoln High School courses will be identified for A – G credit and/or 2 + 2 agreements with Sierra College. Advanced Placement (AP) courses will be offered. . GEMS GATE/HA program expansion will be explored. GATE/Differentiation Certification Professional Development workshops will be offered.	• Increase and track A-G opportunities & attainment • Support and increase enrollment in AP courses • Support district GATE and High Achiever programs • Increase 2 + 2 credit courses from 6 to 10 • Offer GATE Certification	48% (preliminary) of graduates met A-G requirements in 2014 compared to 32.5% in 2011; 176 students took 284 AP exams in 2014 as

			Lincoln High School Admin and Staff/ Deputy Superintendent	compared to 84 students taking 129 exams in 2012; Honors courses offered at GEMS; 2 + 2 Course info and continues to be explored; GATE Certification offered
1c – Support/monitor local special education offerings.	1c – In recent years, the district has brought many special education programs back to the district; percentage of special needs students has increased.	1c- By June 2014, complete special education manual, continue PLC's for secondary special education staff and new programs. Continue to implement recommendations of General Education/Special Education Work Group.	• Complete Benchmarks *Special Education Administration/ Deputy Superintendent/ LCE principal/ Special Education Staff*	PLC's were started; the Work Group met on an ongoing basis
1d – Support/ monitor alternative education programs.	1d- Not all students respond to traditional K-12 programs. For some students an alternative program is most helpful and appropriate.	1d-By June 2014, increase alternative education offerings in the district and evaluate future options to assist students.	• Continue to implement CARE program at LHS and GEMS. • Continue to pilot a District Independent Study Program *Deputy Superintendent/ GEMS principal/ PHS principal*	CARE program still implemented at LHS and GEMS; ISP Program still being piloted

1e-Implement Additional Transition Kindergarten (TK).	1e-Students turning five between October 1, 2013 and December 2, 2013 will be eligible for TK.	1e-By June 2014, Staff will expand the TK program to include at least one additional class to include students with September, October, and November birthdays who are eligible for the TK program.	• Establish additional TK classes at WPUSD elementary sites • Communicate with families • Register eligible children for TK *Deputy Superintendent/ Select Principals*	Objective completed. We have four (4) TK classes serving our students.
1f – Continue implementation of Common Core State Standards.	1f – Common Core State Standards (CCSS) were adopted by the State of California in 2010 and replace the 1997 California State Standards. Districts and County offices have begun the implementation process.	1f – By June, 2014, all core academic teachers and special education teachers will have attended professional development in the Common Core State Standards. Peer Coaches will provide support. Complete adoption process for K/12 Mathematics, with implementation of new textbooks set for 2014/15.	• Implement WPUSD Common Core State Standards Implementation Plan for 2012 – 2015. • Implement Professional Development (PD) Plan for 2013 – 2014 and Provide PD for teaching staff • Continue Peer Coach Program • Complete infrastructure and hardware requirements to prepare for Smarter Balanced Assessment Consortium (SBAC) testing *Deputy Superintendent, Principals, Peer Coaches, Director of Technology*	Common Core State Standards implemented. New Math adoption in place TK-12. Professional Development provided to teachers; 2 Peer Coaches in place to support teachers; Infrastructure complete - SBAC was a success.

1g-Implement the Local Control Funding Formula with Adequate Reserves/Adopt a Local Control Accountability Plan	1g –2013-14 is the first year the district will receive funding through the Local Control Funding Formula (LCFF). A Local Control Accountability Plan (LCAP) is due to the Board by July, 2014. Many aspects of these initiatives will not be available until Spring, 2014.	1g – By June 2014, submit a 2014-15 budget to the Board with adequate reserves to maintain positive certification. By July, 2014 submit a compliant Local Control Accountability Plan to the Board for review and approval.	• Identify 2014-15 budget reductions with committee input • Update the Board on budget issues • Disseminate information about LCFF and LCAP • Gather input on LCAP *Assistant Superintendent/Deputy Superintendent/Superintendent/District Office Administration/All Staff*	Information provided at multiple meeting with various stakeholder groups. Input gathered and appropriate responses from Superintendent - Balanced 2014-15 Budget approved by Board on June 17, 2014. LCAP approve by Board on June 17, 2014. PCOE approved both 2014-15 Budget and LCAP
1h - Increase teacher and student use of technology	1h - Common Core State Standards, SBAC assessments and new curriculum require greater use of technology in the classroom and for learning.	1h - By June 2014, teachers will be implementing WPUSD Revised Technology Standards with fidelity to ensure increased teacher and student use of technology.	Site Tech Trainers will provide site-level leadership and professional development and assistance; site administration will model and use technology regularly. *Deputy Superintendent, Principals, Site Tech Trainers, Director of Technology*	Site Tech Trainers continue to meet regularly and provide site-level leadership and support; site administration continues to model and use technology regularly.

