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 & Operation
Kerry Callahan, Assistant Superintendent of Educational Services

	STUDENT ENROLLMENT		
School	**2012/13 CEBEDS**	**5/1/2014**	**6/6/2014**
Sheridan Elementary (K-5)	84	84	83
First Street Elementary (K-5)	465	486	485
Carlin C. Coppin Elementary (K-5)	412	409	398
Creekside Oaks Elementary (K-5)	559	639	634
Twelve Bridges Elementary (K-5)	717	681	678
Foskett Ranch Elementary (K-5)	552	541	537
Lincoln Crossing Elementary (K-5)	684	688	688
Glen Edwards Middle School (6-8)	686	709	711
Twelve Bridges Middle School (6-8)	853	813	810
Lincoln High School (9-12)	1,516	1,485	1,488
Phoenix High School (10-12)	65	70	57
TOTAL	**6593**	**6,605**	**6,569**

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

August 5, 2014, 7:00 P.M.

LINCOLN HIGH SCHOOL – PERFORMING ARTS THEATER

790 J Street, Lincoln, CA 95648

REVISED-AGENDA

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

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

5:35 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

3.2 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

3.3 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

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:
- 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.

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

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 – Jillian Loya

6.2 Western Placer Teacher's Association – Tara McCroskey

6.3 Western Placer Classified Employee Association – Mike Kimbrough

6.4 Superintendent - Scott Leaman

7. ♦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.

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.

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.

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.
Roll call vote:

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.

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.

7.6 Action **APPROVE RESOUTION NO. 14/15.3 LOCAL RESERVE LCAP – 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).
Roll call vote:

7.7 Action **APPROVE RESOUTION NO. 14/15.3 LOCAL RESERVE CAP – 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.
Roll call vote:

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.

- Relationship with Sierra Community College
- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update

8.2 BOARD MEMBER REPORTS/COMMENTS

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

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: 080114
REVISED: 4:00 P.M.

h:\wpfiles\board\agendas\080514

DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **Lincoln High School - Library**
Date: **Tuesday, August 5, 2014**
Time: **5:40 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. **CONFERENCE WITH LABOR NEGOTIATOR**

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

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

b. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
c. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
   a. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
   b. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.

5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
   a. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
   b. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.

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

7. **THREATS TO PUBLIC SERVICES OR FACILITIES**
   a. Consultation with: specify name of law enforcement agency and title of officer.

8. **PERSONNEL:**
   A. **PUBLIC EMPLOYEE APPOINTMENT**
      a. Identify title or position to be filled.
   B. **PUBLIC EMPLOYEE EMPLOYMENT**
      a. Identify title or position to be filled.
   C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
      a. Identify position of any employee under review.
   D. **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
      a. It is not necessary to give any additional information on the agenda.
   E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
      a. No information needed

9. **CONFERENCE WITH LABOR NEGOTIATOR**
   a. Name any employee organization with whom negotiations to be discussed are being conducted.
   b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
   c. Identify by name the agency's negotiator

10. **STUDENTS:**
   A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
   B. **STUDENT PRIVATE PLACEMENT**
      a. Pursuant to Board Policy 6159.2
   C. **INTERDISTRICT ATTENDANCE APPEAL**
      a. Education Code 35146 and 48918
   D. **STUDENT ASSESSMENT INSTRUMENTS**
      a. Reviewing instrument approved or adopted for statewide testing program.
   E. **STUDENT RETENTION/ APPEAL**
      a. Pursuant to Board Policy 5123
   F **DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION**
      a. Prevent the disclosure of confidential student information.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Ryan Davis, Assistant Superintendent of Personnel Services Audrey Kilpatrick, Assistant Superintendent Business and Operations
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:
August 5, 2014

ROLL CALL REQUIRED:
No

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

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

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

SUBJECT:
Interdistrict Appeal

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
August 5, 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 - 45
- Interdistrict Request Appeal 14/15 - 46
- Interdistrict Request Appeal 14/15 - 47
- Interdistrict Request Appeal 14/15 – 48
- Interdistrict Request Appeal 14/15 - 49
- Interdistrict Request Appeal 14/15 - 50

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

SUBJECT:
Approval of Minutes:
- June 3, & 17, 2014 Regular Board of Trustee Meeting
- July 1, 2014 Special 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:
August 5, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- June 3 & 17, 2014 Regular Board of Trustee Meeting
- July 1, 2014 Special Board of Trustee Meeting

RECOMMENDATION:

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

wp/rk/factform

Western Placer Unified School District
Regular Meeting of the Board of Trustees
June 3, 2014, 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA 95648

MINUTES

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

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

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

Others Present:
Scott Leaman, Superintendent
Ryan Davis, Assistant Superintendent of Personnel Services
Michele Schultz, Interim Assistant Superintendent of Educational Services
Carrie Carlson, Director of Business
Heather Steer, Facilities Coordinator
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

2.2 PERSONNEL
a. Public Employee Employment/Discipline/Dismissal/Release

2.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Case 34-2014-80001762

4.1.1

2.4 INTERDISTRICT ATTENDANCE APPEAL

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

7:00 P.M.

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

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

3.1 CONFERENCE WITH LABOR NEGOTIATOR

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

No action was taken

3.2 PERSONNEL

a. Public Employee Employment/Discipline/Dismissal/Release

No action was taken

3.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Case 34-2014-80001762

No action was taken

3.4 INTERDISTRICT ATTENDANCE APPEAL

a. Interdistrict Request Appeal 14/15 – 30

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

b. Interdistrict Request Appeal 14/15 – 31

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

c. Interdistrict Request Appeal 14/15 – 32

Motion by Mr. Long, seconded by Mr. Haley, and passed by a 4-1(**Ayes**: *Carras, Haley, Long, Wyatt,* **No:** *Armitage*) vote to deny the transfer appeal.

d. Interdistrict Request Appeal 14/15 – 33

Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 4-1 (**Ayes**: *Armitage, Carras, Haley, Long,* **No:** *Wyatt*) vote to approve the transfer appeal.

e. Interdistrict Request Appeal 14/15 – 34

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

4. SPECIAL ORDER OF BUSINESS

District will Honor:

- Retirees
- Classified Employee of the Year
- Teacher of the Year

Mr. Leaman presented plaques to the following:

RETIREES-

~Cheryl Metheny from Creekside Oaks Elem. School - 7 Years of Service
~Lynn Brown from Sheridan Elem. School - 15 Years of Service
~Michael Doherty from Phoenix High School - 19 Years of Service
~Mark Bryant from First Street Elem. School - 20 Years of Service
~Jeaninne Kato from First Street Elem. School - 28 Years of Service
~Cynthia DeLoach from Carlin C. Coppin Elem. School - 34 Years of Service

EMPLOYEE OF THE YEAR -

The following were voted Employees of the Year in their category classification, by their peers:
~Heather Willoughby - Child Nutrition
~Mike Kimbrough - Maintenance & Operations
~Angie Selter - Office & Technical
~Maribel Vergara - Para-Educator & Instructional Assistance
~Gail Roberts - Support Services & Security
~Pat Laird - Transportation Department

2013-14 CLASSIFIED EMPLOYEE OF THE YEAR-
~Angie Selter from First Street School

2013-14 TEACHER OF THE YEAR-
~Jennifer Chandler from Twelve Bridges Middle School

After the plaques were presented, there was a short recess and Cake was served.

5. CONSENT AGENDA

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

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

Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 5-0 roll call (**Ayes:** *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to approve the consent agenda as presented with the correction of approving the May 6, 2014, seconded set of the board minutes included in the packet.

Mr. Leaman introduced Shamryn Cole, as the new Principal for Carlin C. Coppin. Ms. Cole shared a little about herself.

6. COMMUNICATION FROM THE PUBLIC

No communication from the public

7. REPORTS & COMMUNICATION

7.1 Lincoln High School, Student Advisory, Jillian Loya was absent
7.2 Western Placer Teacher's Association, Tara McCroskey will speak during LCAP
7.3 Western Placer Classified Employee Association, Mike Kimbrough had no report
7.4 Superintendent, Scott Leaman reported the following:
- Reminded Board Members of their Graduation/Promotion assignments.
- Sober Grad on Friday for Graduating Seniors
- Next meeting will be June 17th
- Heads up on bonding options, which would require a special board meeting in July.
- Reminder of district office summer hours will change on June 16th 10:30 -2:00 p.m.
- Big week in the district with graduation's

8. PUBLIC HEARING

8.1 2014–15 Western Placer Unified School District LCAP

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

The public hearing was opened. Mr. Leaman gave a brief overview report on the LCAP process. On June 17th the LCAP will be brought back with additional input that will not change the base content of the information.

Tara McCroskey shared she is excited about the budget and where the finances are going, with the growth that is coming. She thanked the district on the LCAP, as well as being kept informed, and being able to keep teachers informed. She is looking forward to next year, and working with the administration.

Mr. Carras is looking forward to the LCAP, he expressed a great job to all of those involved.

The hearing was closed at 7:43 p.m.

8.2 2014–15 Western Placer Unified School District Proposed Budget

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

The public hearing was open. Carrie Carlson presented a review on the proposed budget, and reported the original will be brought back for approval on June 17th. The hearing was closed at 7:45 p.m.

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

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

Dean Foreman thanked the board for their time and concern on how the petition will affect enrollment in Western Placer. He responded to one of the concerns as to how the petition would effect the enrollment in our schools. John Adams was asked to consider limiting or not allowing

Lincoln resident into the Academy. After raising the question with his legal counsel, this is what was shared. "The Charter School requires you grant the preference for residents of the district that sponsors the charter school, you cannot grant the preference for residents of other districts in enrollment preferences based on residency of the student are expressly prohibited by the charter schools act, with the exception and preference of residents of the sponsoring district." There are a number of scholars from the Lincoln area who will want to attend the Lincoln Academy Campus. The petition is sound, this is a unique community, and yet life is changing, this will allow Lincoln to have a choice. He closed with thanking the Board for their consideration.

Paul Carras shared he found his presentation very informative, but took issue with what Legal Counsel said to the Board during the last presentation in public session. He said something like this "You really don't have a choice to approve this petition". Mr. Carras shared that he took offence to that, for someone representing John Adams, it tainted him. With him being a former board member, he would have expected more from him. That was the only criticism he had.

Kris Wyatt shared her disappointment about bad mouthing the Board of Trustees on Face book.

Mr. Foreman responded by saying, the comments did not come from a John Adams parent.

Scott Leaman, Mr. Leaman read the following: The petition for John Adams Academy Lincoln is before our Board for action tonight. I have noted on the action item that I am recommending approval, with reservations. I wanted to explain this and lend some specifics on how I decided to make this type of recommendation to the Board. I have completed a legal and financial analysis of the petition and it has been found to be compliant in both areas. The last petition before the Board was Horizon Schools and I would like to say up front that John Adams has a strong governance structure and financial support through Loomis Union School District.

First of all, I want to say it has been a pleasure to meet and discuss the petition with Dean Foreman. He has been timely in our requests and has a genuine passion and interest in serving the students under the school's charge. He has been forthright in our dealings and is dedicated to the mission of establishing the school. There is obviously parent interest and support of the school as evidenced by emails and their presence at our Board meetings.

I would be remiss if I didn't share the potential impacts of approving the petition on our district in the interest of full disclosure. None of the reasons I am going to share meets the legal definition to recommend denial of the petition, although the Board has the right to vote as their conscience guides.

The location the Academy has chosen is very close to the future location of one the district's elementary schools. This could have an impact on the enrollment at that future site and lead to confusion around which school is the District's and which is John Adams'. Also, due to the fact that students can attend charter schools without an interdistrict, it will be difficult to plan staffing based on the students transferring to the Academy, especially the year the school opens. Some of this can be lessened by having a strong relationship with the administration at John Adams and tracking student enrollment.

The Academy will have a definite financial impact on the district due to the location of the school within our district. This is very different than the charter that is currently held with Loomis Union School District. John Adam's current Roseville school is not located within Loomis' boundaries so there is no negative financial impact through student loss but Loomis gains financially through oversight fees. In our case, when a student transfers to John Adams from Western Placer, the funding to the district will go from approximately $7,000 down to $70. This will be somewhat offset by receiving approximately $70 for each student that attends from other districts, but the impact of student's in-district attending the Academy has to be noted. I asked if John Adams could limit their enrollment from our District as some charter schools do, but the Academy does not want to take this step and we cannot mandate they do it.

I saw the Board, in so many words, inquiring how the Academy can meet some of the financial goals they were discussing with the same funding we receive. Inquires have shown the academy does this by saving money in many areas compared to our district. They have no student transportation costs, they do not provide a breakfast and lunch program, the teachers are paid at different rate, the employees are not in the state retirement systems, but John Adams offers a 403(b), they provide $6,000 a year in health benefits to their employees and we provide $14,424 per employee, and they can choose to build schools under a different set of codes than we can just to name a few. This is not meant to be a negative list, but an explanation of the financial realities. In short, our district is mandated to serve every student in our geographical boundaries no matter their needs, and I feel we do an outstanding job.

With these impacts, I want to share I appreciate the method John Adam's administration approached the petition and assisted the District by indicating they would not seek facilities from our district to house their students. This would have been a huge impact on our District but John Adams has chosen not to burden the District in this way. In the end, the District is going to grow exponentially and the impact of the Academy will lessen as the years go on.

I have been asked what happens if the Board doesn't approve the petition tonight. The answer is, it would be appealed to the Placer County Board,

probably approved, and the county would have the oversight relationship with the school and receive 1% of the ADA. The school would still be in Lincoln, but we would not have a legal relationship to build a strong foundation between our two entities – that is one of the reasons I am recommending approval.

In summation, my recommendation is based on the legal framework the district must work within concerning charter school petitions. If approved, I look forward to a long mutually supportive, productive relationship with John Adams Academy Lincoln.

Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 4-1 (**Ayes**: *Armitage, Haley, Long, Wyatt,* **No:** *Carras*) vote to approve the John Adams Academy of Lincoln petition.

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

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

Carrie reviewed the budget assumptions, and reported we're looking at an increase of 89 students. The biggest change will be Cal STRs retirement increase, employers paid portion.

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

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

Michelle presented the vision screening contract for Dr. Melody Quenzer. Motion by Mr. Haley, seconded by Mr. Armitage, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) vote to approve the 2014-15 MCT Vision Screening Contraction.

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

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

Heather Steer presented a power point on the Facilities Master Plan update. She touched on the following:

- Background
  ~Improvements to existing schools
  ~New classrooms/schools needed to serve the future student population
- Facilities Needs Committee (FNC)
  ~Originally formed in 2010 and reformed in 2014 to assist in updating the FMP
  ~Principals, teachers, classified staff and parents from each school site.
  ~Considered site by site improvement needs and priorities
- FNC Recommendations
  ~General
  ~New Schools/New Development
  ~Funding
  ~Ongoing
- Improvements to Existing Schools
- New Development
- Original General Plan and 2050 General Plan
- The 2050 General Plan will require New Schools
  ~Elementary Schools – 17
  ~Middle Schools – 4
  ~High Schools – 2

Cathy Dominico presented the power point portion on funding for the Master plan:

- Funding Plan
  ~New Schools (Mitigation Agreements/School Facility Improvement District)
  ~Improvements to Existing School (State Funding/Local GO Bond)
  ~New Schools to Serve Original General Plan (State Funding/Local GO Bond)
- Implementation Plan
  ~Small GO bond in 2014 for new high school and improvements to Lincoln High – *Political climate/ financial constraints/ Leverage potential State bond*
  ~Larger GO bond in 2016 for improvements to all schools – *Presidential election with higher voter turn-out*
  ~SFID election in early 2015 – *For middle and high schools costs related to the villages.*

Roseann Johnson, a member of the facilities committee shared how the committee came together on presenting the needs for school sites. The committee felt the district should test the waters for a bond. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 to approve a local GO bond. A special meeting will be needed in July for the Bond, and the paperwork is due to the County by July 14, 2014.

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

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

Ryan Davis presented the Subject Matter Verification. PCOE continues to monitor Credentials. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 5-0 vote to approve the Subject Matter Verification Ed. Code 44258.3.

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

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

Heather Steer presented Lease-Lease Back agreement. Haley, Long approved 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve Lease-Lease Back Agreement with BRCO Constructors, Incl.

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

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

Heather Steer presented agreement for approval. Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) to approve agreement with D7 Roofing Services contractor.

10. BOARD OF TRUSTEES

10.1 FUTURE AGENDA ITEMS

4.1.10

Western Placer Unified School District
Regular Meeting of the Board of Trustees
June 17, 2014, 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA 95648

MINUTES

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

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

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

Others Present:
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Ryan Davis, Assistant Superintendent of Personnel Services
Michele Schultz, Interim Assistant Superintendent of Educational Services
Heather Steer, Facilities Coordinator
Rosemary Knutson, Secretary to the Superintendent
Jill Loya, Lincoln News Messenger

5:30 P.M. START

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

5:35 P.M.

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

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

2.2 **PERSONNEL**

a. **Public Employee Employment/Discipline/Dismissal/Release**
Public Employee – CL 13/14.4

b. **Public Employee Performance Evaluation**
Superintendent

4.1.1

2.3 INTERDISTRICT ATTENDANCE APPEAL

a. Interdistrict Request Appeal 14/15 - 35
b. Interdistrict Request Appeal 14/15 - 36
c. Interdistrict Request Appeal 14/15 - 37
d. Interdistrict Request Appeal 14/15 - 38
e. Interdistrict Request Appeal 14/15 – 39
f. Interdistrict Request Appeal 14/15 – 40
g. Interdistrict Request Appeal 14/15 – 41
h. Interdistrict Request Appeal 14/15 – 42
i. Interdistrict Request Appeal 14/15 – 43
j. Interdistrict Request Appeal 14/15 – 44

7:00 P.M.

3. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE– LHS Performing Arts Center

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

3.1 CONFERENCE WITH LABOR NEGOTIATOR

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

No action was taken

3.2 PERSONNEL

a. Public Employee Employment/Discipline/Dismissal/Release
Public Employee – CL 13/14.4

Mr. Armitage reported in closed session, the Board of Trustee took action to release one classified employee, CL 13/14.4. It was a 4-1 vote to release classified employee CL 13/14.4.

b. Public Employee Performance Evaluation
Superintendent

No action was taken.

3.3 INTERDISTRICT ATTENDANCE APPEAL

a. Interdistrict Request Appeal 14/15 - 35

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

b. Interdistrict Request Appeal 14/15 – 36

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

4.1.12

c. Interdistrict Request Appeal 14/15 - 37

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

d. Interdistrict Request Appeal 14/15 - 38

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

e. Interdistrict Request Appeal 14/15 – 39

Motion by Mr. Long, seconded by Mr. Haley, and passed by a 4-1 (**Ayes**: *Armitage, Carras, Haley, Long,* **No:** *Wyatt*) vote to deny transfer appeal.

f. Interdistrict Request Appeal 14/15 – 40

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 4-1 (**Ayes**: *Carras, Haley, Long, Wyatt,* **No:** *Armitage*) vote to deny transfer appeal.

g. Interdistrict Request Appeal 14/15 – 41

Motion by Motion by Mr. Haley, seconded by Mr. Long, and passed by a 4-1 (**Ayes**: *Carras, Haley, Long, Wyatt,* **No:** *Armitage*) vote to deny transfer appeal.

h. Interdistrict Request Appeal 14/15 – 42

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 4-1 (**Ayes**: *Carras, Haley, Long, Wyatt,* **No:** *Armitage*) vote to deny transfer appeal.

i. Interdistrict Request Appeal 14/15 – 43

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 4-1 (**Ayes**: *Carras, Haley, Long, Wyatt,* **No:** *Armitage*) vote to deny transfer appeal.

j. Interdistrict Request Appeal 14/15 – 44

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

4. CONSENT AGENDA

4.1 Approval of Meeting Minutes for:
- May 20, 2014 Regular Board of Trustee Meeting

4.2 Certificated Personnel Report
4.3 Classified Personnel Report
4.4 Document Tracking Services Licensing Agreement

4.1.13

4.5 Ratify contract between Schoology Inc. and WPUSD (Lincoln High School) July 1, 2014-June 30, 2015.
4.7 Student Discipline Stipulated Expulsion Students # 13/14-R
4.8 Mathematics K-5
4.9 Legal Services Contract between Law Firm Lozano Smith, LLP and Western Placer Unified School District for the 2014-15 School Year.
4.10 CARS/Consolidated Application
4.11 Approval of Modification to the District's Certificated Management Salary Schedule to Reflect a Minor Change for the Continuation High School Principal Position.

Ryan Davis requested 4.3 be pulled, and approved after 8.10. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) roll call vote to approve consent agenda as amended.

5. COMMUNICATION FROM THE PUBLIC

Mr. Tejeda, Parent of a denied transfer appeal. He spoke regarding his transfer being denied and his reasons for requesting a transfer.

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory, Jillian Loya was absent
6.2 Western Placer Teacher's Association, Tara McCroskey thanked the board, sharing there have been a lot of ups and downs. She thanked them for their service and support to the students. She also shared she will be WPTA President for two more years, and wished them a wonderful summer.
6.3 Western Placer Classified Employee Association, Mike Kimbrough was absent
6.4 Superintendent, Scott Leaman reported the following:

- Special board meeting July 1st at the District office at 4:00 p.m.
- Started summer office hours, they are posted on the website and recorder.
- Barrett Hess got a 4.4 million dollar career grant, his efforts are so much appreciated.
- Summer school started Monday morning
- Reported on new administrators – 4 new Directors, 3 Principals, & 1 Assistant Superintendent.
- There will be a new Administrator Orientation
- Wished everyone a good summer

7. PUBLIC HEARING

7.1 Public Hearing on 2014 School Facility Needs Analysis and Justification Study (SFNA)

Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect residential developer fees over-and-above the Level I rate established by the State Allocation Board. This fee is commonly referred to as a Level II Fee. In order to qualify to collect Level II Fees, the District must annually complete a School Facility Needs Analysis and Justification Study (SFNA) and have it adopted by the Board of Trustees.

4.1.14

Public hearing was open at 7:15. There being no questions from the public, the hearing was closed.

7.2 Public Hearing on 2014 School Facility Fee Justification Report
Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect the base rate for California schools as established by the State Allocation Board. This fee is referred to as a Level I Fees. Not only do Level I Fees give a statute for residential construction, but also for commercial construction. In order to qualify to collect Level I Fees, the District must bi-annually complete a School Facility Fee Justification Report and have it adopted by the Board of Trustees.

Public hearing was open at 7:17. There being no questions from the public, the hearing was closed.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Action **APPROVE RESOLUTION NO. 13/14.24 THE EDUCATION PROTECTION ACCOUNT AND SPENDING PLAN FOR 2014-15 – Kilpatrick** *(13-14 G & O Component I, II, III, IV, V)*

•Proposition 30, The School and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012 temporary increases that states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School district, county office of education, and charter school (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount.

Audrey Kilpatrick presented Resolution No. 13/14.24, which is generated from prop 30. It is required to be presented at a public meeting, showing where the money is being spent.

Motion by Mr. Carras, seconded by Mr. Haley, and passed by a 5-0 (**Ayes**: *Long, Armitage, Carras, Haley, Wyatt,* **No:** *None*) roll call vote to approve Resolution No. 13/14.24 the Education Protection Account and Spending Plan for 2014-15.