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Goal #2 Foster a safe, caring environment where individual differences are valued and respected

Objective	*Background*	*Benchmark*	*Actions/ Responsibility*	*Final*
2a – Continue to create consistent and caring environments for students.	2a – Positive student attendance and behavior are an integral part of a successful education.	2a – By June 2014, additional supports will be in place to reinforce positive student behavior and attendance.	• Establish district and site attendance goals and incentives • Continue to implement SARB and SAM processes • Continue to implement CARE program at LHS and GEMS for 2013-14. • Continue to implement Building Effective Schools Together (BEST) and Positive Behavioral Interventions and Supports (PBIS) programs at selected sites *Deputy Superintendent/ Selected Principals/ Selected Staffs*	Attendance goal of +.5% established - GEMS, PHS, and TMBS awarded combined $6,815 for meeting goal; Recognized by PCOE for leading the county in SARB/SAM procedures, etc.; CARE program continuing at GEMS and LHS; BEST and PBIS still in place at select school sites.

Goal #3 Provide facilities for all district programs and functions that are suitable.

Objective	*Background*	*Benchmark*	*Actions/ Responsibility*	*Final*
3a – Continue process of Division of State Architect (DSA) Close-Outs on all District sites.	3a – As the State of California via DSA have made Close Out of all school construction projects mandatory, and often a condition of approval for future projects, all California school districts have the need to close out any and all outstanding past projects in compliance with DSA's standards.	3a – Half of all open projects will be closed out by June 30, 2014.	Continue the process of working on closing out sites and projects. *Assistant Superintendent/ Facilities Director*	Half of all open projects were closed by June 30, 2014. Staff has begun the process of developing associated costs and major renovations for remaining open projects.
3b - Create and maintain a safe, clean, healthy learning environment consistently and equitably at all school sites.	3b - WPUSD has 11 unique school sites each with unique maintenance and custodial needs.	3b - By October 2013, custodial staff will update the CASH Facility Inspection Tool for each site with focus on improvement on areas of concern from 2011 Facility Inspection Tool (FIT) analysis.	• Review the FIT form with the staff and work with them to complete the form for 2012-13 and implement necessary maintenance and improvements by June 2013. • Provide staff with training opportunities as necessary to complete the improvements identified in the FIT forms. *Assistant Superintendent/ Director of Maintenance*	All FIT forms updated and completed for 2012-13 and 2013-14 by June 2014. Identified items prioritized and training provided to staff to complete improvements based on prioritized list

3c – Continue to explore options for funding school modernization and construction from the state level to private grants.	3c - With new development starting again in Lincoln, it is important the district continue to educate city and county officials as well as developers regarding the funding shortfall that exists for new school facilities.	3c – Update the Facility Master Plan based on current information and input. Re-establish Facilities Needs Committee. Build relationships with city staff, city council, and developers.	• Advocate for adequate student housing funding with city and county officials, developers, and community. • Keep abreast of the changing regulations on the all State Funding programs and take steps to ensure that WPUSD is in line with those requirements • Continue working in good faith with future Villages within the City of Lincoln sphere of influence to negotiate funding for future schools • Research grants and funding sources as they become available • Update Facility Master Plan *Assistant Superintendent/Facilities Department*	Facilities Needs Committee re-established and Facility Master Plan updated and approved by Board in June 2014. Director of Facilities representative on CASH Board. WPUSD received $4.4 California Career Pathways Trust Agriculture grant. Continued work with future Villages within City of Lincoln to negotiate funding for future schools. Successfully negotiated Developer Facilities Agreement with Village 1.