8.2 Action **ADOPTION OF RESOLUTION NO. 13/14.25 TO INCREASE FEES PER 2014 SCHOOL FACILITY FEE JUSTIFICATION REPORT – Steer** *(13-14 G & O Component I, II, III, IV, V)*

•Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect the base rate for California schools as established by the State Allocation Board. This fee is referred to as a Level I Fees. Not only do Level I Fees give a statute for residential construction, but also for commercial construction. In order to qualify to collect Level I Fees, the District must bi-annually complete a School Facility Fee Justification Report and have it adopted by the Board of Trustees.

4.1.15

Heather Steer presented Resolution No. 13/14.25 approving fee increase. The biggest change will be in the commercial fees. Motion by Mr. Long, seconded by Mr. Armitage, and passed by a roll call (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve Resolution No. 13/14.25 increasing fees per 2014 School Facility fee Justification Report.

8.3 Action

ADOPTION OF RESOLUTION NO. 13/14.26 TO ADJUST DEVELOPER FEES PER 2013 SCHOOL FACILITY NEEDS ANALYSIS AND JUSTIFICATION STUDY – **Steer** *(13-14 G & O Component I, II, III, IV, V)*

- Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect residential developer fees over-and-above the Level I rate established by the State Allocation Board. This fee is commonly referred to as a Level II Fee. In order to qualify to collect Level II Fees, the District must annually complete a School Facility Needs Analysis and Justification Study (SFNA) and have it adopted by the Board of Trustees.

Heather Steer presented Resolution No. 13/14.26 to adjust developer fees. Current fees are at 4.00, and will be going 4.38. Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 roll call (**Ayes**: *Carras, Haley, Long, Armitage, Wyatt,* **No:** *None*) vote to approve Resolution No. 13/14.26 to adjust Developer Fees per 2013 School Facility Needs Analysis and Justification Study.

8.4 Action

RESOLUTION NO. 13/14.27 TO APPROVE THE ANNUAL ADJUSTMENT OF COMMUNITY FACILITY DISTRICT MELLO-ROOS RATES FOR CFD #1 AND CFD #2 – **Steer** *(13-14 G & O Component I, II, III, IV, V)*

- Annually Annually the rates for fee calculations for Mello-Roos tax within the Western Placer Unified School District's Community Facilities Districts #1 and #2 are adjusted in coordination with the California Construction Cost Index (CCCI), utilizing the annual percentage increase or decrease for the most recent full calendar year as the standard. As of December 2013, there was an increase in the Construction Cost Index of 2.3%. This will increase the rates within CFD #1 to $6.33 per square foot and CFD #2 to 0.5071 per square foot respectively. Both districts observe a cap of 2,200 square feet per residential unit that can be charged. If approved, these rate increases will be in effect beginning July 1, 2014 and continue through the 2014-15 Fiscal Year.

Heather Steer presented Resolution No. 13/14.27 approving Mello-Roos Rates, looking at a 2.3% increase. Motion by Mr. Carras, seconded by Mr. Long, and passed by a 5-0 roll call (**Ayes**: *Haley, Long, Armitage, Carras Wyatt,* **No:** *None*) vote approving Resolution No. 13/14.27 the annual adjustment of Community Facility District Mello-Roos rates for CFD #1 and CFD #2.

4.1.16

8.5 Information **FINAL REPORT OF PROJECT FIT KIDS! – Schuetz** *(13-14 G & O Component I, II, III, IV, V)*

•Western Placer Unified School District was awarded a grant of $17,199 from the Placer Community Foundation to improve health and wellness of the District's students. The grant focused on students in 5th, 7th, and 9th grade by adding a fall Physical Fitness assessment, helping students set goals for improvement in the areas of Aerobic Capacity and Body Composition, choose a partner for encouragement, and to monitor their progress toward their goals. A requirement of the grant is to write a final report of the progress made in the project.

Michelle Schuetz presented the Project Fit Kids final report.

8.6 Action **PLACER COMMUNITY YOUTH DEVELOPMENT GRANT – Schuetz/Kilpatrick** *(13-14 G & O Component I, II, III, IV, V)*

• The Placer Community Foundation is offering a Mini-Grant for Youth Development targeting ages 14-21. In order to sustain our incentives for Project Fit Kids, help the schools implement Character Building Programs, and expand our services for social emotional support we are looking for grants and partnerships to help us meet the goal of the Wellness Committee to improve student wellness, including physical fitness. The grant will fund incentives, targeting middle school through high school, for students meeting physical fitness goals and meeting goals built into the Character Development programs.

Michelle Schuetz presented the grant for approval. Motion by Mr. Haley, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve grant as presented.

8.7 Action **2014-15 WESTERN PLACER UNIFIED SCHOOL DISTRICT LCAP BUDGET ADOPTION – Scott/Kilpatrick/Schuetz** *(13-14 G & O Component I, II, III, IV, V)*

• The District has prepared the 2014-15 Local Control Accountability Plan (LCAP) for board review and approval. Adoption of the LCAP (and LCAP annual updates in subsequent years) shall be at the same meeting but prior to the adoption of the annual budget. *(EC 42127 and 52062).* The adopted budget should include expenditures necessary to implement the LCAP or the annual update to a LCAP that is effective during the subsequent fiscal year.

Mr. Leaman reported on the LCAP, and all that was involved to get it completed. Audrey Kilpatrick reported there were a couple of changes from the last time it was brought before the board, which included moving class size reduction to 2016-17, and changes with separating funds. Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve the 2014-15 Western Placer Unified School District LCAP Budget Adoption.

8.8 Action **2014-15 WESTERN PLACER UNIFIED SCHOOL DISTRICT BUDGET ADOPTION – Scott/Kilpatrick/Schuetz** *(13-14 G & O Component I, II, III, IV, V)*

4.1.17

•By June 30th of each year, the school district must adopt a budget for all funds for the ensuring fiscal year. Prior to adoption of the budget, the Board must conduct a public hearing. This is in accordance with state prescribed procedures for single budget adoption, which require that the budget be adopted and submitted to the County Office of Education on state required forms by June 30th. The 2014-15 Budget establishes expenditure authority for the district to conduct business in the coming year.

Audrey Kilpatrick presented and reviewed slides on the 2014-15 Adopted Budget. She reported districts are required to present the budget for board approval.
Motion by Mr. Carras, seconded by Mr. Haley, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*)

8.9 Discussion/ Action

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

•The current contract for the Director of Maintenance and Operations expires on June 30, 2014. District administration is recommending a two year contract for the Director of Maintenance and Operations which is a Senior Management of the Classified Service Position pursuant with Education Code sections 45100.5 and 45108.5. This contract also reflects an increase in the salary to be commensurate with other classified management Directors and reflects that the District will no longer be making the employees PERS contributions similar to the recent change for other classified management employees.

Mrs. Wyatt read the following:
I would like to make a statement about the next few items in the board packet

This has been a year of change in our administration. The district has had three people at the director level and above accept jobs outside the district, including our Deputy Superintendent. I would like to note that all three left for higher salaries.

Tonight we are taking action on three individuals to maintain stability for the district. Curtis Stizzo's contract expires June 30 2014 and the board will consider retaining him with a competitive salary. The Board will also consider the promotion of Heather Steer to Director of Facilities with a corresponding salary and work year. With major facility activity taking place in Lincoln, the district cannot afford to be short sighted in this area. Finally, the Board will consider moving Scott Leaman's compensation on par with the average of the same districts we use for employee comparisons. Longevity is also being added to Scott's contract, just as all other represented employees have in some form. It should also be noted that Scott's contract is being modified in the area of health benefits to include the same benefit cap as all other employees as of July 1, 2014.

4.1.18

On a personal note, I have been with Western Placer Unified School District for 37 years as a teacher and counselor and the last four years as a school board member. I have worked with seven superintendents. Scott Leaman by far is the most outstanding superintendent we have ever had in my tenure. He has brought consistent leadership to our district whether it is working with our district employees, the City of Lincoln or at the County level. Scott has brought stability and trust our leadership for WPUSD.

Ryan Davis shared the there has been a tremendous turn over in Human Resources, but feels confident with the new hires. Curtis Stizzo has been with the district for 5 years, this does include increase in salary. Administration recommends approval of the contract.

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve the contract for Director of Maintenance and Operations, to reflect the increase in the salary schedule.

8.10 Discussion/ Action **CONSIDER APPROVING NEW JOB DESCIPTION FOR DIRECTOR OF FACILITIES AND THE UPDATED SALARY SCHEDULE FOR CLASSIFIED MANAGEMENT TO INCLUDE THE NEW POSITION – Davis** *(13-14 G & O Component I, II, III, IV, V)*

- As a part of the ongoing review of job descriptions and the needs of the school sites and the District and in light of the significant impact of the increased facilities needs of the District and increased development in the city of Lincoln, there exists a need to approve a new job description for the "Director of Facilities" position which is necessary to meet the very important increase facilities needs of the District.

Ryan Davis presented new job description for Director of Facilities along with an increase in the salary schedule, which will include the Mental Health Specialist position increase. Motion by Mr. Haley, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve the new job description for Director of Facilities and the updated salary schedule for Classified Management to include the new position.

The Motion by Mr. Haley, seconded by Mr. Carras, and passed by a 5-0(**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) roll call vote also included the approval of consent agenda item 4.3 Classified Personnel Report.

8.11 Discussion/ Action **CONSIDER APPROVING THE UPDATED SUPERINTENDENT'S CONTRACT – Davis** *(13-14 G & O Component I, II, III, IV, V)*

- The Board greatly values highly competent and consistent leadership from the District Administration. In light of the recent departure of our Deputy Superintendent along with several other key administrators, the Board has

requested a review of the Superintendent's contract to ensure that contract is placed at a competitive level in terms of compensation.

Ryan Davis presented the updated Superintendent's contract for approval. Motion by Mr. Carras, seconded by Mr. Haley, and passed by 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) roll call vote to approve the updated Superintendents contract.

Mr. Carras read evaluations from the past 3 years. The board also shared special appreciation for Mr. Leaman leadership to the district.

Mr. Leaman shared he is humbled by the boards comments. He shared he is currently the longest running superintendent in Placer County, and really appreciates the board for action that was taken tonight.

8.12 Action **APPROVAL OF AMENDED ADMINISTRATIVE REGULATION 1330 "USE OF SCHOOL FACILITIES" – Kilpatrick** *(13-14 G & O Component I, II, III, IV, V)*

- An amended copy of Administrative Regulation 1330, "Use of School Facilities" is attached for the Board's approval. The Schedule of Fees has been updated to reflect the greater of last year's actual and the current year projected actual.

Audrey Kilpatrick presented the revised Administrative Regulation 1330, Use of School Facilities for fee changes. Motion by Mr. Carras, seconded by Mr. Haley, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve the revised Administrative Regulation 1330 "Use of School Facilities".

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley had no comments, other than it was a good meeting.
Mr. Long also shared it was a good meeting.
Mr. Armitage excited that school is out, no homework. The PHS ceremony was great.
Mr. Carras complement the board for their support, kudos to the board.
Mrs. Wyatt LHS graduation came and went, it was great.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

4.1.20

- **July 1, 2014** 4:00 P.M., Special Meeting of the Board of Trustee – District Office – Zebra Room
- **August 5, 2014** 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School Performing Arts Theater
- **August 19, 2014** 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School Performing Arts Theater

11. ADJOURNMENT

There being no further business the meeting was adjourned at 8:25 p.m.

Kris Wyatt, President

Damian Armitage, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

4.1.21

Western Placer Unified School District

Special Board Meeting of the Board of Trustees

July 1, 2014, 4:00 P.M.

DISTRICT OFFICE – Fourth Floor, Zebra Room

600 Sixth Street, Suite 400 Lincoln, CA 95648

MINUTES

2012-2013 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

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

Others Present:
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Ryan Davis, Assistant Superintendent of Personnel Services
Michele Schultz, Interim Assistant Superintendent of Educational Services
Heather Steer, Facilities Coordinator
Rosemary Knutson, Secretary to the Superintendent

4:00 P.M. START

1. **CALL TO ORDER** – District Office Zebra Room

4:05 P.M.

2. **CLOSED SESSION** – District Office Personnel Conference Room

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

   2.2 **PERSONNEL**
   PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

4:20P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – Zebra Room
   The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1.22

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 DISCIPLINE/DISMISSAL/RELEASE

No action was taken

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

5. ♦ACTION ♦DISCUSSION ♦INFORMATION

5.1 Action **APPROVE RESOLUTION NO. 14/15.2 TO CALL FOR GENERAL OBLIGATION BOND FOR NOVEMBER 4, 2014 ELECTION – Steer** *(12-13 G & O Component I, II, III, IV, V)*

•Staff has presented the Board with an updated Facilities Master Plan which shows the need for additional high school facilities in order to accommodate the imminent growth of the student population. Not only does this constitute additions and modernization to Lincoln High School, but also to begin immediate planning for construction of a new high school on the District owned property located within the Twelve Bridges development area.

Cathy Deminco with Capital Public Financing presented the General Bond process and a brief description of how to present a bond conservatively. Mr. Leaman shared information received from the last bond, and shared the district is looking at a strategic campaign. The last identical campaign showed 64%, so we need a strategic campaign, but not one that takes over every ones lives. It would consist of voter quadrants; low cost mailers; which are a good outreach, phone banks are not good. Getting the message out, and start a foundation to get good information out. This is going to very strategic with the desire to have the bond pass.

Paul Long recommended having a class at LHS to do community service, class of 20 students, this would build support between WPUSD and Sun City, make the community service class a requirement.

Brian Haley shared the Library Committee would be a good resource. Make Brian Haley a Library Committee representative for WPUSD. Election cost would be?

Also present were Dan Morucha, a Partner of Lozano Smith, and Shawn Mick, who work with Public Financing. Mr. Morucha discussed the purpose of the Resolution being presented. This resolution is to ask voters for their permission, the cost would be $69.00 max as per propr59.

Motion by Mr. Carras, seconded by Mr. Haley, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve the Resolution to call for a general obligation bond for the November 4, 2014 election.

6. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **August 5, 2014** 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln High School Performing Arts Theater
- **August 19, 2014** 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln High School Performing Arts Theater

7. ADJOURNMENT

There being no further business the meeting is adjourned at 5:20 p.m.

Kris Wyatt, President

Damian Armitage, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:
Ayes:
Noes:
Absent:

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

4.1.24

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:
August 5, 2014

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the June 3, 2014 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 06/13/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85378016	06/13/2014	AT&T	01-5560	3,543.81	
			13-5560	96.86	
			21-5560	55.78	3,696.45
85378017	06/13/2014	PACIFIC GAS & ELECTRIC CO	01-5510		1,545.80
85378018	06/13/2014	Cristina M. Dobon-Claveau	01-5200		702.98
85378019	06/13/2014	James M. Houck	01-5200		25.76
85378020	06/13/2014	Keshila R. Jones	01-5821		21.00
85378021	06/13/2014	Rosemary Knutson	01-4300	31.92	
			01-5200	11.20	43.12
85378022	06/13/2014	Kevin D. Kurtz	01-4300		79.99
85378023	06/13/2014	Tracey N. Lillie	01-4300	95.75	
			01-5200	98.00	
			11-5200	30.80	224.55
85378024	06/13/2014	Holli A. Little	01-4300		13.97
85378025	06/13/2014	Lena R. Medina	01-5200		110.74
85378026	06/13/2014	Kari L. O'Toole	01-5800		300.00
85378027	06/13/2014	Amber N. Sanderson	01-5200		112.39
85378028	06/13/2014	Michele W. Schuetz	01-4300		24.96
85378029	06/13/2014	Rachel A. Scontriano	01-5200		20.16
85378030	06/13/2014	247SECURITY INC.	01-5600		220.13
85378031	06/13/2014	ALEJANDRO VELASCO	01-5800		456.28
85378032	06/13/2014	ALL ELECTRIC MOTORS INC	01-4400		1,120.49
85378033	06/13/2014	APPLE INC.	01-4300	193.45	
			01-4400	1,376.91	1,570.36
85378034	06/13/2014	APPROVED SAFE & LOCK	01-4300	56.86	
			01-5600	59.16	116.02
85378035	06/13/2014	B.Z. SERVICE STATION	01-5600		793.00
85378036	06/13/2014	BANK OF AMERICA #0187	01-4300		1,083.63
85378037	06/13/2014	CAPITOL PUBLIC FINANCE GROUP	01-5800	300.00	
			21-5800	19,350.00	19,650.00
85378038	06/13/2014	CHEVRON	01-4350		632.49
85378039	06/13/2014	CROWE HORWATH LLP	01-5811		20,700.00
85378040	06/13/2014	DEPT. OF INDUSTRIAL RELATIONS	01-5800		250.00
85378041	06/13/2014	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,457.49
85378042	06/13/2014	ESS ENVIRONMENTAL	01-5800		848.50
85378043	06/13/2014	FERGUSON ENTERPRISES #686	01-4300		47.06
85378044	06/13/2014	FLEX-PLAN SERVICES, INC.	01-5800		143.00
85378045	06/13/2014	GARY CARUSO DBA - GC CONSULTING	21-5800		350.00
85378046	06/13/2014	GEARY PACIFIC SUPPLY	01-5600		3,660.26
85378047	06/13/2014	GOLD COUNTRY CLASSIFIED INC.	01-5800		206.00
85378048	06/13/2014	GRAINGER .	01-4300		171.31
85378049	06/13/2014	INNOVATION WIRELESS LLC	01-4300		729.03
85378050	06/13/2014	JANE JOHNSON SPEECH THERAPY, INC.	01-5800		12,682.50
85378051	06/13/2014	JIVE COMMUNICATIONS, INC.	01-5560		151.43

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

Checks Dated 06/13/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85378052	06/13/2014	KIMBERLY SHOOK	01-5800		268.80
85378053	06/13/2014	KRONICK MOSKOVITZ TIEDEMANN	01-5810		5,676.10
85378054	06/13/2014	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		666.25
85378055	06/13/2014	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		3,864.00
85378056	06/13/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,027.00
85378057	06/13/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		100.20
85378058	06/13/2014	PCOE - PLACER CO OFFICE OF ED	01-4300		196.00
85378059	06/13/2014	RAINFORTH GRAU ARCHITECTS	21-5800	2,765.82	
			35-6200	23,200.00	25,965.82
85378060	06/13/2014	RAY MORGAN CO. / CHICO	01-5600		29.00
85378061	06/13/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		405.40
85378062	06/13/2014	RIEBES AUTO PARTS	01-4365		2,008.10
85378063	06/13/2014	RSD - REFRIGERATION SUPPLIES	01-4300		463.34
85378064	06/13/2014	RYLAND SCHOOL BUSINESS CONSULTING	01-5800		4,355.00
85378065	06/13/2014	SACRAMENTO AUTOGLASS	01-4365		146.70
85378066	06/13/2014	SOLON FIRE CONTROL	01-5800		1,071.35
85378067	06/13/2014	STATE OF CALIFORNIA - DOJ	01-5821		128.00
85378068	06/13/2014	TAG / AMS INC	01-5800		260.00
85378069	06/13/2014	THE CLEANING PEOPLE	01-4400		13,737.86
85378070	06/13/2014	UNIVERSAL SPECIALTIES, INC.	01-4300		38.34
85378071	06/13/2014	US BANK CORP TRUST SERVICE	49-5800		1,100.00
85378072	06/13/2014	WESTERN PLACER WASTE	01-5540		133.02
85378073	06/13/2014	ZEP SALES & SERVICE	01-4300		1,181.93
85378074	06/13/2014	Katie L. Bender	01-4300		37.07
85378075	06/13/2014	Karen J. Sherry	01-4300		10.98
85378076	06/13/2014	Ashlie A. Snider	01-4300	26.88	
			01-5200	10.08	36.96
85378077	06/13/2014	"DANIELSEN COMPANY, THE"	13-4380	38.10	
			13-4710	2,798.77	2,836.87
85378078	06/13/2014	D & P CREAMERY	13-4710		13,075.85
85378079	06/13/2014	MISSION UNIFORM SERVICE INC	13-4300		660.68
85378080	06/13/2014	PIZZA GUYS	13-4710		370.03
85378081	06/13/2014	S & S WORLDWIDE	01-4300		42.53
85378082	06/13/2014	SCHOOL SPECIALTY INC	01-4300		6,594.26
85378083	06/13/2014	KELLEY STAUFFER	13-4710		52.71
85378084	06/13/2014	MATTHEW BINNING	73-5850		200.00
85378085	06/13/2014	PERRIE SALEH	73-5850		1,000.00
85378086	06/13/2014	Mark W. Bryant	01-4300		70.95
85378087	06/13/2014	Jamie-Marie F. Cruice	01-4300		91.61
85378088	06/13/2014	Maaria R. Franzen	01-4300		75.25
85378089	06/13/2014	Elizabeth A. Hexberg	11-4300		29.44
85378090	06/13/2014	Kelly J. Kornacki-Castillo	01-4300		101.98
85378091	06/13/2014	Flavia E. McGinley	01-5200		50.00

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

Checks Dated 06/13/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85378092	06/13/2014	Melissa A. Munno	01-4300		38.00
85378093	06/13/2014	Tracy L. Pellegrino	01-4300		50.00
85378094	06/13/2014	Karen A. Roberts	01-5200		8.96
85378095	06/13/2014	Noemi Vargas	01-4300		42.00
85378096	06/13/2014	Darlene R. Wenger	01-4300		137.57
85378097	06/13/2014	APPLE INC.	01-4400		107.45
85378098	06/13/2014	BURKETT'S OFFICE	01-4300		2,829.62
85378099	06/13/2014	CELEBRATIONS	01-5600		1,618.83
85378100	06/13/2014	DEVELOPMENTAL STUDIES CENTER	01-4300		450.45
85378101	06/13/2014	DIRECT PRESS 2	01-4300		697.05
85378102	06/13/2014	EATON INTERPRETING SVCS INC	01-4300		210.00
85378103	06/13/2014	FOLLETT LIBRARY RESOURCES	01-4200		1,493.40
85378104	06/13/2014	FRANKLIN COVEY CO	01-5800		511.43
85378105	06/13/2014	MJB WELDING SUPPLY, INC.	01-4300		312.05
85378106	06/13/2014	ORIENTAL TRADING COMPANY INC	01-4300	130.54	
			Unpaid Sales Tax	7.58-	122.96
85378107	06/13/2014	RAY MORGAN CO. / CHICO	01-5600		12.76
85378108	06/13/2014	READ NATURALLY INC.	01-4300	2,425.20	
			Unpaid Sales Tax	154.80-	2,270.40
85378109	06/13/2014	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85378110	06/13/2014	RIEBES AUTO PARTS	01-4300		28.56
85378111	06/13/2014	SAFEWAY INC	01-4300		189.53
85378112	06/13/2014	SCHOLASTIC BOOK CLUBS	01-4200		101.00
85378113	06/13/2014	SCHOLASTIC MAGAZINE	01-4300		601.26
85378114	06/13/2014	SIERRA HAY & FEED	01-4300		109.15
85378115	06/13/2014	STAPLES ADVANTAGE	01-4300		454.84
85378116	06/13/2014	SULLIVAN SUPPLY	01-4400		1,247.50
85378117	06/13/2014	SUNSPLASH/GOLFLAND	01-5800		2,997.00
85378118	06/13/2014	TROXELL COMMUNICATIONS	01-4400	134.38	
			Unpaid Sales Tax	9.38-	125.00
85378119	06/13/2014	U.S. BANK NATIONAL ASSOCIATIONU.S. BANCORP PURCHASING CARD	01-4300	76.87	
			01-5800	195.00	
			21-4300	15.11	286.98
85378120	06/13/2014	WESTERN BLUE AN NWN COMPANY	01-4400		1,877.90
85378121	06/13/2014	WIESER EDUCATIONAL MISSION PUBLICATIONS	01-4300		439.22
85378122	06/13/2014	Janeth Zamora	01-5800		250.00
85378123	06/13/2014	Jim & Jaime Knacke	01-8699		191.50
85378124	06/13/2014	Maria Magana	01-5800		250.00
85378125	06/13/2014	Mathew Binning	01-5800		350.00
85378126	06/13/2014	Mr. & Mrs. Edward Kerry	01-8699		1,000.00
85378127	06/13/2014	Nicole Wise	01-8699		164.00
		Total Number of Checks	**112**		**184,831.60**