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3d – Balance middle school enrollments based on future growth	3d – Based on district modeling, Twelve Bridges Middle School will be unable to absorb student growth based on current boundaries	3d – Engage in a process to realign middle school boundaries resulting in Carlin C. Coppin Elementary students attending Glen Edwards Middle School	• Develop process for attendance boundary adjustments • Hold public meetings for parents to communicate process and gain comments/concerns • Develop recommendations of boundary changes effective 2014-15 for board review and approval *Assistant Superintendent/Facilities Director*	A process and timeline was developed and presented to the board, public meetings for parents were held and any comments or concerns addressed. Recommendations were presented and approved by the Board on December 3, 2013.
3e – Explore agricultural conservancy at the current Lincoln High School Farm site and formally acquire Mariner (Rockwell) Ranch.	3e – The school board approved a resolution in the past to place the Lincoln High School Farm in an agricultural conservancy. The district also was selected to acquire an additional 500 acres from CalTrans.	3e – By June 2014, working with the Farm Foundation, conservancy options will be implemented by the district and the agreement with CalTrans will be finalized.	• Work with the Farm Foundation on implementing conservancy options • Finalize purchase of Mariner Ranch *Superintendent/LHS Principal/Farm Foundation*	Contact with Cal Trans was ongoing. 2014-15 is the year WPUSD will take ownership.

Goal #4 Promote the involvement of the community, parents, local government, business, and service organizations as partners in the education of students.

Objective	*Background*	*Benchmark*	*Actions/ Responsibility*	*Final*
4a – Increase communication content and outlets through the use of appropriate technologies, information, and community resources	4a – Timely communication, both proactive and reactive, is important for parents and the greater community to partner with schools.	4a – By June 2014, school and district websites will be consistently updated in a timely manner. The school district will have a presence at City Council meetings. Service organizations will be visited. Build relationships with local realtors.	• District and Sites update websites • District Office staff will attend City Council meetings • Services Organizations visited • Community resources utilized • Realtor activities organized *All Administrative Staff/ Other Selected Staff*	A major reorganization was completed on the website; City Council meeting were attended when appropriate; The Superintendent spoke at the Lincoln Realtors Association
4b – Communication and collaboration with the city will be increased.	4b – Joint partnerships and support including joint use facility agreements, joint future school facility planning, and the library assist district families and community members. Ongoing joint collaborative meetings take place throughout the year. City support for adequate school facilities in the Villages and infill will be sought.	4b – By June 2014, collaboration meetings with the city will continue and other avenues of partnership will be evaluated. City support for appropriate educational facilities will be garnered. Streamlined Joint Use Agreements will be authored.	• Hold meetings with city manager • Update joint use agreements, as needed • Meet with the City concerning Village educational facilities including small group and workshop settings • Author a common Joint Use Agreement *Superintendent/ District Office Staff*	Meetings were held with the City Manager; Board/City Council collaboration was increased; Joint Use Agreement in process.

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

Objective	*Background*	*Benchmark*	*Actions/ Responsibility*	*Final*
5a – Establish the Student Wellness Committee co-chaired by the Food Service Director and the Deputy Superintendent to comply with the Reauthorization Act of 2004.	5a – WPUSD has a wellness policy in place as required. However, we have not implemented the goals within the policy including forming the Wellness Committee.	5a -By June 2014, The committee will consist of members from food services, physical education, Board of trustees, teachers, nurses, principals, administration, students and parents.	• Review and revise the wellness policy as necessary. • Develop and document measurable goals for nutrition education and physical activity. • Publish nutrition guidelines for all foods sold on campus. • Measure the effectiveness of the committee by evaluating the participation of parents and students. • Implement "Project Fit Kids" grant-funded program. *Deputy Superintendent/Assistant Superintendent/Technology/Director of Food Services and Food Services Department*	WPUSD Student Wellness Committee established and wellness policy updated and board approved in 2013-14. Goals were reviewed with the Board in 2013-14. Grant funded program "Project Fit Kids" implemented in 2013-14. Committee has successful participation by all stakeholders, including parents and student representatives. Nutritional guidelines published through WPUSD Food Services website, links and breakfast/ lunchmenu programs.

5b – Establish a protocol for Suicide Prevention and Response	5b – Like many communities, suicide and attempted suicide is an ongoing issue.	5a -By June 2014, a protocol will be established that addresses possible suicides and attempts. Suicide prevention activities will be initiated.	• Protocol written • Sites trained on protocol • Prevention activities planned and initiated *Superintendent/ Deputy Superintendent/ School Psychologists/ PCOE Staff/*	