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

Checks Dated 06/13/2014

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

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	101	119,813.41
11	Adult Education Fund	2	60.24
13	Cafeteria Fund	6	17,093.00
21	Building Fund #1	5	22,536.71
35	Schools Facilities (Prop 1A)	1	23,200.00
49	Mello Roos Capital Projects	1	1,100.00
73	Foundation Trust	2	1,200.00
	Total Number of Checks	112	185,003.36
	Less Unpaid Sales Tax Liability		171.76-
	Net (Check Amount)		**184,831.60**

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

Checks Dated 06/20/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85379517	06/20/2014	CITY OF LINCOLN	01-5540	4,915.22	
			01-5550	4,170.70	
			01-5570	22,640.24	31,726.16
85379518	06/20/2014	CITY OF LINCOLN / PG&E REIMB	01-5510		2,567.77
85379519	06/20/2014	PACIFIC GAS & ELECTRIC CO	01-5510		110,082.20
85379520	06/20/2014	SPURR	01-5530		5,443.92
85379521	06/20/2014	Carrie L. Carlson	01-5200		21.00
85379522	06/20/2014	CARNEGIE LEARNING, INC.	01-4100		3,588.20
85379523	06/20/2014	CREATIVE NOTEBOOK SOLUTIONS	01-4300	122.55	
			Unpaid Sales Tax	8.55-	114.00
85379524	06/20/2014	CSU EAST BAY CASHIER'S OFFICE SA1200	01-5200		3,850.00
85379525	06/20/2014	EBSCO INDUSTRIES INC.	01-4100		3,495.00
85379526	06/20/2014	ELECTRONIX EXPRESS	01-4300	827.65	
			Unpaid Sales Tax	54.05-	773.60
85379527	06/20/2014	FISHER SCIENTIFIC	01-4100	139.23	
			01-4300	122.85	262.08
85379528	06/20/2014	LOWE'S	01-4300		1,492.83
85379529	06/20/2014	LOZANO SMITH, LLP	01-5810		1,128.50
85379530	06/20/2014	MISSION UNIFORM SERVICE INC	01-4300	71.12	
			01-5800	1,436.99	1,508.11
85379531	06/20/2014	PROJECT LEAD THE WAY INC	01-4100		3,596.95
85379532	06/20/2014	RICK TROW PRODUCTIONS INC THE CAREER GAME	01-4300	1,102.09	
			Unpaid Sales Tax	70.34-	1,031.75
85379533	06/20/2014	SCHOOL INNOVATION & ACHIEVEMENT	01-5800		9,800.00
85379534	06/20/2014	TROXELL COMMUNICATIONS	01-4300	1,250.00	
			01-4400	525.00	1,775.00
85379535	06/20/2014	WARD'S NATURAL SCIENCE	01-4100	54.14	
			01-4300	189.10	243.24
85379536	06/20/2014	Michael J. Doherty	01-4300		261.35
85379537	06/20/2014	Sandra B. Hackbarth	01-4300		56.88
85379538	06/20/2014	Laurel G. Maynard	01-4300		30.16
85379539	06/20/2014	Karen A. Roberts	01-4300		44.84
85379540	06/20/2014	ADD SOME CLASS	01-4300		954.07
85379541	06/20/2014	AIRGAS	01-4300		61.34
85379542	06/20/2014	ATHLETICS UNLIMITED	01-4300		1,993.60
85379543	06/20/2014	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		521.92
85379544	06/20/2014	CALTRONICS BUSINESS SYSTEMS	01-5600		479.47
85379545	06/20/2014	CELEBRATIONS	01-5600		465.00
85379546	06/20/2014	COOKS PORTABLE TOILETS	01-5600		25.00
85379547	06/20/2014	DE LAGE LANDEN	01-5600		336.37
85379548	06/20/2014	DEMCO MEDIA	01-4300		35.43
85379549	06/20/2014	FOLLETT LIBRARY RESOURCES	01-4200		54.72
85379550	06/20/2014	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		1,318.35
85379551	06/20/2014	LIFETOUCH NSS ACCOUNTS RECEIVABLE	01-4300		923.48

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

Checks Dated 06/20/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85379552	06/20/2014	LINCOLN HIGH SCHOOL	01-4300		210.00
85379553	06/20/2014	LINCOLN NEWS MESSENGER	01-4300		52.00
85379554	06/20/2014	NATIONAL GEOGRAPHIC EXPLORER	01-4300		148.50
85379555	06/20/2014	OFFICE DEPOT	01-4300		4.17
85379556	06/20/2014	ORIENTAL TRADING COMPANY INC	01-4300	55.55	
			Unpaid Sales Tax	3.18-	52.37
85379557	06/20/2014	PCOE - PLACER CO OFFICE OF ED	01-5200		700.00
85379558	06/20/2014	PIZZA GUYS	01-4300		599.42
85379559	06/20/2014	PLACER COUNTY WATER AGENCY	01-4300		399.88
85379560	06/20/2014	RAY MORGAN CO. / CHICO	01-5600		249.61
85379561	06/20/2014	REGENTS OF UC DAVIS OFFICE OF CONTINUING MEDICAL EDUCATION	01-5200		175.00
85379562	06/20/2014	REIBIN'S INFLATE THE FUN INC	01-4300		1,980.00
85379563	06/20/2014	SACRAMENTO CO OFFICE OF ED.	01-5200		275.00
85379564	06/20/2014	SCHOOLOGY	01-4300	5,040.00	
			01-5800	2,805.00	7,845.00
85379565	06/20/2014	SPORT CHALET	01-5800		2,749.97
85379566	06/20/2014	STAPLES ADVANTAGE	01-4300	98.68	
			01-5800	161.20	259.88
85379567	06/20/2014	THE COLLEGE BOARD	01-5200		2,975.00
85379568	06/20/2014	TROXELL COMMUNICATIONS	01-4300		121.48
85379569	06/20/2014	TURNING TECHNOLOGIES	01-4300		662.85
85379570	06/20/2014	Niccolo Latthium	01-5800		300.00
85379571	06/20/2014	D & P CREAMERY	13-4710		1,442.14
85379572	06/20/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		526.40
		Total Number of Checks		**56**	**211,790.96**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	54	209,958.54
13	Cafeteria Fund	2	1,968.54
	Total Number of Checks	**56**	211,927.08
	Less Unpaid Sales Tax Liability		136.12-
	Net (Check Amount)		**211,790.96**

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

Checks Dated 06/27/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85380913	06/27/2014	RAY MORGAN CO. / CHICO	01-9340		3,585.51
85380914	06/27/2014	PACIFIC GAS & ELECTRIC CO	01-5510		2,211.66
85380915	06/27/2014	Jacqueline S. Banderas	01-4300		285.90
85380916	06/27/2014	Kelle D. Le Beau	01-4300		101.52
85380917	06/27/2014	Holli A. Little	01-4300		11.48
85380918	06/27/2014	Scott E. Pickett	01-4300		120.85
85380919	06/27/2014	Melissa B. Willes	01-4300	130.26	
			12-4300	158.23	288.49
85380920	06/27/2014	ANDERSONS SCHOOL SPIRIT	01-4300	1,411.38	
			Unpaid Sales Tax	98.47-	1,312.91
85380921	06/27/2014	APPLE INC.	01-4400		622.43
85380922	06/27/2014	B&H PHOTO VIDEO	01-4300	349.04	
			01-4400	2,185.87	
			Unpaid Sales Tax	176.86-	2,358.05
85380923	06/27/2014	BANK OF AMERICA #2696	01-4200	1.99-	
			01-4300	3,786.47	
			01-5800	115.90	3,900.38
85380924	06/27/2014	CA ASSOCIATION FOR THE GIFTED	01-5200		1,875.00
85380925	06/27/2014	DE LAGE LANDEN	01-5600		126.04
85380926	06/27/2014	DISCOVERY OFFICE SYSTEMS	01-4300	336.71	
			01-5600	444.53	781.24
85380927	06/27/2014	OFFICE DEPOT	01-4300		257.41
85380928	06/27/2014	PURCHASE POWER	01-4300		990.44
85380929	06/27/2014	STAPLES ADVANTAGE	01-4300		166.35
85380930	06/27/2014	Leah M. Contaxis	01-5200		47.04
85380931	06/27/2014	Therese M. Dorow	01-4300		9.54
85380932	06/27/2014	Kevin D. Kurtz	01-4300		69.86
85380933	06/27/2014	Scott M. Leaman	01-5200		21.00
85380934	06/27/2014	ALESSANDRO ELECTRIC, INC.	21-5800		270.00
85380935	06/27/2014	ATTAINMENT COMPANY INC	01-4300		671.85
85380936	06/27/2014	AUBURN TROPHIES	01-4300		616.08
85380937	06/27/2014	AVID CENTER	01-5800		6,970.00
85380938	06/27/2014	BANK OF AMERICA #0187	01-4300	1,250.05	
			01-5200	161.69	1,411.74
85380939	06/27/2014	C & S TELECOMMUNICATIONS INC	01-5600		330.00
85380940	06/27/2014	DARRELL HASKINS ENTERTAINMENT	01-5800		1,200.00
85380941	06/27/2014	DISCOVERY OFFICE SYSTEMS	01-5600		25.66
85380942	06/27/2014	ESS ENVIRONMENTAL	35-6200		497.50
85380943	06/27/2014	FAR WEST RENTS & READY MIX	01-5600		128.20
85380944	06/27/2014	GLO GERM COMPANY	01-4300		122.75
85380945	06/27/2014	GOLD COUNTRY CLASSIFIED INC.	25-5800		451.00
85380946	06/27/2014	GRAINGER .	01-4300		806.25
85380947	06/27/2014	K S TELECOM INC	01-4300	6,366.00	
			01-5800	8,538.00	14,904.00
85380948	06/27/2014	LEARNING SOLUTIONS INC	01-5800		8,209.29
85380949	06/27/2014	LOZANO SMITH, LLP	01-5810		555.00

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

Checks Dated 06/27/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85380950	06/27/2014	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		3,679.90
85380951	06/27/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		1,152.00
85380952	06/27/2014	O'REILLY'S AUTO PARTS O'REILLY AUTOMOTIVE, INC.	01-4300		10.08
85380953	06/27/2014	OFFICE DEPOT	01-4300		865.43
85380954	06/27/2014	PITNEY BOWES CREDIT CORP ACCOUNT #16271873867	01-5600		1,996.00
85380955	06/27/2014	PLACER LEARNING CENTER	01-5800		34,061.37
85380956	06/27/2014	PLATT ELECTRIC SUPPLY, INC.	01-4300		100.07
85380957	06/27/2014	RAPID ROOTER	01-5800		500.00
85380958	06/27/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	585.64	
			01-7438	28.29	
			01-7439	414.71	1,028.64
85380959	06/27/2014	ROSEVILLE JOINT UHS DISTRICT	01-5200		1,000.00
85380960	06/27/2014	SAC VAL JANITORIAL SALES	01-4300		378.87
85380961	06/27/2014	SIERRA OFFICE SUPPLIES &	01-4300		465.18
85380962	06/27/2014	SIG EMPLOYEE BENEFITS TRUST	76-9554		594,723.15
85380963	06/27/2014	SUTTER MEDICAL FOUNDATION	01-5800		170.00
85380964	06/27/2014	THE COLLEGE BOARD	01-5800		22,650.00
85380965	06/27/2014	THE SACRAMENTO BEE	01-5800		733.00
85380966	06/27/2014	TRANE	01-4300		160.44
85380967	06/27/2014	WEATHERPROOFING TECHNOLOGIES	01-5600		927.19
85380968	06/27/2014	ZEP SALES & SERVICE	01-4300		2,057.01
85380969	06/27/2014	D & P CREAMERY	13-4710		283.95
85380970	06/27/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		900.00
85380971	06/27/2014	MISSION UNIFORM SERVICE INC	13-4300		165.17
85380972	06/27/2014	PROPACIFIC FRESH	13-4710		82.74
85380973	06/27/2014	ISITE SOFTWARE	01-4300	422.75	
			13-4300	422.75	845.50
		Total Number of Checks		**61**	**725,248.11**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	53	127,568.95
12	Child Development Fund	1	158.23
13	Cafeteria Fund	5	1,854.61
21	Building Fund #1	1	270.00
25	Capital Facilities Fund	1	451.00
35	Schools Facilities (Prop 1A)	1	497.50
76	Payroll Fund	1	594,723.15
	Total Number of Checks	**61**	725,523.44
	Less Unpaid Sales Tax Liability		275.33-
	Net (Check Amount)		**725,248.11**

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.

4.2.8

Checks Dated 07/11/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85382090	07/11/2014	PACIFIC GAS & ELECTRIC CO	01-5510		12,435.66
85382091	07/11/2014	WAVE DIVISION HOLDINGS	01-5560		7,525.77
85382092	07/11/2014	PROPACIFIC FRESH	13-4710		191.21
85382093	07/11/2014	WPUSD PETTY CASH FUND	01-4300	341.00	
			01-5800	610.50	
			01-8699	154.00	
			13-4710	195.00	1,300.50
85382094	07/11/2014	Derek C. Hutchinson	01-5200		23.74
85382095	07/11/2014	Norma P. Lazaro	01-5200		145.31
85382096	07/11/2014	Scott E. Pickett	01-4300		160.18
85382097	07/11/2014	Susan R. Taxara	01-4300		45.00
85382098	07/11/2014	BURKETT'S OFFICE	01-4300		136.74
85382099	07/11/2014	CALTRONICS BUSINESS SYSTEMS	01-9500		83.66
85382100	07/11/2014	CHEVRON	01-4350	87.33	
			01-5200	185.38	272.71
85382101	07/11/2014	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-4300	525.00	
			01-5600	447.00	
			01-5800	1,497.00	2,469.00
85382102	07/11/2014	MJB WELDING SUPPLY, INC.	01-4300		18.00
85382103	07/11/2014	RAY MORGAN CO. / CHICO	01-9500		65.34
85382104	07/11/2014	RENAISSANCE LEARNING INC.	01-5800		11,516.50
85382105	07/11/2014	RIEBES AUTO PARTS	01-9500		2,084.20
85382106	07/11/2014	SIERRA HAY & FEED	01-9500		81.23
85382107	07/11/2014	STAPLES ADVANTAGE	01-4300		161.45
85382108	07/11/2014	U.S. BANK NATIONAL ASSOCIATIONU.S. BANCORP PURCHASING CARD	01-4300	21.13	
			25-4300	75.24	
			25-5200	20.00	116.37
85382109	07/11/2014	US BANK BUSINESS EQUIPMENT	01-9500		492.00
		Total Number of Checks		**20**	**39,324.57**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	19	38,843.12
13	Cafeteria Fund	2	386.21
25	Capital Facilities Fund	1	95.24
	Total Number of Checks	**20**	39,324.57
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		**39,324.57**

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

Checks Dated 07/16/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85382654	07/16/2014	Jorge O. Bonilla	01-9550		1,046.81
85382655	07/16/2014	Carrie L. Carlson	01-5200		18.75
85382656	07/16/2014	Bonnie L. Pellow	01-5200		158.83
85382657	07/16/2014	Christine D. Sanguinetti	01-5200		17.16
85382658	07/16/2014	Heather D. Steer	25-4300		25.00
85382659	07/16/2014	Rhianon R. Zinzun	01-5200		16.80
85382660	07/16/2014	A-Z BUS SALES INC	01-4365		484.32
85382661	07/16/2014	APPLE INC.	01-4400	.01	
			01-9500	107.44	107.45
85382662	07/16/2014	APPROVED SAFE & LOCK	01-9500		60.05
85382663	07/16/2014	BARNES & NOBLE BOOKSTORES	01-9500		767.79
85382664	07/16/2014	C & S TELECOMMUNICATIONS INC	01-9500		220.00
85382665	07/16/2014	CA ASSOCIATION FOR THE GIFTED	01-5200		550.00
85382666	07/16/2014	CAPITOL CLUTCH AND BRAKE INC	01-9500		92.78
85382667	07/16/2014	CAREER KIDS LLC	01-4300		1,044.86
85382668	07/16/2014	CES ENVIRONMENTAL INC.	01-6270		2,860.00
85382669	07/16/2014	CETPA -CA EDUCATIONAL TECH ASC	01-5200		505.00
85382670	07/16/2014	CITRUS HEIGHTS SAW & MOWER	01-9500		502.09
85382671	07/16/2014	CSBA CA SCHOOL BOARDS ASSOC	01-5300		13,749.00
85382672	07/16/2014	DAWSON OIL COMPANY	01-9500		7,737.22
85382673	07/16/2014	DELL	01-4400		33,945.89
85382674	07/16/2014	DISCOVERY OFFICE SYSTEMS	01-5600		80.72
85382675	07/16/2014	ECONOMIC & PLANNING SYS. INC.	49-5800		2,200.00
85382676	07/16/2014	FAR WEST RENTS & READY MIX	01-5600		434.25
85382677	07/16/2014	FLEX-PLAN SERVICES, INC.	01-5800		143.00
85382678	07/16/2014	FOLSOM LAKE ASPHALT INC	01-5600		12,718.00
85382679	07/16/2014	GARY DOUPNIK MANUFACTURING INC	01-9500		202.10
85382680	07/16/2014	GCR TIRES & SERVICE	01-9500		245.52
85382681	07/16/2014	GRAINGER .	01-4300		365.21
85382682	07/16/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-9500		280.12
85382683	07/16/2014	HORIZON	01-9500		1,758.30
85382684	07/16/2014	INTEGRATED FIRE SYSTEMS INC	01-9500		270.00
85382685	07/16/2014	J & J SCREEN & GLASS	01-9500		38.70
85382686	07/16/2014	JABBERGYM INC.	01-5800		760.00
85382687	07/16/2014	JANE JOHNSON SPEECH THERAPY, INC.	01-5800		2,090.00
85382688	07/16/2014	JCI JOHNSON CONTROLS INC.	01-9500		7,368.00
85382689	07/16/2014	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		1,529.50
85382690	07/16/2014	LEARNING SOLUTIONS INC	01-5800	1,341.41	
			01-9500	7,309.34	8,650.75
85382691	07/16/2014	LINCOLN AREA CHAMBER OF	01-5300		145.00
85382692	07/16/2014	LOOMIS UNION SCHOOL DISTRICT	01-4300		627.60
85382693	07/16/2014	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-9500		1,178.75
85382694	07/16/2014	LOZANO SMITH, LLP	01-5810	11,673.00	

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

4.2.10

Checks Dated 07/16/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85382694	07/16/2014	LOZANO SMITH, LLP	21-5810	5,160.05	
			25-5810	6,164.64	22,997.69
85382695	07/16/2014	LPA INC.	01-6210		3,584.02
85382696	07/16/2014	MAUREEN OLSEN	01-9500		3,114.13
85382697	07/16/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		424.57
85382698	07/16/2014	ODYSSEY LEARNING CENTER, INC.	01-5800		3,773.70
85382699	07/16/2014	OFFICE DEPOT	01-9500	842.33	
			11-9500	1,214.06	2,056.39
85382700	07/16/2014	PEARSON - PSYCHOLOGICAL CORP.	01-4300	178.20-	
			01-9500	1,303.55	1,125.35
85382701	07/16/2014	PITNEY BOWES CREDIT CORP ACCOUNT #16271873867	01-4300		182.74
85382702	07/16/2014	PLACER LEARNING CENTER	01-5800		28,034.96
85382703	07/16/2014	POSTMASTER / ADMIN	01-4300		147.00
85382704	07/16/2014	RAINFORTH GRAU ARCHITECTS	21-5800	1,857.50	
			35-6200	6,979.00	8,836.50
85382705	07/16/2014	RAY MORGAN CO. / CHICO	01-5600	36.94	
			01-9340	1,806.34	1,843.28
85382706	07/16/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		127.93
85382707	07/16/2014	RSD - REFRIGERATION SUPPLIES	01-9500		72.80
85382708	07/16/2014	SAC VAL JANITORIAL SALES	01-4300		223.79
85382709	07/16/2014	SASS/Mestmaker Insurance	01-5800		390.30
85382710	07/16/2014	SCHOOL DUDE.COM INC.	01-5800		3,145.50
85382711	07/16/2014	SCHOOL NURSE SUPPLY INC.	01-4300		633.18
85382712	07/16/2014	SIERRA FOOTHILLS ACADEMY	01-5800		7,865.21
85382713	07/16/2014	SIERRA OFFICE SUPPLIES &	01-4300		4.26
85382714	07/16/2014	SIERRA STRIPING INC	01-5600		19,490.00
85382715	07/16/2014	SIG SCHOOLS INSURANCE GROUP	01-5400	83,829.45	
			01-5460	5,013.00	88,842.45
85382716	07/16/2014	TOTAL EDUCATION SOLUTIONS	01-5800		1,423.75
85382717	07/16/2014	US BANK CORP TRUST SERVICE	49-5800		2,310.00
85382718	07/16/2014	VIRTUAL TRAINING CO INC	01-5800		1,000.00
85382719	07/16/2014	WESTERN BLUE AN NWN COMPANY	01-9500		23,253.23
85382720	07/16/2014	WILSON WAY TIRE CO. INC.	01-9500		162.99
		Total Number of Checks	**67**		**330,061.04**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	63	304,150.79
11	Adult Education Fund	1	1,214.06
21	Building Fund #1	2	7,017.55
25	Capital Facilities Fund	2	6,189.64
35	Schools Facilities (Prop 1A)	1	6,979.00
49	Mello Roos Capital Projects	2	4,510.00

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

4.2.11

Checks Dated 07/16/2014						
Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
		Total Number of Checks	67		330,061.04	
		Less Unpaid Sales Tax Liability			.00	
		Net (Check Amount)			**330,061.04**	

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

Checks Dated 07/18/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85383228	07/18/2014	AT&T	01-5560		1.14
85383229	07/18/2014	CITY OF LINCOLN	01-5540	4,254.64	
			01-5550	4,906.58	
			01-5570	35,694.02	44,855.24
85383230	07/18/2014	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85383231	07/18/2014	SPURR	01-5530		2,984.87
85383232	07/18/2014	Jeffrey T. Dardis	13-4380	37.69	
			13-4710	73.20	
			13-5300	40.00	150.89
85383233	07/18/2014	Lauren M. Quinn	01-4300	157.37	
			01-5200	135.52	292.89
85383234	07/18/2014	D & P CREAMERY	13-4710		168.63
85383235	07/18/2014	STATE BOARD OF EQUALIZATION	01-4300		57.75
85383236	07/18/2014	AIRGAS	01-9500		66.45
85383237	07/18/2014	DE LAGE LANDEN	01-5600		320.35
85383238	07/18/2014	DEPARTMENT OF SOCIAL SERVICES MS 9-3-67	11-4300	440.00	
			12-4300	440.00	880.00
85383239	07/18/2014	EdTECH TEAM INC.	01-5200		299.00
85383240	07/18/2014	PCOE - PLACER CO OFFICE OF ED	01-9500		530.00
85383241	07/18/2014	PLACER COUNTY WATER AGENCY	01-4300		848.39
85383242	07/18/2014	RAY MORGAN CO. / CHICO	01-9500		59.65
85383243	07/18/2014	WESTERN PLACER U.S.D.	01-9500		32.90
85383244	07/18/2014	Carrie L. Carlson	01-5200		9.00
85383245	07/18/2014	Diane M. Metzelaar	01-5200		90.29
85383246	07/18/2014	AIRGAS	01-9500		21.60
85383247	07/18/2014	ALEJANDRO VELASCO	01-5800		347.65
85383248	07/18/2014	APPLE INC.	01-4400		214.89
85383249	07/18/2014	BLISS POWER LAWN EQUIPMENT CO.	01-9500		70.42
85383250	07/18/2014	BRCO CONSTRUCTION, INC.	01-6270	185,725.00	
			35-6270	13,716.10	199,441.10
85383251	07/18/2014	DELL	01-4300		707.20
85383252	07/18/2014	DISCOUNT SCHOOL SUPPLY	01-4300		713.80
85383253	07/18/2014	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,633.63
85383254	07/18/2014	DISCOVERY OFFICE SYSTEMS	01-9500		168.54
85383255	07/18/2014	INTEGRATED FIRE SYSTEMS INC	01-4300	410.66	
			01-5600	410.67	
			01-5800	718.67	1,540.00
85383256	07/18/2014	KIMBERLY SHOOK	01-5800		134.40
85383257	07/18/2014	LOZANO SMITH, LLP	01-5810	1,775.25	
			21-5810	4,435.92	
			25-5810	3,613.23	9,824.40
85383258	07/18/2014	LUIS FRASER DBA-DON'T TREAD ON ME REPTILE REMOVAL	01-9500		300.00
85383259	07/18/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		1,792.00
85383260	07/18/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		878.44

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.

4.2.13

Checks Dated 07/18/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85383261	07/18/2014	NORMAC	01-9500		724.39
85383262	07/18/2014	NORTHERN SPEECH SERVICES, INC.	01-4300	258.09	
			Unpaid Sales Tax	17.17-	240.92
85383263	07/18/2014	PEARSON - PSYCHOLOGICAL CORP.	01-4300	166.56	
			01-9500	31.44	198.00
85383264	07/18/2014	PLACER COUNTY AIR POLLUTION	01-5800		93.05
85383265	07/18/2014	QUALITY SOUND SYSTEMS	01-9500		275.00
85383266	07/18/2014	RAY MORGAN CO. / CHICO	01-4300		155.28
85383267	07/18/2014	RIEBES AUTO PARTS	01-9500		405.09
85383268	07/18/2014	RYLAND SCHOOL BUSINESS CONSULTING	01-5800		1,755.00
85383269	07/18/2014	SUTTER MEDICAL FOUNDATION	01-9500		170.00
85383270	07/18/2014	WEATHERPROOFING TECHNOLOGIES	01-5600		1,850.00
85383271	07/18/2014	WEST SLOPE WATER WORKS INC	01-9500		2,525.24
85383272	07/18/2014	WESTERN PLACER WASTE	01-9500		94.92
		Total Number of Checks		**45**	**278,256.53**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	42	255,308.93
11	Adult Education Fund	1	440.00
12	Child Development Fund	1	440.00
13	Cafeteria Fund	2	319.52
21	Building Fund #1	1	4,435.92
25	Capital Facilities Fund	1	3,613.23
35	Schools Facilities (Prop 1A)	1	13,716.10
	Total Number of Checks	45	278,273.70
	Less Unpaid Sales Tax Liability		17.17-
	Net (Check Amount)		**278,256.53**

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.

4.2.14

Checks Dated 07/25/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85384026	07/25/2014	PACIFIC GAS & ELECTRIC CO	01-5510		80,708.64
85384027	07/25/2014	JIVE COMMUNICATIONS, INC.	01-5560		147.59
85384028	07/25/2014	D & P CREAMERY	13-4710		210.73
85384029	07/25/2014	PROPACIFIC FRESH	13-4710		177.06
85384030	07/25/2014	STATE BOARD OF EQUALIZATION	01-9511	8,291.54	
			11-9511	40.78	
			12-9511	37.80	
			13-8634	342.07	
			13-9511	123.81	8,836.00
85384031	07/25/2014	Marilou B. Edwards	01-4300		331.52
85384032	07/25/2014	Nicolette M. Hart	01-9550		179.29
85384033	07/25/2014	Sara J. Hodgen	01-5200		1,256.09
85384034	07/25/2014	ADD SOME CLASS	21-4300		13,354.88
85384035	07/25/2014	ADVANCED INTEGRATED PEST	01-5800		1,218.00
85384036	07/25/2014	ALAN S BROOKS	21-5800		1,275.00
85384037	07/25/2014	APPLE INC.	01-4400		1,078.85
85384038	07/25/2014	C & S TELECOMMUNICATIONS INC	01-5600		110.00
85384039	07/25/2014	CAPITOL PUBLIC FINANCE GROUP	01-5800	3,000.00	
			21-5800	5,700.00	8,700.00
85384040	07/25/2014	CERTICA SOLUTIONS, INC.	01-5800		6,705.00
85384041	07/25/2014	CONSORTIUM FOR SCHOOL NETWRKG	01-5800		850.00
85384042	07/25/2014	DELL	01-4400	9,900.91	
			25-4400	905.05	10,805.96
85384043	07/25/2014	DISCOVERY OFFICE SYSTEMS	01-5600		125.91
85384044	07/25/2014	DIVERSE NETWORK ASSOCIATES	01-5800		739.92
85384045	07/25/2014	EAGLE SOFTWARE DBA AERIES SOFTWARE INC.	01-5800		10,670.00
85384046	07/25/2014	FARONICS TECHNOLOGIES USA INC	01-5800		4,796.59
85384047	07/25/2014	GRAINGER .	01-4300		287.89
85384048	07/25/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		190.72
85384049	07/25/2014	INTEGRATED FIRE SYSTEMS INC	01-4300		911.32
85384050	07/25/2014	ISAFE INC	01-5800		4,500.00
85384051	07/25/2014	LINCOLN NEWS MESSENGER	01-4300		52.00
85384052	07/25/2014	LOWE'S	01-4300	19.25-	
			01-9500	4,910.70	4,891.45
85384053	07/25/2014	LOZANO SMITH, LLP	01-5810		19,629.77
85384054	07/25/2014	LPA INC.	21-5800		1,440.00
85384055	07/25/2014	MAUREEN OLSEN	01-5800		3,114.13
85384056	07/25/2014	MINDFUL SCHOOLS	01-9500		675.00
85384057	07/25/2014	MISSION UNIFORM SERVICE INC	01-4300	71.12	
			01-5800	1,139.22	1,210.34
85384058	07/25/2014	PLACER COUNTY	01-5800		1,317.20
85384059	07/25/2014	PLATT ELECTRIC SUPPLY, INC.	01-4300		35.99
85384060	07/25/2014	RAINFORTH GRAU ARCHITECTS	21-5800	1,592.50	
			35-6200	8,700.00	10,292.50

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.

4.2.15

Checks Dated 07/25/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85384061	07/25/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	731.42	
			01-7438	26.22	
			01-7439	416.78	1,174.42
85384062	07/25/2014	RSD - REFRIGERATION SUPPLIES	01-4300		50.00
85384063	07/25/2014	SAC VAL JANITORIAL SALES	01-4300		18.81
85384064	07/25/2014	SAFARI MONTAGE	01-5800		17,401.25
85384065	07/25/2014	SIERRA OFFICE SUPPLIES &	01-4300		174.96
85384066	07/25/2014	STATE OF CALIFORNIA - DOJ	01-5821		416.00
85384067	07/25/2014	The Omni Group	01-5800		5,476.00
		Total Number of Checks		**42**	**225,536.78**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	36	191,637.10
11	Adult Education Fund	1	40.78
12	Child Development Fund	1	37.80
13	Cafeteria Fund	3	853.67
21	Building Fund #1	5	23,362.38
25	Capital Facilities Fund	1	905.05
35	Schools Facilities (Prop 1A)	1	8,700.00
	Total Number of Checks	**42**	225,536.78
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		**225,536.78**

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.

4.2.16

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:
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:
August 5, 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

August 5, 2014

CLASSIFIED/MANAGEMENT

New Hires

1. **Name:** Ashley Biles
   Position: Campus/Café Supervisor
   Salary: CSEA, Range 13, Step A
   Hours: 1.92 Hours/Day
   Days: 10 Months/Year
   Effective: 8/21/14
   Site: Twelve Bridges Elementary
   Replacement

2. **Name:** Ashley Biles
   Position: Campus/Café Supervisor
   Salary: CSEA, Range 13, Step A
   Hours: .34 Hours/Day
   Days: 10 Months/Year
   Effective: 8/21/14
   Site: Twelve Bridges Elementary

3. **Name:** Jamie Nelson
   Position: Campus/Café Supervisor
   Salary: CSEA, Range 13, Step A
   Hours: 2 Hours/Day
   Days: 10 Months/Year
   Effective: 8/20/14
   Site: Twelve Bridges Elementary
   Replacement

4. **Name:** Jamie Nelson
   Position: Campus/Café Supervisor
   Salary: CSEA, Range 13, Step A
   Hours: .34 Hours/Day
   Days: 10 Months/Year
   Effective: 8/20/14
   Site: Twelve Bridges Elementary

REHIRE

1. **Name:** Mary LaRoche
   Position: Paraprofessional Aide
   Salary: CSEA, Range 17, Step E
   Hours: 5.66 Hours/Day
   Days: 10 Months/Year
   Effective: 8/20/14
   Site: Lincoln Crossing Elementary
   Replacement

RESIGNATIONS

1. **Name:** Abigail Castillo
   Position: Program Facilitator
   Site: First Street School
   Hours: 4 Hours/Day
   Effective: 8/8/14

2. **Name:** Jennifer Dahlstedt
   Position: Intervention Service Provider
   Site: Creekside Oaks Elementary
   Hours: 4 Hours/Day
   Effective: 6/19/14

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

August 5, 2014

CLASSIFIED/MANAGEMENT - Continued

RESIGNATIONS

3. **Name:** Debra Dredge
   Position: Campus/Café Supervisor
   Site: Creekside Oaks Elementary
   Hours: 1.84 Hours/Day
   Effective: 8/8/14

4. **Name:** Tina Mosier
   Position: Instructional Aide, Special Ed.
   Site: Lincoln High School
   Hours: 5.66 Hours/Day
   Effective: 7/9/14

5. **Name:** Katie Bender
   Position: Grant Funded Instructional Aide
   Site: First Street School
   Hours: 3.5 Hours/Day
   Effective: 8/13/14

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
August 5, 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

August 5, 2014

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Joseph Bagley
   Position: Special Education Teacher-Behavior Class
   FTE: 1.0
   Effective Date: August 14, 2014
   Site: Twelve Bridges Middle School

2. Name: Chris Bean
   Position: English/Football Conditioning/AVID Teacher
   FTE: 1.0
   Effective Date: August 14, 2014
   Site: Lincoln High School

3. Name: Paula Bender
   Position: Temporary 4th/5th Grade Teacher
   FTE: 1.0
   Effective Date: August 14, 2014
   Site: Foskett Ranch Elementary

4. Name: Christopher Bombard
   Position: Consumer Math/PE/Elective Teacher
   FTE: 1.0
   Effective Date: August 14, 2014
   Site: Lincoln High School

5. Name: Angelique Cassady
   Position: English Intervention Teacher
   FTE: 1.0
   Effective Date: August 14, 2014
   Site: Glen Edwards Middle School

6. Name: Christina Johnson
   Position: Speech Language Patholgist
   FTE: 1.0
   Effective Date: August 14, 2014
   Site: Twelve Bridges Elementary

7. Name: Barbara Morebeck
   Position: Special Education Teacher-Behavior Class
   FTE: 1.0
   Effective Date: August 14, 2014
   Site: Twelve Bridges Elementary

8.	Name:	Justin Patterson
	Position:	Math Teacher
	FTE:	1.0
	Effective Date:	August 14, 2014
	Site:	Glen Edwards Middle School
9.	Name:	Melissa Prettyman Pope
	Position:	RSP Teacher
	FTE:	1.0
	Effective Date:	August 14, 2014
	Site:	Twelve Bridges Middle School
10.	Name:	Kelly Ransford
	Position:	Math Teacher
	FTE:	1.0
	Effective Date:	August 14, 2014
	Site:	Glen Edwards Middle School
11.	Name:	Gabrielle Sisk
	Position:	Temporary 2nd/3rd Grade Teacher
	FTE:	1.0
	Effective Date:	August 14, 2014
	Site:	Sheridan Elementary
12.	Name:	Heather Ward
	Position:	Temporary Math Teacher
	FTE:	1.0
	Effective Date:	August 14, 2014
	Site:	Glen Edwards Middle School
13.	Name:	Lorri Williams
	Position:	4th/5th Grade Teacher
	FTE:	1.0
	Effective Date:	August 14, 2014
	Site:	Lincoln Crossing Elementary
14.	Name:	Julie Young
	Position:	Title I Reading Teacher
	FTE:	.5
	Effective Date:	August 14, 2014
	Site:	First Street School
15.	Name:	Shane Dixon
	Position:	Chemistry/Biology Teacher
	FTE:	1.0
	Effective Date:	August 14, 2014
	Site:	Lincoln High School

16. Name: Jennifer Villanueva
Position: Spanish Teacher
FTE: 1.0
Effective Date: August 14, 2014
Site: Lincoln High School

REHIRE:

1. Name: Sheila Bane
Position: Temporary Elementary Science Teacher
FTE: .4
Effective Date: August 15, 2014
Site: Foskett Ranch Elementary

2. Name: Diana McCracken
Position: Temporary 1st/2nd Grade Teacher
FTE: 1.0
Effective Date: August 15, 2014
Site: Creekside Oaks Elementary

3. Name: Lydia Ranger
Position: Temporary English Reading Intervention Teacher
FTE: .2
Effective Date: August 15, 2014
Site: Phoenix High School

4. Name: Coreena Whiteside
Position: Kindergarten Teacher
FTE: 1.0
Effective Date: July 1, 2014
Site: Foskett Ranch Elementary

RESIGNATIONS:

1. Name: Cindy Farris
Position: Science Teacher
FTE: 1.0
Effective Date: June 30, 2014
Site: Phoenix High School

2. Name: Elizabeth Lomeli
Position: Chemistry/Geometry Teacher
FTE: 1.0
Effective Date: June 30, 2014
Site: Lincoln High School

REQUEST FOR LEAVE OF ABSENCE:

1. **Name:** Elise Martinez
   Position: School Psychologist
   FTE: 1.0
   Effective Date: October 29, 2014
   Site: District Office

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Approval of Out of State Travel

AGENDA ITEM AREA:

Consent

REQUESTED BY:

SW Susan Watkins
Director of Special Education

ENCLOSURES:

Yes

DEPARTMENT:

Special Education

FINANCIAL INPUT/SOURCE:

Medi-Cal Fund

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

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

Susan Bier, teacher, will be attending TEACCH Autism Program a five day classroom training for Preschool through Second Grades, August 11-15 in North Carolina. The course provides a theoretical foundation as well as hands-on opportunities to assess and teach young children with Autism Spectrum Disorder (ASD).

The registration of $1,450 for the conference will be funded through Medi-Cal funds. All other travel and lodging costs will be paid by the teacher.

RECOMMENDATION:

Administration recommends Board approval for this out of state travel request to attend TEACCH Autism Program.

4.5

Western Placer Unified School District

PURCHASE ORDER
NO: PO15-00248
DATE 06/27/2014

Business
600 6th Street, Suite 400
Lincoln, CA 95648
(916) 645-6387 FAX (916) 645-5295

ORDERED FROM: Fax: (919) 966-4127

UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL
104 AIRPORT DRIVE CB#7180
CHAPEL HILL, NC 27599

FAXED
JUN 2 7 2014

Phone: (919) 966-8191

SHIP TO:
Special Education
600 6th Street, Suite 400
Lincoln, CA 95648
Phone:

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST (including PO #) with ALL shipments.
3. Deviation in PRICE or SUBSTITUTION in kind only permitted with APPROVAL.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. No Payments will be made until ENTIRE order has been completed and accepted, unless special arrangements are made.
7. Any work performed for the District must comply with public contract code and prevailing wage requirements. Compliance is the responsibility of the vendor.
8. Vendor shall comply with the lawful requirements of the District, the State of California, and all applicable requirements of the City of Lincoln and Placer County regarding discharges to the storm drain system and watercourses, including applicable requirements specified in local municipal storm water management programs or plans.

ORDER LOCATION	ORDER TYPE	VENDOR #	REQUISITIONER	REQUISITION #
9000 - Special Education	PO without receiving	002889/1	Diane Metzelaar	VR15-00289

DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
			Fax PO to vendor.		
1	1	EACH	Out of state registration fee for Susan Bier (sbier@wpusd.k12.ca.us) to attend TEACCH Autism Program five day classroom training - Preschool through Second Grade (ages 3-8), Chapel Hill, NC from 8-11-14 to 8-15-14. Confirmation Number: VZNM72STFK8	1,450.00	$1,450.00
			Order Sub-Total		$1,450.00
			Sales Tax		.00
			Shipping		.00
			Adjustment		.00
			Order Total		**$1,450.00**

ACCOUNT DISTRIBUTION	AMOUNT
01. 5640. 0. 5200. 00. 5750. 1113. 001. 00. 000. 00	$1,450.00

**** End of Order ****

AUTHORIZED BY: Carla Carlson

Receiving

4.5.1

WESTERN PLACER Unified School District

Diane Metzelaar <dmetzelaar@wpusd.k12.ca.us>

Fwd: Registration Confirmed - FIVE-DAY CLASSROOM TRAINING - Preschool through Second Grade (ages 3-8) Chapel Hill, NC

Susan Bier <bierts@sbcglobal.net> Mon, May 12, 2014 at 8:57 AM
To: Diane Metzelaar <dmetzelaar@wpusd.k12.ca.us>

Sent from my iPhone

FAXED
JUN 2 7 2014

Begin forwarded message:

From: "Jill Thompson" <jill_thompson@med.unc.edu>
Date: March 24, 2014, 10:35:14 AM PDT
To: "Susan Bier" <bierts@sbcglobal.net>
Subject: **Registration Confirmed - FIVE-DAY CLASSROOM TRAINING - Preschool through Second Grade (ages 3-8) Chapel Hill, NC**
Reply-To: jill_thompson@med.unc.edu



Dear Susan:

Your registration has been confirmed. Please save this email for future reference and to make changes to your registration.

Event: FIVE-DAY CLASSROOM TRAINING - Preschool through Second Grade (ages 3-8) Chapel Hill, NC
Attending: Susan Bier
Number in Party: 1
Time: 8:00 AM
Date: Monday, August 11, 2014
Confirmation Number: VZNM72STFK8
Current Registration:

Registration Information:	
Registration Items	
Susan Bier	Out of State Registration

OTHER TRAINING DETAILS

- The training program will be held Monday, August 11 to Friday, August 15, 2014 at the Center for School Leadership and Development- Chapel Hill 140 Friday Center Drive, Chapel Hill NC 27517
- Check-in will begin at **8:15 am on Monday**, and the training will start at 9:00 am and conclude at 5:00 pm. Training will start at 8:00 am and conclude at 4:00 pm Tuesday through Friday.
- Dress in layers since the temperature indoors/outdoors can fluctuate.
- Payment for this training covers your registration, materials, lunch, and snacks and refreshments during breaks.
- **Save this email confirmation** in case you need to update or change your registration. There is a link at the

4.5.2

bottom of the letter where your confirmation number can be entered to access your registration. It's located under "My Registration" on the "Event Summary" page. You are responsible for substituting another person for your registration.

ACCOMMODATIONS:

Below is a list of hotels in the area that you can contact for more information regarding overnight accommodations. Please request the TEACCH rate when you make your reservation.

FAXED
JUN 27 2014

Sheraton - Chapel Hill, One Europa Drive, Chapel Hill, NC 27517 (919) 968-4900

Residence Inn- Chapel Hill, 101 Erwin Rd, Chapel Hill, NC 27514
Click Here for Reservations

PAYMENTS: Credit Card is the preferred method of payment: card payments are processed during on-line registration. Checks are payable to UNC-Chapel Hill TEACCH. Please mail checks and Purchase Orders (POs) to TEACCH Autism Program, Campus Box 7180, Chapel Hill, NC 27599 to the attention of TEACCH Training Office. ***Please designate the title of the training program in the memo section***. POs can also be faxed to 919-966-4127 to the attention of The Training Office, or email to **TEACCHtraining@med.unc.edu.**

If we do not receive your payment or purchase order at least one week prior to the first day of training, then you could lose your training spot to the next person on the waiting list. Should this occur, you will be notified 48 hours in advance of being dropped.

CANCELLATION POLICY: Cancellations received less than five (5) business days prior to the first day of the event will not be refunded. A $25 administration fee will be charged for any registration that is cancelled prior to this deadline. A substitute participant may be designated in place of a registrant who cannot attend. TEACCH reserves the right to cancel, post-pone or combine training sessions; to limit registration; or to change instructors. TEACCH will make every effort to notify participants as soon as possible of any changes or cancellations. Participants should consider the possibility of change or cancellation when opting for non-refundable travel arrangements.

Click here to view the event summary

We look forward to seeing you there.

Sincerely,
Jill Thompson
TEACCH
jill_thompson@med.unc.edu

If you no longer want to receive emails from Jill Thompson, please Opt-Out

powered by
cvent

4.53

WESTERN PLACER Unified School District

Diane Metzelaar <dmetzelaar@wpusd.k12.ca.us>

5 day training in South Carolina

Susan Bier <sbier@wpusd.k12.ca.us>
To: Diane Metzelaar <dmetzelaar@wpusd.k12.ca.us>, Patti Stevens <pstevens@wpusd.k12.ca.us>

- Register
- Already Registered?

Skip Navigation

FAXED

JUN 2 7 2014

- Information
  - Summary
  - Invitation
  - Fees
  - Agenda
  - Contact Us
- Facebook
- Twitter
  Tweet
- LinkedIn
- Google Plus

Carolina ranked No. 1 public in autism research- Carolina is the No. 1 public institute in

FIVE-DAY CLASSROOM TRAINING - Preschool through Second Grade (ages 3-8) Chapel

Summary

This five-day course provides a theoretical foundation as well as hands-on opportunities to assess and teach young children with Autism Spectrum Disorder (ASD) in a model classr

Participants will have an opportunity to apply these strategies with students of varying functioning levels in a classroom setting during group and individual activities. The training in

At the completion of training, participants will be able to:

- Understand the unique learning styles of young children with ASD
- Conduct informal assessments to set learning objectives and monitor progress
- Create meaningful and individualized visual structure for children with ASD in both individual and group settings
- Implement Structured TEACCHing strategies to facilitate communication, social and play skills, pre-academic and early academic skills, and appropriate classroom behavior
- Conduct a behavioral assessment and implement problem solving approaches to reduce behavioral difficulties
- Develop and implement relaxation and coping interventions
- Implement strategies for working and collaborating with families of individuals with ASD

Continuing Educations Units (CEUs) will be offered at the completion of the training.

TARGET AUDIENCE:

This course is designed for educators, psychologists, speech language pathologists, as well as others interested in education and intervention programs for preschool and early elem

PRESENTERS:
Gladys Williams, PhD, Interim Director of the Carolina Living and Learning Center, TEACCH Autism Program, and Director of the School of Medicine Psychology Internship Program

Training staff will include TEACCH Autism Specialists who have provided training, direct services and consultation to professionals around the world for over 20 years. Training staff

4.5.4

CANCELLATION POLICY:
Cancellations received less than five (5) business days prior to the first day of the event will not be refunded. A $25 administration fee will be charged for any registration that is can

TRAINING FEES/PROGRAM AGENDA:
For details, click on the appropriate menu tab that appears above the summary.

Contact Information

If you have questions regarding event logistics please contact Jill Thompson, Training Program Manager at jill_thompson@med.unc.edu.

If you have questions regarding your payment, contact the TEACCH Training Office at TEACCHtraining@med.unc.edu, or call (919) 966-8191

Accommodations

Below are listed a few local hotels that you can consider for overnight accommodations. Please request the TEACCH rate when you make your reservation.

Sheraton - Chapel Hill One Europa Drive Chapel Hill, NC 27517 (919) 968-4900

(ask for the TEACCH rate) Shuttle transportation to the Training

FAXED
JUN 27 2014

Residence Inn- Chapel Hill, 101 Erwin Rd, Chapel Hill, NC 27514
Click Here for Reservations at the UNC-TEACCH rate. Shuttle if reserved in advance (confirm with reservations)

Aloft Chapel Hill- 1001 South Hamilton Road, Chapel Hill, NC 27517

Click Here for Reservations at the UNC TEACCH rate 1 mile walk to training location, near shopping and restaurants

The Hampton Inn Chapel Hill, 6121 Farrington Rd, Chapel Hill, NC 27517
(919) 403-8700. Ask for the UNC-TEACCH rate. Shuttle if reserved in advance (confirm with reservations)

The Hampton Inn, Carrboro, 370 East Main Street, Carrboro, NC 919-969-6988

Close to shopping, dining, UNC main campus and other entertainment. Ask for the UNC-TEACCH rate. S

Shuttle if reserved in advance (confirm with reservations). Ask for the UNC-TEACCH rate.

Courtyard Marriott, Chapel Hill (walking distance to the training)

Click here to make reservations at the TEACCH rate

Book your group rate: TEACCH >>

- **When**

  Monday, August 11, 2014 - Friday, August 15, 2014
  8:00 AM - 5:00 PM
  Eastern Time Zone

  - Add to Calendar

- **Where**

  Center for School Leadership and Development
  140 Friday Center Drive
  Chapel Hill, North Carolina 27517
  USA

  - Get Location Map
  - Get Driving Directions

- **Planner**

  TEACCH Training Office

  - Contact Us

- **Capacity**

  25 (21 remaining)

Outlook
iCal
Google
Yahoo!
MSN

Already Registered?
cvent

4.5.5

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:
Unpaid Partial Leave of Absence Request

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Ryan Davis
Assistant Superintendent of
Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

Megan Curry, an Elementary Science teacher, is requesting a partial (.4 FTE) unpaid leave of absence for the 2014-2015 school year, based on Article VIII, section B of the Collective Bargaining Agreement ("CBA") between the Western Placer Unified School District and the Western Placer Teachers Association. The leave is being forwarded for approval based on the conditions below:

- Ms. Curry is a permanent teacher and has taught in the district for approximately ten years.
- She will continue teaching .6 FTE during the one year leave of absence.
- The District will receive a Letter of Intent for her full time return for the 2015-2016 school year by February 18, 2015. (Appendix E of CBA)
    - If the District receives an Intent to Return as described above Ms. Curry will be assigned to a full time position for the 2015-2016 school year for which she is appropriately credentialed, but may not be her current position or site.

RECOMMENDATION:

District Administration recommends the Board approve the leave of absence request with the conditions outlined.

WVPUSD
Received
JUL 22 2014
Personnel Department

To Board: 8/5/14
To Payroll: 7/22/14

Megan Curry
165 Terrace Street
Auburn, CA 95603

July 22, 2014

Dear Mr. Davis

I am requesting a .40 unpaid leave of absence for the 2014/2015 school year per my doctor's recommendation.

Thank you for your continued support.

Sincerely,

Megan S. Curry

Megan S. Curry

4.6.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Williams Uniform Quarterly Complaint Report

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

PCOE
GOLD IN EDUCATION
Gayle Garbolino-Mojica

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

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

District: Western Placer Unified School

Person completing this form: Rosemary

Title: Secretary to the Superintendent

Quarterly Report Submission Date: *(Check one)*

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

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 8/5/14

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

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

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

Scott Leaman
Print Name of District Superintendent

Signature of District Superintendent

7/2/14
Date

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

4.7.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Annual Approval of Bank Check Signers

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

No

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The District's audit firm recommends that the Board of Trustees approve check signers on an annual basis. The following are the District's checking accounts and the authorized signers:

District Office:	General Fund	08825-80152
	Cafeteria Fund	08827-80151
	Petty Cash	08823-80153

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent
Kerry Callahan, Assistant Superintendent
Ryan Davis, Assistant Superintendent
Carrie Carlson, Director of Business Services
Bonnie Pellow, Account Clerk

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

Lincoln High School:	Student Body 67510935
	Jay Burns, Principal Victoria Eutsey, Assistant Principal Mike Maul, Assistant Principal Barbara Green, Secretary Nancy Griffin, School Clerk
Glen Edwards Middle School:	Student Body 08821-00096
	Stacey Brown, Principal Josh O'Geen, Assistant Principal Jenifer Freymond, Secretary
Twelve Bridges Middle School:	Student Body 08825-41962
	Stacey Brown, Principal Randy Woods, Assistant Principal Janene Malatesta, Secretary

RECOMMENDATION:

Administration recommends the Board of Trustees approve the District's bank check signers.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Report of Disclosure Requirements for Quarterly Reports of Investments.

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

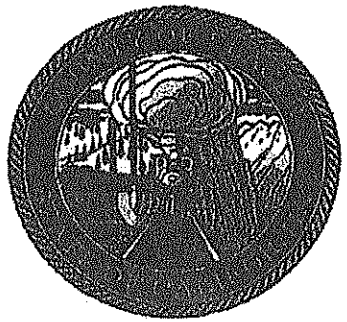
Government Code 53646 requires that if a local agency has placed all of its investments in the Local Agency Investment Fund or in a Federal Deposit Insurance Corporation insured accounts in a bank or savings and loan association, in a county investment pool or any combination of these, the chief financial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

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

RECOMMENDATION:

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

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



1.9.H

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of APRIL 30, 2014

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

PREFACE

Placer County Treasurer's Pooled Investment Report

April 30, 2014

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

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

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

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

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

Government Code 53646 Compliance Report

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

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

The Weighted Average Maturity of the investments with the Treasury is 1,545 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $221,505,851.43 in cash and investments maturing in the next 180 days.

General Fund
Portfolio Management
Portfolio Summary
April 30, 2014

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	40,000,000.00	39,807,000.00	39,844,233.20	3.23	1,822	1,019	1.153	1.169
Federal Agency Coupons	670,000,000.00	667,055,000.00	670,185,083.23	54.41	1,820	1,486	1.338	1.356
Medium Term Notes	217,985,000.00	223,008,659.79	221,978,005.09	18.02	1,323	904	1.214	1.231
Negotiable Certificates of Deposit	120,000,000.00	119,994,322.23	120,001,832.93	9.74	107	83	0.160	0.162
Collateralized CDs	19,000,000.00	18,999,200.00	19,000,000.00	1.54	227	210	0.255	0.259
Commercial Paper Disc. -Amortizing	70,000,000.00	69,984,300.01	69,994,300.01	5.68	75	20	0.154	0.156
PFA - HELICOPTER	455,084.08	455,084.08	455,084.08	0.04	2,559	711	2.442	2.476
Local Agency Bonds	83,550,677.00	83,550,677.00	83,550,677.00	6.78	10,654	7,778	4.221	4.280
mPower Placer	6,661,211.37	6,661,211.37	6,661,211.37	0.54	1	1	3.452	3.500
Investments	**1,227,651,972.45**	**1,229,515,454.48**	**1,231,670,426.91**	**100.00%**	**2,030**	**1,545**	**1.318**	**1.336**
Cash								
Passbook/Checking (not included in yield calculations)	25,398,716.67	25,398,716.67	25,398,716.67		1	1	0.000	0.000
Total Cash and Investments	**1,253,050,689.12**	**1,254,914,171.15**	**1,257,069,143.58**		**2,030**	**1,545**	**1.318**	**1.336**

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	1,174,283.21	11,053,696.27
Average Daily Balance	**1,241,645,328.40**	**1,064,677,781.24**
Effective Rate of Return	**1.15%**	**1.25%**

5/5/14

KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

Reporting period 04/01/2014-04/30/2014
Data Updated: FUNDSNAP: 05/05/2014 10:57
Run Date: 05/05/2014 - 10:57

Portfolio PLCR
NLI AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

General Fund
Portfolio Management
Portfolio Details - Investments
April 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828PJ3	10046	U. S. TREASURY COUPON		12/02/2010	10,000,000.00	10,177,700.00	9,967,321.13	1.375	1.569	576	11/30/2015
912828PJ3	10047	U. S. TREASURY COUPON		12/02/2010	10,000,000.00	10,177,700.00	9,958,408.72	1.375	1.627	578	11/30/2015
912828UZ1	12083	U. S. TREASURY COUPON		05/06/2013	10,000,000.00	9,725,800.00	9,961,143.54	0.625	0.714	1,460	04/30/2018
912828UZ1	12084	U. S. TREASURY COUPON		05/07/2013	10,000,000.00	9,725,800.00	9,957,359.81	0.625	0.701	1,460	04/30/2018
		Subtotal and Average	**39,841,560.65**		**40,000,000.00**	**39,807,000.00**	**39,844,233.20**		**1.153**	**1,019**	
Federal Agency Coupons											
3133ECB45	12038	FEDERAL FARM CREDIT BANK		12/26/2012	10,000,000.00	9,870,100.00	9,992,694.44	0.900	0.908	1,335	12/26/2017
3133ECDE1	12043	FEDERAL FARM CREDIT BANK		01/24/2013	10,000,000.00	9,878,300.00	9,992,541.71	0.940	0.947	1,362	01/22/2018
3133ECEQ3	12048	FEDERAL FARM CREDIT BANK		02/06/2013	10,000,000.00	9,905,300.00	10,000,000.00	1.100	1.085	1,377	02/06/2018
3133ECFA7	12049	FEDERAL FARM CREDIT BANK		02/13/2013	10,000,000.00	9,811,500.00	10,000,000.00	1.080	1.065	1,384	02/13/2018
3133ECJX3	12059	FEDERAL FARM CREDIT BANK		03/26/2013	10,000,000.00	9,848,700.00	9,994,145.83	1.040	1.041	1,425	03/26/2018
3133ECL44	12072	FEDERAL FARM CREDIT BANK		04/11/2013	10,000,000.00	9,825,500.00	9,998,027.78	1.000	0.991	1,441	04/11/2018
3133ECV43	13003	FEDERAL FARM CREDIT BANK		07/23/2013	10,000,000.00	10,031,100.00	10,000,000.00	1.930	1.904	1,544	07/23/2018
3133ED3K6	13011	FEDERAL FARM CREDIT BANK		10/03/2013	10,000,000.00	10,034,500.00	9,997,346.86	1.875	1.856	1,615	10/02/2018
3133ED2Q4	13015	FEDERAL FARM CREDIT BANK		10/25/2013	10,000,000.00	10,058,800.00	10,036,075.99	2.080	1.876	1,607	09/24/2018
3133ED3K6	13020	FEDERAL FARM CREDIT BANK		11/19/2013	10,000,000.00	10,034,500.00	10,018,091.05	1.875	1.769	1,615	10/02/2018
313380TD9	12013	FEDERAL HOME LOAN BANK		10/16/2012	10,000,000.00	9,922,100.00	10,000,000.00	1.000	0.986	1,264	10/16/2017
3133813R4	12036	FEDERAL HOME LOAN BANK		12/19/2012	10,000,000.00	9,876,200.00	10,000,000.00	1.000	0.986	1,288	11/09/2017
3133826K4	12054	FEDERAL HOME LOAN BANK		02/27/2013	10,000,000.00	9,954,200.00	10,000,000.00	1.000	0.937	1,398	02/27/2018
313382QF3	12069	FEDERAL HOME LOAN BANK		04/09/2013	10,000,000.00	9,852,600.00	9,998,030.56	1.010	1.001	1,439	04/09/2018
313382RQ8	12079	FEDERAL HOME LOAN BANK		04/30/2013	10,000,000.00	9,923,100.00	10,000,000.00	0.750	1.224	1,460	04/30/2018
3130A0GH7	13031	FEDERAL HOME LOAN BANK		12/27/2013	10,000,000.00	9,961,000.00	10,000,000.00	1.500	1.863	1,701	12/27/2018
3130A0EK2	13033	FEDERAL HOME LOAN BANK		12/27/2013	10,000,000.00	10,008,100.00	10,000,000.00	1.000	2.047	1,701	12/27/2018
3130A0P79	13042	FEDERAL HOME LOAN BANK		01/30/2014	10,000,000.00	10,088,400.00	10,086,715.56	2.250	1.934	1,643	10/30/2018
3130A0QB9	13043	FEDERAL HOME LOAN BANK		02/13/2014	10,000,000.00	10,006,300.00	10,000,000.00	2.050	2.022	1,749	02/13/2019
3130A0Q29	13044	FEDERAL HOME LOAN BANK		02/14/2014	10,000,000.00	10,006,700.00	10,000,000.00	2.000	1.973	1,750	02/14/2019
3130A0WU0	13045	FEDERAL HOME LOAN BANK		02/25/2014	10,000,000.00	9,978,000.00	10,000,000.00	1.630	1.805	1,761	02/25/2019
3130A0WQ9	13046	FEDERAL HOME LOAN BANK		02/28/2014	10,000,000.00	10,005,900.00	10,000,000.00	1.000	2.146	1,764	02/28/2019
3130A12C1	13049	FEDERAL HOME LOAN BANK		03/20/2014	10,000,000.00	9,983,300.00	10,000,000.00	0.750	2.266	1,784	03/20/2019
3130A15L8	13050	FEDERAL HOME LOAN BANK		03/26/2014	10,000,000.00	10,017,100.00	9,992,645.83	1.000	2.101	1,790	03/26/2019
3130A16U7	13051	FEDERAL HOME LOAN BANK		03/27/2014	10,000,000.00	9,987,000.00	10,000,000.00	0.600	2.462	1,791	03/27/2019
3130A1FV5	13066	FEDERAL HOME LOAN BANK		04/17/2014	10,000,000.00	9,985,500.00	10,000,000.00	1.250	1.233	1,812	04/17/2019
3130A1NG9	13068	FEDERAL HOME LOAN BANK		04/30/2014	10,000,000.00	10,000,400.00	9,995,002.78	1.250	1.964	1,825	04/30/2019
3134G4JB5	13018	FED HOME LOAN MORT CORP		10/30/2013	10,000,000.00	10,051,400.00	10,000,000.00	1.250	1.917	1,643	10/30/2018
3134G47M4	13028	FED HOME LOAN MORT CORP		12/11/2013	10,000,000.00	9,961,200.00	9,995,428.13	1.500	1.491	1,517	06/26/2018

General Fund
Portfolio Management
Portfolio Details - Investments
April 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Federal Agency Coupons											
3134G4QE1	13032	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,016,600.00	10,000,000.00	1.250	1.814	1,701	12/27/2018
3134G4NX2	13035	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,012,000.00	10,000,000.00	1.000	2.003	1,701	12/27/2018
3134G4NX2	13036	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,012,000.00	10,000,000.00	1.000	2.003	1,701	12/27/2018
3136G0B59	12007	FEDERAL NATIONAL MORT. ASSOC.		09/20/2012	10,000,000.00	9,991,100.00	10,000,000.00	0.700	1.080	1,238	09/20/2017
3136G0K34	12008	FEDERAL NATIONAL MORT. ASSOC.		09/25/2012	10,000,000.00	9,990,100.00	10,000,000.00	0.750	0.715	1,243	09/25/2017
3136G0H46	12009	FEDERAL NATIONAL MORT. ASSOC.		09/26/2012	10,000,000.00	10,006,900.00	10,000,000.00	0.600	1.046	1,244	09/26/2017
3136G0N72	12015	FEDERAL NATIONAL MORT. ASSOC.		10/25/2012	10,000,000.00	9,968,400.00	10,000,000.00	0.700	1.029	1,273	10/25/2017
3136G0Y88	12017	FEDERAL NATIONAL MORT. ASSOC.		11/08/2012	10,000,000.00	9,988,900.00	10,000,000.00	0.500	0.990	1,287	11/08/2017
3135G0QW6	12018	FEDERAL NATIONAL MORT. ASSOC.		11/08/2012	10,000,000.00	9,901,500.00	10,000,000.00	1.000	0.986	1,287	11/08/2017
3136G04F5	12024	FEDERAL NATIONAL MORT. ASSOC.		11/21/2012	10,000,000.00	9,981,300.00	10,000,000.00	0.750	1.104	1,300	11/21/2017
3136G12J7	12027	FEDERAL NATIONAL MORT. ASSOC.		12/05/2012	10,000,000.00	9,988,900.00	10,000,000.00	0.850	0.789	1,314	12/05/2017
3136G07K1	12028	FEDERAL NATIONAL MORT. ASSOC.		12/06/2012	10,000,000.00	9,928,800.00	9,996,402.78	0.700	0.998	1,315	12/06/2017
3136G07K1	12029	FEDERAL NATIONAL MORT. ASSOC.		12/06/2012	10,000,000.00	9,928,800.00	10,000,000.00	0.700	0.988	1,315	12/06/2017
3136G12A6	12033	FEDERAL NATIONAL MORT. ASSOC.		12/13/2012	10,000,000.00	9,946,700.00	10,000,000.00	0.750	0.730	1,322	12/13/2017
3136G15C9	12035	FEDERAL NATIONAL MORT. ASSOC.		12/19/2012	10,000,000.00	9,936,500.00	10,000,000.00	0.700	1.094	1,328	12/19/2017
3136G15K1	12039	FEDERAL NATIONAL MORT. ASSOC.		12/27/2012	10,000,000.00	10,008,300.00	10,000,000.00	0.700	0.651	1,336	12/27/2017
3136G16W4	12040	FEDERAL NATIONAL MORT. ASSOC.		12/27/2012	10,000,000.00	9,932,400.00	9,998,537.78	0.650	0.645	1,336	12/27/2017
3136G1BA6	12045	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,952,500.00	9,998,501.11	0.700	1.134	1,370	01/30/2018
3136G1BD0	12046	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,916,000.00	10,000,000.00	0.750	1.031	1,370	01/30/2018
3136G1B57	12047	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,945,700.00	10,000,000.00	0.750	1.031	1,370	01/30/2018
3136G1CU1	12053	FEDERAL NATIONAL MORT. ASSOC.		02/22/2013	10,000,000.00	9,933,000.00	9,988,576.99	0.750	1.135	1,392	02/21/2018
3136G1DB2	12055	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	9,841,100.00	10,000,000.00	1.000	1.170	1,399	02/28/2018
3135G0UX9	12056	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	9,928,900.00	10,000,000.00	1.200	1.184	1,399	02/28/2018
3136G1F95	12057	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	9,982,800.00	9,998,175.00	0.750	1.259	1,399	02/28/2018
3135G0VG5	12058	FEDERAL NATIONAL MORT. ASSOC.		03/13/2013	10,000,000.00	10,005,100.00	10,112,133.33	1.500	1.184	1,412	03/13/2018
3136G1GS2	12060	FEDERAL NATIONAL MORT. ASSOC.		03/27/2013	10,000,000.00	9,963,400.00	10,000,000.00	1.000	0.937	1,426	03/27/2018
3136G1HB8	12061	FEDERAL NATIONAL MORT. ASSOC.		03/28/2013	10,000,000.00	9,931,500.00	10,000,000.00	0.800	1.100	1,427	03/28/2018
3136G1JT7	12073	FEDERAL NATIONAL MORT. ASSOC.		04/11/2013	10,000,000.00	9,921,800.00	10,000,000.00	0.750	1.178	1,441	04/11/2018
3136G1JY6	12077	FEDERAL NATIONAL MORT. ASSOC.		04/24/2013	10,000,000.00	9,907,200.00	9,998,009.72	0.800	1.134	1,454	04/24/2018
3136G1JY6	12078	FEDERAL NATIONAL MORT. ASSOC.		04/24/2013	10,000,000.00	9,907,200.00	10,000,000.00	0.800	1.129	1,454	04/24/2018
3136G1K99	12080	FEDERAL NATIONAL MORT. ASSOC.		04/30/2013	10,000,000.00	9,862,800.00	10,000,000.00	0.750	1.104	1,460	04/30/2018
3136G1K81	12081	FEDERAL NATIONAL MORT. ASSOC.		04/30/2013	10,000,000.00	9,901,400.00	10,000,000.00	0.750	1.104	1,460	04/30/2018
3135G0WB5	12082	FEDERAL NATIONAL MORT. ASSOC.		05/02/2013	10,000,000.00	9,862,900.00	10,000,000.00	1.200	1.110	1,448	04/18/2018
3136G1LA5	12086	FEDERAL NATIONAL MORT. ASSOC.		05/15/2013	10,000,000.00	9,938,500.00	10,000,000.00	0.500	1.126	1,475	05/15/2018
3136G1KV0	12087	FEDERAL NATIONAL MORT. ASSOC.		05/15/2013	10,000,000.00	9,902,600.00	10,000,000.00	0.750	1.090	1,475	05/15/2018
3136G1M63	12088	FEDERAL NATIONAL MORT. ASSOC.		05/22/2013	10,000,000.00	9,889,100.00	10,000,000.00	0.750	1.126	1,482	05/22/2018

General Fund
Portfolio Management
Portfolio Details - Investments
April 30, 2014

4.9.b

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Federal Agency Coupons											
3136G1YB9	13034	FEDERAL NATIONAL MORT. ASSOC.		12/27/2013	10,000,000.00	10,014,400.00	10,000,000.00	1.000	1.870	1,701	12/27/2018
3136G1YT0	13040	FEDERAL NATIONAL MORT. ASSOC.		01/23/2014	10,000,000.00	10,041,100.00	10,000,000.00	2.050	2.022	1,728	01/23/2019
		Subtotal and Average	**657,870,357.01**		**670,000,000.00**	**667,055,000.00**	**670,185,083.23**		**1.338**	**1,486**	
Medium Term Notes											
037833AG5	12085	Apple Inc.		05/07/2013	10,000,000.00	10,004,000.00	10,032,168.07	0.488	0.404	1,463	05/03/2018
0258M0CZ0	13061	AMERICAN EXPRESS CREDIT		04/11/2014	20,000,000.00	20,422,372.22	20,443,831.04	5.125	0.215	116	08/25/2014
36962G4S0	10056	GENERAL ELECTRIC CAPITAL CORP		12/08/2010	10,000,000.00	10,068,900.00	9,989,714.20	0.884	1.240	517	09/30/2015
36962G4L5	11053	GENERAL ELECTRIC CAPITAL CORP		11/21/2011	10,000,000.00	10,341,400.00	10,152,064.41	3.500	2.103	424	06/29/2015
36962G5Q3	11090	GENERAL ELECTRIC CAPITAL CORP		01/31/2012	10,000,000.00	10,057,000.00	10,000,000.00	1.000	1.117	274	01/30/2015
36962G5U4	12014	GENERAL ELECTRIC CAPITAL CORP		10/22/2012	7,985,000.00	8,004,483.40	7,992,049.38	0.727	0.726	347	04/13/2015
36962G6Q2	12071	GENERAL ELECTRIC CAPITAL CORP		04/11/2013	10,000,000.00	10,066,500.00	10,032,164.24	0.830	0.638	617	01/08/2016
36962G5W0	13016	GENERAL ELECTRIC CAPITAL CORP		10/28/2013	10,000,000.00	10,313,800.00	10,286,306.59	2.300	1.299	1,092	04/27/2017
36962G6R0	13017	GENERAL ELECTRIC CAPITAL CORP		10/28/2013	10,000,000.00	10,066,800.00	10,039,954.43	1.000	0.750	617	01/08/2016
46625HJA9	11099	JP MORGAN CHASE BANK		03/09/2012	10,000,000.00	10,455,600.00	10,158,311.57	3.150	2.348	796	07/05/2016
48126EAA5	12010	JP MORGAN CHASE BANK		09/26/2012	10,000,000.00	10,148,500.00	10,084,744.51	2.000	1.706	1,202	08/15/2017
48126DW39	12089	JP MORGAN CHASE BANK		06/04/2013	10,000,000.00	9,763,300.00	10,000,000.00	1.125	1.110	1,495	06/04/2018
594918AG9	10069	Microsoft Corp		12/17/2010	10,000,000.00	10,180,900.00	9,926,541.56	1.625	2.150	512	09/25/2015
594918AV6	13023	Microsoft Corp		12/09/2013	10,000,000.00	9,933,054.17	9,948,213.66	1.625	1.722	1,680	12/06/2018
89233P4B9	11121	TOYOTA MOTOR CREDIT		05/30/2012	10,000,000.00	10,308,400.00	10,227,463.63	3.200	1.126	412	06/17/2015
94974BFK1	12075	WELLS FARGO & CO.		04/23/2013	10,000,000.00	10,079,400.00	10,000,000.00	0.867	0.870	1,453	04/23/2018
94974BFD7	13067	WELLS FARGO BANK		04/28/2014	10,000,000.00	10,351,266.67	10,363,736.49	2.100	1.188	1,103	05/08/2017
92976GAE1	13004	WACHOVIA MORTGAGE FSB		08/20/2013	10,000,000.00	10,867,700.00	10,786,211.89	5.600	1.297	684	03/15/2016
92976WBH8	13041	WACHOVIA MORTGAGE FSB		01/27/2014	10,000,000.00	11,480,400.00	11,435,577.84	5.750	1.746	1,372	02/01/2018
94986RTD3	13047	WACHOVIA MORTGAGE FSB		03/06/2014	10,000,000.00	10,002,400.00	10,000,000.00	0.750	0.740	1,770	03/06/2019
931142DJ9	13029	WAL-MART STORES		12/16/2013	10,000,000.00	10,092,483.33	10,078,931.58	1.950	1.835	1,689	12/15/2018
		Subtotal and Average	**215,268,127.98**		**217,985,000.00**	**223,008,659.79**	**221,978,005.09**		**1.214**	**904**	
Negotiable Certificates of Deposit											
06366BPY0	13064	Bank of Montreal Chicago		04/15/2014	20,000,000.00	19,999,600.00	20,000,000.00	0.150	0.150	74	07/14/2014
22533MDL2	13054	Credit Agricole CIB NY		04/01/2014	20,000,000.00	20,000,488.89	20,000,288.89	0.130	0.130	8	05/09/2014
22533MDL2	13055	Credit Agricole CIB NY		04/02/2014	10,000,000.00	10,000,280.56	10,000,180.56	0.130	0.130	8	05/09/2014
22533MDL2	13056	Credit Agricole CIB NY		04/03/2014	10,000,000.00	10,000,316.67	10,000,216.67	0.130	0.130	8	05/09/2014
22533MDL2	13057	Credit Agricole CIB NY		04/04/2014	10,000,000.00	10,000,352.78	10,000,252.78	0.130	0.130	8	05/09/2014
65558EG51	13059	NORDEA BANK FINLAND NY		04/08/2014	30,000,000.00	29,992,800.00	30,000,000.00	0.190	0.190	218	12/05/2014
65602MUA2	13058	NORINCHUKIN BANK NY		04/08/2014	20,000,000.00	20,000,483.33	20,000,894.03	0.205	0.200	76	07/16/2014

General Fund
Portfolio Management
Portfolio Details - Investments
April 30, 2014

4.5.7

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
		Subtotal and Average	**97,001,601.97**		**120,000,000.00**	**119,994,322.23**	**120,001,832.93**		**0.160**	**83**	
Collateralized CDs											
SYS13060	13060	Community 1st Bank		04/08/2014	3,000,000.00	3,000,000.00	3,000,000.00	0.250	0.250	158	10/06/2014
22549TYY8	13065	Credit Suisse New York		04/17/2014	10,000,000.00	9,999,200.00	10,000,000.00	0.230	0.230	137	09/15/2014
SYS13063	13063	Five Star Bank		04/14/2014	3,000,000.00	3,000,000.00	3,000,000.00	0.250	0.250	373	05/09/2015
SYS13062	13062	RIVER CITY BANK		04/11/2014	3,000,000.00	3,000,000.00	3,000,000.00	0.350	0.350	345	04/11/2015
		Subtotal and Average	**10,666,666.67**		**19,000,000.00**	**18,999,200.00**	**19,000,000.00**		**0.255**	**210**	
Commercial Paper Disc. -Amortizing											
0556N1E66	13048	BNP Paribas Finance Inc		03/18/2014	40,000,000.00	39,999,111.11	39,999,111.11	0.160	0.160	5	05/06/2014
74977LF51	13026	RABOBANK USA FIN CORP		12/10/2013	10,000,000.00	9,998,055.56	9,998,055.56	0.200	0.200	35	06/05/2014
89233HFD1	13052	Toyota Motor Credit Corp		03/28/2014	20,000,000.00	19,997,133.34	19,997,133.34	0.120	0.120	43	06/13/2014
		Subtotal and Average	**69,989,950.01**		**70,000,000.00**	**69,994,300.01**	**69,994,300.01**		**0.154**	**20**	
PFA - HELICOPTER											
SYS08169	08169	Public Finance Authority		04/09/2009	455,084.08	455,084.08	455,084.08	2.476	2.442	711	04/11/2016
		Subtotal and Average	**513,571.79**		**455,084.08**	**455,084.08**	**455,084.08**		**2.442**	**711**	
Local Agency Bonds											
13019	13019	Ackerman School District		10/31/2013	380,000.00	380,000.00	380,000.00	2.300	2.300	1,644	10/31/2018
SYS05311	05311	MIDDLE FORK JPA		03/29/2006	81,070,677.00	81,070,677.00	81,070,677.00	4.380	4.320	8,006	04/01/2036
SYS	12090	mPower Placer		06/18/2013	2,100,000.00	2,100,000.00	2,100,000.00	0.750	0.750	78	07/18/2014
		Subtotal and Average	**83,550,677.00**		**83,550,677.00**	**83,550,677.00**	**83,550,677.00**		**4.221**	**7,778**	
Rolling Repurchase Agreements - 2											
SYS11085	11085	CANTOR FITZGERALD		01/17/2012	0.00	0.00	0.00	0.130	0.130	1	
SYS000SWEEP	SWEEP	WFB REPURCHASE-SWEEP		03/01/2012	0.00	0.00	0.00		0.000	1	
		Subtotal and Average	**5,545,925.17**		**0.00**	**0.00**	**0.00**		**0.000**	**0**	
mPower Placer											
SYS13037	13037	mPower Placer		01/02/2014	6,661,211.37	6,661,211.37	6,661,211.37	3.500	3.452	1	
		Subtotal and Average	**9,390,544.92**		**6,661,211.37**	**6,661,211.37**	**6,661,211.37**		**3.452**	**1**	
Municipal Bonds *											
12076	12076	City of Colfax		04/21/2013	0.00	0.00	0.00	0.400	0.395	0	06/30/2014

General Fund
Portfolio Management
Portfolio Details - Cash
April 30, 2014

4.5.8

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			24,276,665.92	24,276,665.92	24,276,665.92		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			1,122,050.75	1,122,050.75	1,122,050.75		0.000	1
		Average Balance	**0.00**							**1**
		Total Cash and Investments	**1,241,645,328.40**		**1,253,050,689.12**	**1,254,914,171.15**	**1,257,069,143.58**		**1.318**	**1,545**

5.F.1

General Fund
Purchases Report
Sorted by Fund - Fund
April 1, 2014 - April 30, 2014

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
22533MDL2	13054	1010	NCB	CANYCD	20,000,000.00	04/01/2014	05/09 - At Maturity	20,000,000.00	288.89	0.130	05/09/2014	0.130	20,000,288.89
22533MDL2	13055	1010	NCB	CANYCD	10,000,000.00	04/02/2014	05/09 - At Maturity	10,000,000.00	180.56	0.130	05/09/2014	0.130	10,000,180.56
22533MDL2	13056	1010	NCB	CANYCD	10,000,000.00	04/03/2014	05/09 - At Maturity	10,000,000.00	216.67	0.130	05/09/2014	0.130	10,000,216.67
22533MDL2	13057	1010	NCB	CANYCD	10,000,000.00	04/04/2014	05/09 - At Maturity	10,000,000.00	252.78	0.130	05/09/2014	0.130	10,000,252.78
SYS13060	13060	1010	BCD	COMM	3,000,000.00	04/08/2014	10/06 - At Maturity	3,000,000.00		0.250	10/06/2014	0.250	3,000,000.00
65558EG51	13059	1010	NCB	NDAFNY	30,000,000.00	04/08/2014	12/05 - At Maturity	30,000,000.00		0.190	12/05/2014	0.190	30,000,000.00
65602MUA2	13058	1010	NCB	NORNY	20,000,000.00	04/08/2014	07/16 - At Maturity	20,000,274.47	683.33	0.205	07/16/2014	0.200	20,000,894.03
0258M0CZ0	13061	1010	MTN	AXPCRD	20,000,000.00	04/11/2014	08/25 - At Maturity	20,366,800.00	130,972.22	5.125	08/25/2014	0.215	20,443,831.04
SYS13062	13062	1010	BCD	RCB	3,000,000.00	04/11/2014	04/11 - At Maturity	3,000,000.00		0.350	04/11/2015	0.350	3,000,000.00
SYS13063	13063	1010	BCD	FSB	3,000,000.00	04/14/2014	07/14 - Quarterly	3,000,000.00		0.250	05/09/2015	0.250	3,000,000.00
06366BPY0	13064	1010	NCB	BMOCHI	20,000,000.00	04/15/2014	07/14 - At Maturity	20,000,000.00		0.150	07/14/2014	0.150	20,000,000.00
22549TYY8	13065	1010	BCD	CS	10,000,000.00	04/17/2014	09/15 - At Maturity	10,000,000.00		0.230	09/15/2014	0.230	10,000,000.00
3130A1FV5	13066	1010	FAC	FHLB	10,000,000.00	04/17/2014	10/17 - 04/17	10,000,000.00		1.250	04/17/2019	1.250	10,000,000.00
94974BFD7	13067	1010	MTN	WF	10,000,000.00	04/28/2014	05/08 - 11/08	10,265,300.00	99,166.67	2.100	05/08/2017	1.205	10,363,736.49
3130A1NG9	13068	1010	FAC	FHLB	10,000,000.00	04/30/2014	10/30 - 04/30	9,995,000.00		1.250	04/30/2019	1.991	9,995,002.78
				Subtotal	189,000,000.00			189,627,374.47	231,761.12				189,804,403.24
				Total Purchases	189,000,000.00			189,627,374.47	231,761.12				189,804,403.24

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer

4.9.10

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of MAY 31, 2014

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

PREFACE

Placer County Treasurer's Pooled Investment Report

May 31, 2014

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

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

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

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

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

Government Code 53646 Compliance Report

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

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

The Weighted Average Maturity of the investments with the Treasury is 1,641 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $133,374,101.35 in cash and investments maturing in the next 180 days.

4.9.12

General Fund
Portfolio Management
Portfolio Summary
May 31, 2014

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	30,000,000.00	29,754,600.00	29,880,873.16	2.71	1,821	1,135	1.014	1.028
Federal Agency Coupons	640,000,000.00	638,505,400.00	640,158,387.69	57.98	1,820	1,443	1.298	1.316
Medium Term Notes	217,985,000.00	223,066,576.72	221,677,535.36	20.08	1,324	873	1.214	1.230
Negotiable Certificates of Deposit	70,000,000.00	69,994,783.33	70,000,808.09	6.34	157	105	0.181	0.184
Collateralized CDs	19,000,000.00	18,998,800.00	19,000,000.00	1.72	227	179	0.255	0.259
Commercial Paper Disc. -Amortizing	30,000,000.00	29,998,977.80	29,998,977.78	2.72	110	9	0.147	0.149
PFA - HELICOPTER	455,084.08	455,084.08	455,084.08	0.04	2,559	680	2.442	2.476
Local Agency Bond	1,805,673.29	1,805,673.29	1,805,673.29	0.16	1,826	1,760	1.830	1.856
Local Agency Bonds	83,170,677.00	83,170,677.00	83,170,677.00	7.53	10,694	7,775	4.230	4.289
mPower Placer	7,912,419.44	7,912,419.44	7,912,419.44	0.72	1	1	3.452	3.500
Investments	**1,100,328,853.81**	**1,103,662,991.66**	**1,104,060,435.89**	**100.00%**	**2,197**	**1,641**	**1.391**	**1.410**
Cash								
Passbook/Checking (not included in yield calculations)	28,274,101.35	28,274,101.35	28,274,101.35		1	1	0.000	0.000
Total Cash and Investments	**1,128,602,955.16**	**1,131,937,093.01**	**1,132,334,537.24**		**2,197**	**1,641**	**1.391**	**1.410**

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	1,359,663.82	12,413,311.54
Average Daily Balance	1,204,139,019.24	1,077,583,149.53
Effective Rate of Return	1.33%	1.26%

KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

6/5/14

Reporting period 05/01/2014-05/31/2014
Data Updated: FUNDSNAP: 06/04/2014 10:46
Run Date: 06/04/2014 - 10:47

Portfolio PLCR
NL! AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

General Fund
Portfolio Management
Portfolio Details - Investments
May 31, 2014

4.5.13

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828PJ3	10047	U. S. TREASURY COUPON		12/02/2010	10,000,000.00	10,173,400.00	9,960,639.39	1.375	1.627	547	11/30/2015
912828UZ1	12083	U. S. TREASURY COUPON		05/06/2013	10,000,000.00	9,790,600.00	9,961,968.58	0.625	0.714	1,429	04/30/2018
912828UZ1	12084	U. S. TREASURY COUPON		05/07/2013	10,000,000.00	9,790,600.00	9,958,265.19	0.625	0.701	1,429	04/30/2018
		Subtotal and Average	**29,878,956.50**		**30,000,000.00**	**29,754,600.00**	**29,880,873.16**		**1.014**	**1,135**	
Federal Agency Coupons											
3133ECB45	12038	FEDERAL FARM CREDIT BANK		12/26/2012	10,000,000.00	9,947,600.00	9,992,861.11	0.900	0.908	1,304	12/26/2017
3133ECDE1	12043	FEDERAL FARM CREDIT BANK		01/24/2013	10,000,000.00	9,959,900.00	9,992,708.57	0.940	0.947	1,331	01/22/2018
3133ECEQ3	12048	FEDERAL FARM CREDIT BANK		02/06/2013	10,000,000.00	9,987,300.00	10,000,000.00	1.100	1.085	1,346	02/06/2018
3133ECFA7	12049	FEDERAL FARM CREDIT BANK		02/13/2013	10,000,000.00	9,905,800.00	10,000,000.00	1.080	1.065	1,353	02/13/2018
3133ECJX3	12059	FEDERAL FARM CREDIT BANK		03/26/2013	10,000,000.00	9,945,400.00	9,994,270.83	1.040	1.041	1,394	03/26/2018
3133ECL44	12072	FEDERAL FARM CREDIT BANK		04/11/2013	10,000,000.00	9,928,500.00	9,998,069.44	1.000	0.991	1,410	04/11/2018
3133ECV43	13003	FEDERAL FARM CREDIT BANK		07/23/2013	10,000,000.00	10,026,200.00	10,000,000.00	1.930	1.904	1,513	07/23/2018
3133ED3K6	13011	FEDERAL FARM CREDIT BANK		10/03/2013	10,000,000.00	10,039,300.00	9,997,396.89	1.875	1.856	1,584	10/02/2018
3133ED2Q4	13015	FEDERAL FARM CREDIT BANK		10/25/2013	10,000,000.00	10,056,500.00	10,028,507.60	2.080	1.876	1,576	09/24/2018
3133ED3K6	13020	FEDERAL FARM CREDIT BANK		11/19/2013	10,000,000.00	10,039,300.00	10,014,496.81	1.875	1.769	1,584	10/02/2018
313380TD9	12013	FEDERAL HOME LOAN BANK		10/16/2012	10,000,000.00	9,967,100.00	10,000,000.00	1.000	0.986	1,233	10/16/2017
3133813R4	12036	FEDERAL HOME LOAN BANK		12/19/2012	10,000,000.00	9,936,200.00	10,000,000.00	1.000	0.986	1,257	11/09/2017
3133826K4	12054	FEDERAL HOME LOAN BANK		02/27/2013	10,000,000.00	10,003,000.00	10,000,000.00	1.000	0.937	1,367	02/27/2018
313382QF3	12069	FEDERAL HOME LOAN BANK		04/09/2013	10,000,000.00	9,904,200.00	9,998,072.22	1.010	1.001	1,408	04/09/2018
313382RQ8	12079	FEDERAL HOME LOAN BANK		04/30/2013	10,000,000.00	9,970,500.00	10,000,000.00	0.750	1.224	1,429	04/30/2018
3130A0GH7	13031	FEDERAL HOME LOAN BANK		12/27/2013	10,000,000.00	10,007,700.00	10,000,000.00	1.500	1.863	1,670	12/27/2018
3130A0EK2	13033	FEDERAL HOME LOAN BANK		12/27/2013	10,000,000.00	10,005,000.00	10,000,000.00	1.000	2.047	1,670	12/27/2018
3130A0P79	13042	FEDERAL HOME LOAN BANK		01/30/2014	10,000,000.00	10,076,800.00	10,072,182.22	2.250	1.934	1,612	10/30/2018
3130A0WU0	13045	FEDERAL HOME LOAN BANK		02/25/2014	10,000,000.00	10,028,300.00	10,000,000.00	1.830	1.805	1,730	02/25/2019
3130A12C1	13049	FEDERAL HOME LOAN BANK		03/20/2014	10,000,000.00	10,002,600.00	10,000,000.00	0.750	2.266	1,753	03/20/2019
3130A15L8	13050	FEDERAL HOME LOAN BANK		03/26/2014	10,000,000.00	10,022,100.00	9,992,770.83	1.000	2.101	1,759	03/26/2019
3130A16U7	13051	FEDERAL HOME LOAN BANK		03/27/2014	10,000,000.00	10,000,500.00	10,000,000.00	0.600	2.462	1,760	03/27/2019
3130A1FV5	13066	FEDERAL HOME LOAN BANK		04/17/2014	10,000,000.00	10,009,800.00	10,000,000.00	1.250	1.233	1,781	04/17/2019
3130A1NG9	13068	FEDERAL HOME LOAN BANK		04/30/2014	10,000,000.00	10,013,700.00	9,995,086.11	1.250	1.964	1,794	04/30/2019
3134G4JB5	13018	FED HOME LOAN MORT CORP		10/30/2013	10,000,000.00	10,033,100.00	10,000,000.00	1.250	1.917	1,612	10/30/2018
3134G47M4	13028	FED HOME LOAN MORT CORP		12/11/2013	10,000,000.00	10,001,400.00	9,995,519.88	1.500	1.491	1,486	06/26/2018
3134G4QE1	13032	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,007,600.00	10,000,000.00	1.250	1.814	1,670	12/27/2018
3134G4NX2	13035	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,005,900.00	10,000,000.00	1.000	2.003	1,670	12/27/2018
3134G4NX2	13036	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,005,900.00	10,000,000.00	1.000	2.003	1,670	12/27/2018
3136G0B59	12007	FEDERAL NATIONAL MORT. ASSOC.		09/20/2012	10,000,000.00	10,001,900.00	10,000,000.00	0.700	1.080	1,207	09/20/2017

General Fund
Portfolio Management
Portfolio Details - Investments
May 31, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Federal Agency Coupons											
3136G0K34	12008	FEDERAL NATIONAL MORT. ASSOC.		09/25/2012	10,000,000.00	10,002,500.00	10,000,000.00	0.750	0.715	1,212	09/25/2017
3136G0H46	12009	FEDERAL NATIONAL MORT. ASSOC.		09/26/2012	10,000,000.00	10,009,200.00	10,000,000.00	0.600	1.046	1,213	09/26/2017
3136G0N72	12015	FEDERAL NATIONAL MORT. ASSOC.		10/25/2012	10,000,000.00	9,985,800.00	10,000,000.00	0.700	1.029	1,242	10/25/2017
3136G0Y88	12017	FEDERAL NATIONAL MORT. ASSOC.		11/08/2012	10,000,000.00	9,999,600.00	10,000,000.00	0.500	0.990	1,256	11/08/2017
3135G0QW6	12018	FEDERAL NATIONAL MORT. ASSOC.		11/08/2012	10,000,000.00	9,921,000.00	10,000,000.00	1.000	0.986	1,256	11/08/2017
3136G04F5	12024	FEDERAL NATIONAL MORT. ASSOC.		11/21/2012	10,000,000.00	10,003,200.00	10,000,000.00	0.750	1.104	1,269	11/21/2017
3136G12J7	12027	FEDERAL NATIONAL MORT. ASSOC.		12/05/2012	10,000,000.00	10,007,900.00	10,000,000.00	0.850	0.789	1,283	12/05/2017
3136G07K1	12028	FEDERAL NATIONAL MORT. ASSOC.		12/06/2012	10,000,000.00	9,945,500.00	9,996,486.11	0.700	0.998	1,284	12/06/2017
3136G07K1	12029	FEDERAL NATIONAL MORT. ASSOC.		12/06/2012	10,000,000.00	9,945,500.00	10,000,000.00	0.700	0.988	1,284	12/06/2017
3136G12A6	12033	FEDERAL NATIONAL MORT. ASSOC.		12/13/2012	10,000,000.00	9,967,400.00	10,000,000.00	0.750	0.730	1,291	12/13/2017
3136G15C9	12035	FEDERAL NATIONAL MORT. ASSOC.		12/19/2012	10,000,000.00	9,949,400.00	10,000,000.00	0.700	1.094	1,297	12/19/2017
3136G15K1	12039	FEDERAL NATIONAL MORT. ASSOC.		12/27/2012	10,000,000.00	10,003,600.00	10,000,000.00	0.700	0.651	1,305	12/27/2017
3136G16W4	12040	FEDERAL NATIONAL MORT. ASSOC.		12/27/2012	10,000,000.00	9,949,200.00	9,998,571.11	0.650	0.645	1,305	12/27/2017
3136G1BA6	12045	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,969,300.00	9,998,534.44	0.700	1.134	1,339	01/30/2018
3136G1BD0	12046	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,941,000.00	10,000,000.00	0.750	1.031	1,339	01/30/2018
3136G1B57	12047	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,969,200.00	10,000,000.00	0.750	1.031	1,339	01/30/2018
3136G1CU1	12053	FEDERAL NATIONAL MORT. ASSOC.		02/22/2013	10,000,000.00	9,957,000.00	9,988,827.13	0.750	1.135	1,361	02/21/2018
3136G1DB2	12055	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	9,958,100.00	10,000,000.00	1.000	1.170	1,368	02/28/2018
3135G0UX9	12056	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	9,943,800.00	10,000,000.00	1.200	1.184	1,368	02/28/2018
3136G1F95	12057	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	10,001,700.00	9,996,258.33	0.750	1.259	1,368	02/28/2018
3135G0VG5	12058	FEDERAL NATIONAL MORT. ASSOC.		03/13/2013	10,000,000.00	10,019,500.00	10,109,716.67	1.500	1.184	1,381	03/13/2018
3136G1GS2	12060	FEDERAL NATIONAL MORT. ASSOC.		03/27/2013	10,000,000.00	9,984,400.00	10,000,000.00	1.000	0.937	1,395	03/27/2018
3136G1HB8	12061	FEDERAL NATIONAL MORT. ASSOC.		03/28/2013	10,000,000.00	9,950,900.00	10,000,000.00	0.800	1.100	1,396	03/28/2018
3136G1JT7	12073	FEDERAL NATIONAL MORT. ASSOC.		04/11/2013	10,000,000.00	9,940,900.00	10,000,000.00	0.750	1.178	1,410	04/11/2018
3136G1JY6	12077	FEDERAL NATIONAL MORT. ASSOC.		04/24/2013	10,000,000.00	9,925,400.00	9,998,051.39	0.800	1.134	1,423	04/24/2018
3136G1JY6	12078	FEDERAL NATIONAL MORT. ASSOC.		04/24/2013	10,000,000.00	9,925,400.00	10,000,000.00	0.800	1.129	1,423	04/24/2018
3136G1K99	12080	FEDERAL NATIONAL MORT. ASSOC.		04/30/2013	10,000,000.00	9,880,200.00	10,000,000.00	0.750	1.104	1,429	04/30/2018
3136G1K81	12081	FEDERAL NATIONAL MORT. ASSOC.		04/30/2013	10,000,000.00	9,922,000.00	10,000,000.00	0.750	1.104	1,429	04/30/2018
3135G0WB5	12082	FEDERAL NATIONAL MORT. ASSOC.		05/02/2013	10,000,000.00	9,878,200.00	10,000,000.00	1.200	1.110	1,417	04/18/2018
3136G1LA5	12086	FEDERAL NATIONAL MORT. ASSOC.		05/15/2013	10,000,000.00	9,960,100.00	10,000,000.00	0.750	0.690	1,444	05/15/2018
3136G1KV0	12087	FEDERAL NATIONAL MORT. ASSOC.		05/15/2013	10,000,000.00	9,916,400.00	10,000,000.00	0.750	1.090	1,444	05/15/2018
3136G1M63	12088	FEDERAL NATIONAL MORT. ASSOC.		05/22/2013	10,000,000.00	9,901,700.00	10,000,000.00	0.750	1.126	1,451	05/22/2018
3136G1YB9	13034	FEDERAL NATIONAL MORT. ASSOC.		12/27/2013	10,000,000.00	10,004,800.00	10,000,000.00	1.000	1.870	1,670	12/27/2018
3136G1YT0	13040	FEDERAL NATIONAL MORT. ASSOC.		01/23/2014	10,000,000.00	10,026,500.00	10,000,000.00	2.050	2.022	1,697	01/23/2019
		Subtotal and Average	**656,945,083.37**		**640,000,000.00**	**638,505,400.00**	**640,158,387.69**		**1.298**	**1,443**	

General Fund
Portfolio Management
Portfolio Details - Investments
May 31, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Medium Term Notes											
037833AG5	12085	Apple Inc.		05/07/2013	10,000,000.00	10,004,600.00	10,031,518.42	0.473	0.392	1,432	05/03/2018
0258M0CZ0	13061	AMERICAN EXPRESS CREDIT		04/11/2014	20,000,000.00	20,351,172.22	20,360,222.22	5.125	0.215	85	08/25/2014
36962G4S0	10056	GENERAL ELECTRIC CAPITAL CORP		12/08/2010	10,000,000.00	10,051,500.00	9,990,320.44	0.884	1.240	486	09/30/2015
36962G4L5	11053	GENERAL ELECTRIC CAPITAL CORP		11/21/2011	10,000,000.00	10,334,700.00	10,141,150.69	3.500	2.103	393	06/29/2015
36962G5Q3	11090	GENERAL ELECTRIC CAPITAL CORP		01/31/2012	10,000,000.00	10,050,600.00	10,000,000.00	1.000	1.117	243	01/30/2015
36962G5U4	12014	GENERAL ELECTRIC CAPITAL CORP		10/22/2012	7,985,000.00	8,002,567.00	7,991,431.02	0.727	0.726	316	04/13/2015
36962G6Q2	12071	GENERAL ELECTRIC CAPITAL CORP		04/11/2013	10,000,000.00	10,067,500.00	10,030,574.57	0.830	0.638	586	01/08/2016
36962G5W0	13016	GENERAL ELECTRIC CAPITAL CORP		10/28/2013	10,000,000.00	10,333,200.00	10,278,324.07	2.300	1.299	1,061	04/27/2017
36962G6R0	13017	GENERAL ELECTRIC CAPITAL CORP		10/28/2013	10,000,000.00	10,078,000.00	10,037,979.75	1.000	0.750	586	01/08/2016
46625HJA9	11099	JP MORGAN CHASE BANK		03/09/2012	10,000,000.00	10,449,500.00	10,152,253.73	3.150	2.348	765	07/05/2016
48126EAA5	12010	JP MORGAN CHASE BANK		09/26/2012	10,000,000.00	10,175,000.00	10,062,597.27	2.000	1.706	1,171	08/15/2017
48126DW39	12089	JP MORGAN CHASE BANK		06/04/2013	10,000,000.00	9,799,300.00	10,000,000.00	1.125	1.110	1,464	06/04/2018
594918AG9	10069	Microsoft Corp		12/17/2010	10,000,000.00	10,161,100.00	9,930,914.09	1.625	2.150	481	09/25/2015
594918AV6	13023	Microsoft Corp		12/09/2013	10,000,000.00	10,048,054.17	9,949,176.93	1.625	1.722	1,649	12/06/2018
89233P4B9	11121	TOYOTA MOTOR CREDIT		05/30/2012	10,000,000.00	10,294,800.00	10,210,655.97	3.200	1.126	381	06/17/2015
94974BFK1	12075	WELLS FARGO & CO.		04/23/2013	10,000,000.00	10,081,200.00	10,000,000.00	0.667	0.870	1,422	04/23/2018
94974BFD7	13067	WELLS FARGO BANK		04/28/2014	10,000,000.00	10,285,100.00	10,257,267.98	2.100	1.188	1,072	05/08/2017
92976GAE1	13004	WACHOVIA MORTGAGE FSB		08/20/2013	10,000,000.00	10,849,000.00	10,751,217.30	5.600	1.297	653	03/15/2016
92976WBH8	13041	WACHOVIA MORTGAGE FSB		01/27/2014	10,000,000.00	11,469,700.00	11,403,699.72	5.750	1.746	1,341	02/01/2018
94986RTD3	13047	WACHOVIA MORTGAGE FSB		03/06/2014	10,000,000.00	10,001,400.00	10,000,000.00	0.750	0.740	1,739	03/06/2019
931142DJ9	13029	WAL-MART STORES		12/16/2013	10,000,000.00	10,158,583.33	10,078,231.19	1.950	1.835	1,658	12/15/2018
		Subtotal and Average	**221,795,433.59**		**217,985,000.00**	**223,066,576.72**	**221,677,535.36**		**1.214**	**873**	
Negotiable Certificates of Deposit											
06366BPY0	13064	Bank of Montreal Chicago		04/15/2014	20,000,000.00	19,999,800.00	20,000,000.00	0.150	0.150	43	07/14/2014
65558EG51	13059	NORDEA BANK FINLAND NY		04/08/2014	30,000,000.00	29,993,700.00	30,000,000.00	0.190	0.190	187	12/05/2014
65602MUA2	13058	NORINCHUKIN BANK NY		04/08/2014	20,000,000.00	20,001,283.33	20,000,808.09	0.205	0.200	45	07/16/2014
		Subtotal and Average	**82,904,317.78**		**70,000,000.00**	**69,994,783.33**	**70,000,808.09**		**0.181**	**105**	
Collateralized CDs											
SYS13060	13060	Community 1st Bank		04/08/2014	3,000,000.00	3,000,000.00	3,000,000.00	0.250	0.250	127	10/06/2014
22549TYY8	13065	Credit Suisse New York		04/17/2014	10,000,000.00	9,998,800.00	10,000,000.00	0.230	0.230	106	09/15/2014
SYS13063	13063	Five Star Bank		04/14/2014	3,000,000.00	3,000,000.00	3,000,000.00	0.250	0.250	342	05/09/2015
SYS13062	13062	RIVER CITY BANK		04/11/2014	3,000,000.00	3,000,000.00	3,000,000.00	0.350	0.350	314	04/11/2015
		Subtotal and Average	**19,000,000.00**		**19,000,000.00**	**18,998,800.00**	**19,000,000.00**		**0.255**	**179**	

General Fund
Portfolio Management
Portfolio Details - Investments
May 31, 2014

4.9.14

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Commercial Paper Disc. -Amortizing											
74977LF51	13026	RABOBANK USA FIN CORP		12/10/2013	10,000,000.00	9,999,777.80	9,999,777.78	0.200	0.200	4	06/05/2014
89233HFD1	13052	Toyota Motor Credit Corp		03/28/2014	20,000,000.00	19,999,200.00	19,999,200.00	0.120	0.120	12	06/13/2014
		Subtotal and Average	**44,513,180.29**		**30,000,000.00**	**29,998,977.80**	**29,998,977.78**		**0.147**	**9**	
PFA - HELICOPTER											
SYS08169	08169	Public Finance Authority		04/09/2009	455,084.08	455,084.08	455,084.08	2.476	2.442	680	04/11/2016
		Subtotal and Average	**455,084.08**		**455,084.08**	**455,084.08**	**455,084.08**		**2.442**	**680**	
Local Agency Bond											
SYS13019B	13019B	Ackerman School District		10/31/2013	343,925.29	343,925.29	343,925.29	2.300	2.267	1,613	10/31/2018
SYS13069	13069	City of Rocklin Successor Agcy		05/01/2014	1,461,748.00	1,461,748.00	1,461,748.00	1.750	1.728	1,795	05/01/2019
		Subtotal and Average	**1,805,673.29**		**1,805,673.29**	**1,805,673.29**	**1,805,673.29**		**1.830**	**1,760**	
Local Agency Bonds											
SYS05311	05311	MIDDLE FORK JPA		03/29/2006	81,070,677.00	81,070,677.00	81,070,677.00	4.380	4.320	7,975	04/01/2036
SYS	12090	mPower Placer		06/18/2013	2,100,000.00	2,100,000.00	2,100,000.00	0.750	0.750	47	07/18/2014
		Subtotal and Average	**83,170,677.00**		**83,170,677.00**	**83,170,677.00**	**83,170,677.00**		**4.230**	**7,775**	
Rolling Repurchase Agreements - 2											
SYS11085	11085	CANTOR FITZGERALD		01/17/2012	0.00	0.00	0.00	0.130	0.130	1	
SYS000SWEEP	SWEEP	WFB REPURCHASE-SWEEP		03/01/2012	0.00	0.00	0.00		0.000	1	
		Subtotal and Average	**10,527,556.66**		**0.00**	**0.00**	**0.00**		**0.000**	**0**	
mPower Placer											
SYS13037	13037	mPower Placer		01/02/2014	7,912,419.44	7,912,419.44	7,912,419.44	3.500	3.452	1	
		Subtotal and Average	**10,684,458.41**		**7,912,419.44**	**7,912,419.44**	**7,912,419.44**		**3.452**	**1**	
Municipal Bonds *											
12076	12076	City of Colfax		04/21/2013	0.00	0.00	0.00	0.400	0.395	0	06/30/2014
		Subtotal and Average	**0.00**		**0.00**	**0.00**	**0.00**		**0.000**	**0**	

General Fund
Portfolio Management
Portfolio Details - Investments
May 31, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
		Total and Average	1,204,139,019.24		1,100,328,853.81	1,103,662,991.66	1,104,060,435.89		1.391	1,641

General Fund
Portfolio Management
Portfolio Details - Cash
May 31, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			27,642,929.92	27,642,929.92	27,642,929.92		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			631,171.43	631,171.43	631,171.43		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	1,204,139,019.24		1,128,602,955.16	1,131,937,093.01	1,132,334,537.24		1.391	1,641

H. 5. 20

General Fund
Purchases Report
Sorted by Fund - Fund
May 1, 2014 - May 31, 2014

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
SYS13069	13069	1010	MC6	RCKL	1,461,748.00	05/01/2014	11/01 - 05/01	1,461,748.00		1.750	05/01/2019	1.752	1,461,748.00
6323A1EK8	13070	1010	ACP	NATBPU	50,000,000.00	05/14/2014	05/19 - At Maturity	49,999,444.44		0.080	05/19/2014	0.080	0.00
				Subtotal	**51,461,748.00**			**51,461,192.44**	**0.00**				**1,461,748.00**
				Total Purchases	**51,461,748.00**			**51,461,192.44**	**0.00**				**1,461,748.00**

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer

A.9.21

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of JUNE 30, 2014

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

4.9.22

PREFACE

Placer County Treasurer's Pooled Investment Report

June 30, 2014

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

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

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

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

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

Government Code 53646 Compliance Report

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

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

The Weighted Average Maturity of the investments with the Treasury is 1,632 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $181,850,165.98 in cash and investments maturing in the next 180 days.

4.9.23

General Fund
Portfolio Management
Portfolio Summary
June 30, 2014

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	30,000,000.00	29,689,900.00	29,884,706.47	2.82	1,821	1,105	1.014	1.028
Federal Agency Coupons	604,285,714.29	602,668,314.29	604,417,406.44	57.06	1,819	1,398	1.252	1.270
Medium Term Notes	217,985,000.00	222,689,124.57	221,271,668.93	20.89	1,328	881	1.219	1.236
Negotiable Certificates of Deposit	70,000,000.00	70,001,683.33	70,000,724.92	6.61	157	75	0.181	0.184
Collateralized CDs	19,000,000.00	18,998,800.00	19,000,000.00	1.79	227	149	0.255	0.259
PFA - HELICOPTER	455,084.08	455,084.08	455,084.08	0.04	2,559	650	2.442	2.476
Local Agency Bond	2,038,105.65	2,038,105.65	2,038,105.65	0.19	1,826	1,739	1.880	1.906
Local Agency Bonds	83,170,677.00	83,170,677.00	83,170,677.00	7.85	10,694	7,745	4.230	4.289
Rolling Repurchase Agreements - 2	19,729,123.65	19,729,123.65	19,729,123.65	1.86	1	1	0.000	0.000
mPower Placer	9,198,650.65	9,198,650.65	9,198,650.65	0.87	1	1	3.452	3.500
mPower - Folsom	54,181.18	54,181.18	54,181.18	0.01	1	1	1.250	1.267
Investments	**1,055,916,536.50**	**1,058,693,644.40**	**1,059,220,328.97**	**100.00%**	**2,226**	**1,632**	**1.381**	**1.400**
Cash								
Passbook/Checking (not included in yield calculations)	57,021,042.33	57,021,042.33	57,021,042.33		1	1	0.000	0.000
Total Cash and Investments	**1,112,937,578.83**	**1,115,714,686.73**	**1,116,241,371.30**		**2,226**	**1,632**	**1.381**	**1.400**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	1,191,645.73	13,604,415.13	13,604,415.13
Average Daily Balance	**1,119,885,769.39**	**1,081,060,077.19**	
Effective Rate of Return	**1.29%**	**1.26%**	

Kimberly Hawley 7/7/14

KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

Reporting period 06/01/2014-06/30/2014
Data Updated: FUNDSNAP: 07/02/2014 13:43
Run Date: 07/02/2014 - 13:43

Portfolio PLCR
NLI AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828PJ3	10047	U. S. TREASURY COUPON		12/02/2010	10,000,000.00	10,181,700.00	9,962,798.11	1.375	1.627	517	11/30/2015
912828UZ1	12083	U. S. TREASURY COUPON		05/06/2013	10,000,000.00	9,764,100.00	9,962,767.00	0.625	0.714	1,399	04/30/2018
912828UZ1	12084	U. S. TREASURY COUPON		05/07/2013	10,000,000.00	9,764,100.00	9,959,141.36	0.625	0.701	1,399	04/30/2018
		Subtotal and Average	**29,882,853.70**		**30,000,000.00**	**29,689,900.00**	**29,884,706.47**		**1.014**	**1,105**	
Federal Agency Coupons											
3133ECB45	12038	FEDERAL FARM CREDIT BANK		12/26/2012	10,000,000.00	9,949,600.00	9,993,027.78	0.900	0.908	1,274	12/26/2017
3133ECDE1	12043	FEDERAL FARM CREDIT BANK		01/24/2013	10,000,000.00	9,961,600.00	9,992,875.42	0.940	0.947	1,301	01/22/2018
3133ECEQ3	12048	FEDERAL FARM CREDIT BANK		02/06/2013	10,000,000.00	9,988,400.00	10,000,000.00	1.100	1.085	1,316	02/06/2018
3133ECFA7	12049	FEDERAL FARM CREDIT BANK		02/13/2013	10,000,000.00	9,908,900.00	10,000,000.00	1.080	1.065	1,323	02/13/2018
3133ECJX3	12059	FEDERAL FARM CREDIT BANK		03/26/2013	10,000,000.00	9,947,500.00	9,994,395.83	1.040	1.041	1,364	03/26/2018
3133ECL44	12072	FEDERAL FARM CREDIT BANK		04/11/2013	10,000,000.00	9,931,000.00	9,998,111.11	1.000	0.991	1,380	04/11/2018
3133ECV43	13003	FEDERAL FARM CREDIT BANK		07/23/2013	10,000,000.00	10,010,000.00	10,000,000.00	1.930	1.904	1,483	07/23/2018
3133ED3K6	13011	FEDERAL FARM CREDIT BANK		10/03/2013	10,000,000.00	10,035,700.00	9,997,446.91	1.875	1.856	1,554	10/02/2018
3133ED2Q4	13015	FEDERAL FARM CREDIT BANK		10/25/2013	10,000,000.00	10,042,800.00	10,020,939.21	2.080	1.876	1,546	09/24/2018
3133ED3K6	13020	FEDERAL FARM CREDIT BANK		11/19/2013	10,000,000.00	10,035,700.00	10,010,902.56	1.875	1.769	1,554	10/02/2018
313380TD9	12013	FEDERAL HOME LOAN BANK		10/16/2012	10,000,000.00	9,951,400.00	10,000,000.00	1.000	0.986	1,203	10/16/2017
3133813R4	12036	FEDERAL HOME LOAN BANK		12/19/2012	10,000,000.00	9,920,000.00	10,000,000.00	1.000	0.986	1,227	11/09/2017
3133826K4	12054	FEDERAL HOME LOAN BANK		02/27/2013	10,000,000.00	9,986,000.00	10,000,000.00	1.000	0.937	1,337	02/27/2018
313382QF3	12069	FEDERAL HOME LOAN BANK		04/09/2013	10,000,000.00	9,883,300.00	9,998,113.89	1.010	1.001	1,376	04/09/2018
313382RQ8	12079	FEDERAL HOME LOAN BANK		04/30/2013	10,000,000.00	9,957,100.00	10,000,000.00	0.750	1.224	1,399	04/30/2018
3130A0EK2	13033	FEDERAL HOME LOAN BANK		12/27/2013	4,285,714.29	4,285,714.29	4,285,714.29	1.000	2.047	1,640	12/27/2018
3130A0P79	13042	FEDERAL HOME LOAN BANK		01/30/2014	10,000,000.00	10,061,700.00	10,057,648.89	2.250	1.934	1,582	10/30/2018
3130A0WU0	13045	FEDERAL HOME LOAN BANK		02/25/2014	10,000,000.00	9,994,200.00	10,000,000.00	1.830	1.805	1,700	02/25/2019
3130A12C1	13049	FEDERAL HOME LOAN BANK		03/20/2014	10,000,000.00	9,993,600.00	10,000,000.00	0.750	2.266	1,723	03/20/2019
3130A15L8	13050	FEDERAL HOME LOAN BANK		03/26/2014	10,000,000.00	10,012,800.00	9,992,895.83	1.000	2.101	1,729	03/26/2019
3130A1FV5	13066	FEDERAL HOME LOAN BANK		04/17/2014	10,000,000.00	9,993,300.00	10,000,000.00	1.250	1.233	1,751	04/17/2019
3130A1NG9	13068	FEDERAL HOME LOAN BANK		04/30/2014	10,000,000.00	10,009,900.00	9,995,169.44	1.250	1.964	1,764	04/30/2019
3134G4JB5	13018	FED HOME LOAN MORT CORP		10/30/2013	10,000,000.00	10,031,700.00	10,000,000.00	1.250	1.917	1,582	10/30/2018
3134G47M4	13028	FED HOME LOAN MORT CORP		12/11/2013	10,000,000.00	10,002,000.00	9,995,611.62	1.500	1.491	1,456	06/26/2018
3134G4QE1	13032	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,017,100.00	10,000,000.00	1.250	1.814	1,640	12/27/2018
3134G4NX2	13035	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,013,800.00	10,000,000.00	1.000	2.003	1,640	12/27/2018
3134G4NX2	13036	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,013,800.00	10,000,000.00	1.000	2.003	1,640	12/27/2018
3136G0B59	12007	FEDERAL NATIONAL MORT. ASSOC.		09/20/2012	10,000,000.00	10,003,700.00	10,000,000.00	0.700	1.080	1,177	09/20/2017
3136G0K34	12008	FEDERAL NATIONAL MORT. ASSOC.		09/25/2012	10,000,000.00	10,005,400.00	10,000,000.00	0.750	0.715	1,182	09/25/2017
3136G0H46	12009	FEDERAL NATIONAL MORT. ASSOC.		09/26/2012	10,000,000.00	10,007,400.00	10,000,000.00	0.600	1.046	1,183	09/26/2017

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2014

H.5.25

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Federal Agency Coupons											
3136G0N72	12015	FEDERAL NATIONAL MORT. ASSOC.		10/25/2012	10,000,000.00	9,988,600.00	10,000,000.00	0.700	1.029	1,212	10/25/2017
3136G0Y88	12017	FEDERAL NATIONAL MORT. ASSOC.		11/08/2012	10,000,000.00	10,000,500.00	10,000,000.00	0.500	0.990	1,226	11/08/2017
3135G0QW6	12018	FEDERAL NATIONAL MORT. ASSOC.		11/08/2012	10,000,000.00	9,922,300.00	10,000,000.00	1.000	0.986	1,226	11/08/2017
3136G04F5	12024	FEDERAL NATIONAL MORT. ASSOC.		11/21/2012	10,000,000.00	10,005,600.00	10,000,000.00	0.750	1.104	1,239	11/21/2017
3136G12J7	12027	FEDERAL NATIONAL MORT. ASSOC.		12/05/2012	10,000,000.00	10,011,700.00	10,000,000.00	0.850	0.789	1,253	12/05/2017
3136G07K1	12028	FEDERAL NATIONAL MORT. ASSOC.		12/06/2012	10,000,000.00	9,947,100.00	9,996,569.44	0.700	0.998	1,254	12/06/2017
3136G07K1	12029	FEDERAL NATIONAL MORT. ASSOC.		12/06/2012	10,000,000.00	9,947,100.00	10,000,000.00	0.700	0.988	1,254	12/06/2017
3136G12A6	12033	FEDERAL NATIONAL MORT. ASSOC.		12/13/2012	10,000,000.00	9,970,000.00	10,000,000.00	0.750	0.730	1,261	12/13/2017
3136G15C9	12035	FEDERAL NATIONAL MORT. ASSOC.		12/19/2012	10,000,000.00	9,951,900.00	10,000,000.00	0.700	1.094	1,267	12/19/2017
3136G15K1	12039	FEDERAL NATIONAL MORT. ASSOC.		12/27/2012	10,000,000.00	10,007,300.00	10,000,000.00	0.700	0.651	1,275	12/27/2017
3136G16W4	12040	FEDERAL NATIONAL MORT. ASSOC.		12/27/2012	10,000,000.00	9,950,800.00	9,998,604.44	0.650	0.645	1,275	12/27/2017
3136G1BA6	12045	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,970,300.00	9,998,567.78	0.700	1.134	1,309	01/30/2018
3136G1BD0	12046	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,942,500.00	10,000,000.00	0.750	1.031	1,309	01/30/2018
3136G1B57	12047	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,970,200.00	10,000,000.00	0.750	1.031	1,309	01/30/2018
3136G1CU1	12053	FEDERAL NATIONAL MORT. ASSOC.		02/22/2013	10,000,000.00	9,958,700.00	9,989,077.27	0.750	1.135	1,331	02/21/2018
3136G1DB2	12055	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	9,957,900.00	10,000,000.00	1.000	1.170	1,338	02/28/2018
3135G0UX9	12056	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	9,942,500.00	10,000,000.00	1.200	1.184	1,338	02/28/2018
3136G1F95	12057	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	10,006,500.00	9,996,341.67	0.750	1.259	1,338	02/28/2018
3135G0VG5	12058	FEDERAL NATIONAL MORT. ASSOC.		03/13/2013	10,000,000.00	10,029,200.00	10,107,300.00	1.500	1.184	1,351	03/13/2018
3136G1GS2	12060	FEDERAL NATIONAL MORT. ASSOC.		03/27/2013	10,000,000.00	10,014,200.00	10,000,000.00	1.000	0.937	1,365	03/27/2018
3136G1HB8	12061	FEDERAL NATIONAL MORT. ASSOC.		03/28/2013	10,000,000.00	9,950,000.00	10,000,000.00	0.800	1.100	1,366	03/28/2018
3136G1JT7	12073	FEDERAL NATIONAL MORT. ASSOC.		04/11/2013	10,000,000.00	9,945,400.00	10,000,000.00	0.750	1.178	1,380	04/11/2018
3136G1JY6	12077	FEDERAL NATIONAL MORT. ASSOC.		04/24/2013	10,000,000.00	9,925,900.00	9,998,093.06	0.800	1.134	1,393	04/24/2018
3136G1JY6	12078	FEDERAL NATIONAL MORT. ASSOC.		04/24/2013	10,000,000.00	9,925,900.00	10,000,000.00	0.800	1.129	1,393	04/24/2018
3136G1K99	12080	FEDERAL NATIONAL MORT. ASSOC.		04/30/2013	10,000,000.00	9,882,700.00	10,000,000.00	0.750	1.104	1,399	04/30/2018
3136G1K81	12081	FEDERAL NATIONAL MORT. ASSOC.		04/30/2013	10,000,000.00	9,924,000.00	10,000,000.00	0.750	1.104	1,399	04/30/2018
3135G0WB5	12082	FEDERAL NATIONAL MORT. ASSOC.		05/02/2013	10,000,000.00	9,877,000.00	10,000,000.00	1.200	1.110	1,387	04/18/2018
3136G1LA5	12086	FEDERAL NATIONAL MORT. ASSOC.		05/15/2013	10,000,000.00	9,958,900.00	10,000,000.00	0.750	0.690	1,414	05/15/2018
3136G1KV0	12087	FEDERAL NATIONAL MORT. ASSOC.		05/15/2013	10,000,000.00	9,915,500.00	10,000,000.00	0.750	1.090	1,414	05/15/2018
3136G1M63	12088	FEDERAL NATIONAL MORT. ASSOC.		05/22/2013	10,000,000.00	9,901,200.00	10,000,000.00	0.750	1.126	1,421	05/22/2018
3136G1YT0	13040	FEDERAL NATIONAL MORT. ASSOC.		01/23/2014	10,000,000.00	10,011,800.00	10,000,000.00	2.050	2.022	1,667	01/23/2019
		Subtotal and Average	**635,382,690.24**		**604,265,714.29**	**602,668,314.29**	**604,417,406.44**		**1.252**	**1,398**	
Medium Term Notes											
037833AG5	12085	Apple Inc.		05/07/2013	10,000,000.00	10,000,300.00	10,030,848.76	0.473	0.392	1,402	05/03/2018
0258M0CZ0	13061	AMERICAN EXPRESS CREDIT		04/11/2014	20,000,000.00	20,273,572.22	20,279,310.46	5.125	0.215	55	08/25/2014

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2014

14, 5, 26

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Medium Term Notes											
36962G4S0	10056	GENERAL ELECTRIC CAPITAL CORP		12/06/2010	10,000,000.00	10,066,000.00	9,990,926.67	0.884	1.240	456	09/30/2015
36962G4L5	11053	GENERAL ELECTRIC CAPITAL CORP		11/21/2011	10,000,000.00	10,313,300.00	10,130,236.98	3.500	2.103	363	06/29/2015
36962G5Q3	11090	GENERAL ELECTRIC CAPITAL CORP		01/31/2012	10,000,000.00	10,044,000.00	10,000,000.00	1.000	1.117	213	01/30/2015
36962G5U4	12014	GENERAL ELECTRIC CAPITAL CORP		10/22/2012	7,985,000.00	8,013,027.35	7,990,812.65	0.727	0.726	286	04/13/2015
36962G6Q2	12071	GENERAL ELECTRIC CAPITAL CORP		04/11/2013	10,000,000.00	10,066,500.00	10,028,984.90	0.830	0.638	556	01/08/2016
36962G5W0	13016	GENERAL ELECTRIC CAPITAL CORP		10/28/2013	10,000,000.00	10,328,600.00	10,270,341.54	2.300	1.299	1,031	04/27/2017
36962G6R0	13017	GENERAL ELECTRIC CAPITAL CORP		10/28/2013	10,000,000.00	10,071,700.00	10,038,005.06	1.000	0.750	556	01/08/2016
46625HJA9	11099	JP MORGAN CHASE BANK		03/09/2012	10,000,000.00	10,423,500.00	10,146,195.89	3.150	2.348	735	07/05/2016
48126EAA5	12010	JP MORGAN CHASE BANK		09/26/2012	10,000,000.00	10,169,500.00	10,080,450.03	2.000	1.706	1,141	08/15/2017
48126DW39	12089	JP MORGAN CHASE BANK		06/04/2013	10,000,000.00	9,992,200.00	10,000,000.00	1.125	1.110	1,434	06/04/2018
594918AG9	10069	Microsoft Corp		12/17/2010	10,000,000.00	10,165,200.00	9,935,286.61	1.625	2.150	451	09/25/2015
594918AV6	13023	Microsoft Corp		12/09/2013	10,000,000.00	10,025,700.00	9,948,786.03	1.625	1.722	1,619	12/06/2018
89233P6S0	13073	TOYOTA MOTOR CREDIT		06/26/2014	10,000,000.00	10,021,225.00	10,028,025.42	1.250	1.233	1,192	10/05/2017
94974BFK1	12075	WELLS FARGO & CO.		04/23/2013	10,000,000.00	10,086,700.00	10,000,000.00	0.867	0.870	1,392	04/23/2018
94974BFD7	13067	WELLS FARGO BANK		04/28/2014	10,000,000.00	10,256,300.00	10,249,966.15	2.100	1.188	1,042	05/08/2017
92976GAE1	13004	WACHOVIA MORTGAGE FSB		08/20/2013	10,000,000.00	10,820,900.00	10,716,222.70	5.600	1.297	623	03/15/2016
92976WBH8	13041	WACHOVIA MORTGAGE FSB		01/27/2014	10,000,000.00	11,448,000.00	11,371,821.61	5.750	1.746	1,311	02/01/2018
94986RTD3	13047	WACHOVIA MORTGAGE FSB		03/06/2014	10,000,000.00	9,998,200.00	10,000,000.00	0.750	0.740	1,709	03/06/2019
931142DJ9	13029	WAL-MART STORES		12/16/2013	10,000,000.00	10,104,700.00	10,037,447.47	1.950	1.835	1,628	12/15/2018
		Subtotal and Average	**221,524,592.06**		**217,985,000.00**	**222,689,124.57**	**221,271,668.93**		**1.219**	**681**	
Negotiable Certificates of Deposit											
06366BPY0	13064	Bank of Montreal Chicago		04/15/2014	20,000,000.00	20,000,600.00	20,000,000.00	0.150	0.150	13	07/14/2014
65558EG51	13059	NORDEA BANK FINLAND NY		04/08/2014	30,000,000.00	30,000,000.00	30,000,000.00	0.190	0.190	157	12/05/2014
65602MUA2	13058	NORINCHUKIN BANK NY		04/08/2014	20,000,000.00	20,001,083.33	20,000,724.92	0.205	0.200	15	07/16/2014
		Subtotal and Average	**70,000,765.12**		**70,000,000.00**	**70,001,683.33**	**70,000,724.92**		**0.181**	**75**	
Collateralized CDs											
SYS13060	13060	Community 1st Bank		04/08/2014	3,000,000.00	3,000,000.00	3,000,000.00	0.250	0.250	97	10/06/2014
22549TYY8	13065	Credit Suisse New York		04/17/2014	10,000,000.00	9,998,800.00	10,000,000.00	0.230	0.230	76	09/15/2014
SYS13063	13063	Five Star Bank		04/14/2014	3,000,000.00	3,000,000.00	3,000,000.00	0.250	0.250	312	05/09/2015
SYS13062	13062	RIVER CITY BANK		04/11/2014	3,000,000.00	3,000,000.00	3,000,000.00	0.350	0.350	284	04/11/2015
		Subtotal and Average	**19,000,000.00**		**19,000,000.00**	**18,998,800.00**	**19,000,000.00**		**0.255**	**149**	

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Commercial Paper Disc. -Amortizing											
		Subtotal and Average	**9,333,175.56**								
PFA - HELICOPTER											
SYS08169	08169	Public Finance Authority		04/09/2009	455,084.08	455,084.08	455,084.08	2.476	2.442	650	04/11/2016
		Subtotal and Average	**455,084.08**		**455,084.08**	**455,084.08**	**455,084.08**		**2.442**	**650**	
Local Agency Bond											
SYS13019B	13019B	Ackerman School District		10/31/2013	343,925.29	343,925.29	343,925.29	2.300	2.267	1,583	10/31/2018
SYS13072	13072	Mid Placer Public School Trans		06/13/2014	232,432.36	232,432.36	232,432.36	2.300	2.268	1,808	06/13/2019
SYS13069	13069	City of Rocklin Successor Agcy		05/01/2014	1,461,748.00	1,461,748.00	1,461,748.00	1.750	1.728	1,765	05/01/2019
		Subtotal and Average	**1,945,132.71**		**2,038,105.65**	**2,038,105.65**	**2,038,105.65**		**1.880**	**1,739**	
Local Agency Bonds											
SYS05311	05311	MIDDLE FORK JPA		03/29/2006	81,070,677.00	81,070,677.00	81,070,677.00	4.380	4.320	7,945	04/01/2036
SYS	12090	mPower Placer		06/18/2013	2,100,000.00	2,100,000.00	2,100,000.00	0.750	0.750	17	07/18/2014
		Subtotal and Average	**83,170,677.00**		**83,170,677.00**	**83,170,677.00**	**83,170,677.00**		**4.230**	**7,745**	
Rolling Repurchase Agreements - 2											
SYS11085	11085	CANTOR FITZGERALD		01/17/2012	0.00	0.00	0.00	0.130	0.130	1	
SYS000SWEEP	SWEEP	WFB REPURCHASE-SWEEP		03/01/2012	19,729,123.65	19,729,123.65	19,729,123.65		0.000	1	
		Subtotal and Average	**5,452,897.92**		**19,729,123.65**	**19,729,123.65**	**19,729,123.65**		**0.000**	**1**	
mPower Placer											
SYS13037	13037	mPower Placer		01/02/2014	9,198,650.65	9,198,650.65	9,198,650.65	3.500	3.452	1	
		Subtotal and Average	**11,845,016.25**		**9,198,650.65**	**9,198,650.65**	**9,198,650.65**		**3.452**	**1**	
mPower - Folsom											
SYS13071	13071	mPower Folsom		06/09/2014	54,181.18	54,181.18	54,181.18	1.250	1.250	1	
		Subtotal and Average	**35,950.89**		**54,181.18**	**54,181.18**	**54,181.18**		**1.250**	**1**	
		Total and Average	**1,119,885,769.39**		**1,055,916,536.50**	**1,058,693,644.40**	**1,059,220,328.97**		**1.381**	**1,632**	

General Fund
Portfolio Management
Portfolio Details - Cash
June 30, 2014

17, 28

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			55,952,437.11	55,952,437.11	55,952,437.11		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			1,068,605.22	1,068,605.22	1,068,605.22		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	1,119,885,769.39		1,112,937,578.83	1,115,714,686.73	1,116,241,371.30		1.381	1,632

General Fund
Purchases Report
Sorted by Fund - Fund
June 1, 2014 - June 30, 2014

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
SYS13071	13071	1010	RR4	MPF	42,835.25	06/09/2014	/ - 1 Day	42,835.25		1.250		0.700	54,181.18
SYS13072	13072	1010	MC6	MIDPL	232,432.36	06/13/2014	12/13 - 06/13	232,432.36		2.300	06/13/2019	2.300	232,432.36
89233P6S0	13073	1010	MTN	TOYOTA	10,000,000.00	06/26/2014	10/05 - 04/05	9,999,900.00	28,125.00	1.250	10/05/2017	1.250	10,028,025.42
				Subtotal	10,275,267.61			10,275,167.61	28,125.00				10,314,638.96
				Total Purchases	10,275,267.61			10,275,167.61	28,125.00				10,314,638.96

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify Contract between Capitol Public Finance Group and WPUSD, Financial Advisory and Continuing Disclosure Services - July 1, 2014-June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

District Facilities Funds

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Capitol Pubic Finance Group and Western Placer Unified School District. Capitol PFG shall provide WPUSD with financial advisory services including but not limited to review of WPUSD future and past debt issuances, developer negotiations, review documents, attend meetings, participate in conference calls, providing financially analysis and training and decision making support at the direction of WPSUD. The contract also includes consulting services for Continuing Disclosure Certificates (CDC's) related to all outstanding debt of WPUSD. The contract is for a one year time period with a charge of $175 plus reimbursable expenses for financial advisory services, a fee of $3,500 plus expenses for annual report filing of CDC's and a fee of $500 for Material event filing.

RECOMMENDATION:

Administration recommends Board ratify the contract with Capitol Public Finance Group and WPUSD as noted above.

Capitol | PFG

Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is hereby made between the Western Placer Unified School District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG"). Capitol PFG agrees to provide the "Services," as more fully defined below, to Client and Client agrees to pay to Capitol PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. Definitions. The following definitions shall apply to this Agreement.
   a. The "Commencement Date" shall be July 1, 2014.
   b. The "Termination Date" shall be any of the following: (i) June 30, 2015 or (ii) the date of receipt by either party of a Termination Notice.
   c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
   d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. Services. The duties and tasks to be performed by Capitol PFG (the "Services") shall be outlined in the attached Consulting Services Order(s). During the performance of such Services by Capitol PFG, the Client will retain and exercise decision-making authority over the Services performed by Capitol PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and Client may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order and attached to this Agreement.
3. Payment. Client shall pay Capitol PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. Termination. Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective immediately upon receipt of a Termination Notice.

Christopher Terry
Capitol Public Finance Group, LLC

Date: 6-27-2014

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations
Western Placer Unified School District

Date 7/8/14

Capitol | PFG

Crafting Optimal Financial Solutions

CSO No. 2014-1

CONSULTING SERVICES ORDER

This Consulting Services Order ("CSO") is an attachment to the Consulting Services Agreement made between the Western Placer Unified School District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG").

Financial Advisory Services:

Capitol PFG shall provide Client with financial advisory services including but not limited to review of Client future and past debt issuances, developer negotiations, review documents, attend meetings, participation in conference calls, providing financial analysis and training, and decision making support at the direction of the Client.

Continuing Disclosure Services:

Provide Dissemination Agent services as described in the Continuing Disclosure Certificates (CDCs) related to all outstanding debt of Client and Certificate of Acceptance of Dissemination Agent (attached).

Outstanding Debt with CDCs

See Attached Appendix A

Consulting Service Fee:

Financial Advisory Services will be provided at an hourly rate of $175 plus reimbursement of out-of-pocket expenses.

Continuing Disclosure services will be provided at standard flat fees as follows plus out-of-pocket expenses.

Annual Report Filing

Capitol PFG will receive a fee of $3,500 plus expenses. Expenses related to this service involve statistical data reports provided by outside vendors.

Material Event Filing

Capitol PFG will receive a fee of $500 per filing.

Payment Schedule:

The Consulting Service Fee for Financial Advisory Services will be invoiced on a monthly basis.

The Consulting Service Fee for Continuing Disclosure Services will be invoiced upon completion and submittal of the Annual Report and Material Event filings.

Christopher Terry
Capitol Public Finance Group, LLC

Date: 6-27-2014

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations
Western Placer Unified School District

Date 7/8/14

4.10.3

APPENDIX A

$64,491,183.35
GOLDEN WEST SCHOOLS FINANCING AUTHORITY
(Placer County, California)
1999 Revenue Bonds, Series A

$15,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
Special Tax Bonds, Series 2005

$32,370,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
Certificates of Participation, 2008 Refinancing Project

$36,725,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
Certificates of Participation, 2008 Refinancing Project, Series B

$53,035,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
Certificates of Participation, 2009 Refinancing Project

$8,620,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
Certificates of Participation, 2011 Refinancing Project

4.10.4

Certificate of Acceptance of

Capitol Public Finance Group, LLC as Dissemination Agent

Dated: June 27, 2014

The purpose of this Certificate of Acceptance ("Certificate") is to assist the Western Placer Unified School District ("District") with meeting its continuing disclosure responsibilities under S.E.C Rule 15c2-12(b)(5). Upon acceptance of this Certificate, Capitol Public Finance Group, LLC ("Capitol PFG") will perform the following services as a third party Dissemination Agent:

- Annually request financial information and operating data from the District. Such request will be made at least 30 days prior to the Annual Report filing due date. The information request will include a review of a material event checklist.
- Seek methods to improve the District's continuing disclosure filings, including making it easier for investors to locate filings.
- Annually file and appropriately cross reference the District's Comprehensive Continuing Disclosure for all outstanding debt governed by a continuing disclosure certificate. Capitol PFG will provide the District with the Annual Report prior to its filing.
- Prepare continuing disclosure log of outstanding debt and review, amend and/or file any late or incomplete continuing disclosure filings.
- File material and significant event notices within 5 days of receipt.
- Annually provide the District with its fee proposal for Dissemination Agent Services.
- Capitol PFG is obligated to provide Dissemination Agent services only upon written direction by the District.

The District agrees to assist Capitol PFG as Dissemination Agent by doing the following:

- Timely provide financial information, operating data and the material event checklist as requested by Capitol PFG.
- Notify Capitol PFG of any events that are listed as a material or significant events within 5 days of having knowledge of such event.
- Review and acknowledge the Annual Report prior to its filing.
- Compensate Capitol PFG for its services in accordance with its fee schedule, and reimburse Capitol PFG for all expenses incurred in the performance of its duties as Dissemination Agent.
- Annually provide written acceptance of Capitol PFG's fee proposal to take effect.
- The District may terminate Capitol PFG as Dissemination Agent at any time with written notice.

Acceptance of Dissemination Agent Responsibilities

By: _____
Christopher Terry
Managing Partner
Capitol Public Finance Group, LLC

By: _____
Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations
Western Placer Unified School District

4.10.5

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratify Contract between Total Education Solutions and WPUSD - July 1, 2014 through June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Special Education Funds

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Non Public School (NPS) services with Total Education Solutions for various students throughout our district. The contract period is from July 1, 2014 through June 30, 2015. The hourly or daily rates are included in the attached service agreement. The NPS costs related to the services will be funded from the District Special Education Program. The total estimated cost for services is $6,353.75

RECOMMENDATION:

Administration recommends the Board ratify the contract between Total Education Solutions and WPUSD as noted above.

4.11

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 07/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	Nonpublic School/Agency	Total Education Solutions
Address	600 6th Street, Fourth Floor	Address	1337 Howe Ave, Suite 107
City, State Zip	Lincoln, CA 95648	City, State, Zip	Sacramento, CA 95825

Phone	(916) 645-4078			Business Contact Name	Traci Bean
LEA Case Manager	Patti Stevens			Phone	916-564-5010 Fax 916-564-5260
				e-Mail	tbean@tesidea.com
Student Last Name		Student First Name		Program Contact Name	
D.O.B.		I.D. #		Phone	Fax
Grade	Level	Sex	( ) M ( ) F	e-Mail	
Parent/ Guardian Last Name		Parent/ Guardian First Name		Education Schedule – Regular School Year	
				Number of Days	180 Number of Weeks
Address				Education Schedule – Extended School Year	
City, State, Zip				Number of Days	Number of Weeks
Home Phone		Business		Contract Begins	07/01/2014 Ends 06/30/2015
				Master Contract Approved by the Governing Board on	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			Bilingual Assess. $85.00/hr	74.75 hrs/ yr	74.75/ hr		6,353.75
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			6,353.75

ESTIMATED MAXIMUM RELATED SERVICES COST $ 6,353.75

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 6,353.75

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Total Education Solutions
(Name of Nonpublic School/Agency)

(Signature) 6/17/14 (Date)

Traci Bean, Clinic Director
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

(Signature) 6/17/14 6/18/14 (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

Audrey Lafpatrick Asst. Supt. Business Oper.

VENDOR - PO without Receiving

Fiscal Year 2014/15

Requisition Number **VR15-00245** Requisition Date **06/18/2014**

Summary

Created by	DIANE_METZELAAR, 6/18/2014	PO #		Goods & Services	
Department	BUSINESS	Responsibility		Academic Dept	
Status	Submitted				
On Hold	No	Attachments	None		
Requisitioner	Diane Metzelaar	Board Date		Non Taxable	6,353.75
Order Site	9000 - Special Education			Taxable	.00
Delivery Site	9000 - Special Education			Tax (7.5000)	.00
Delivery Date		Room		Shipping (0.00)	.00
Project				Adjustment	.00
Info	Open PO 7/1/14 - 6/30/15			Requisition Total	**6,353.75**

Requisition Vendor Information

000687/1 TOTAL EDUCATION SOLUTIONS
625 South Fair Oaks Avenue , So Pasadena, CA 91030

Purchasing

PO Date	PO Printed Date	Buyer	-
Quote	Quote Date		

Line Items

Change Level 0

	Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
	Open PO						
1	Open PO 7/1/14 - 6/30/15 for bilingual speech assessments from Total Education Solutions.		EACH	1		6,353.7500	6,353.75

Accounts

	Amount	Encumbered	Expensed	Outstanding
01. 6500. 0. 5800. 00. 5770. 1182. 000. 00. 000. 00 (2015) Spec Ed,Prof Ser,NPA	6,353.75	6,353.75		.00

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify Contract between Jabbergym and WPUSD - July 1, 2014 through June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Special Education Funds

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Non Public Agency (NPA) services with Jabbergym for various students throughout our district. The contract period is from July 1, 2014 through June 30, 2015. The hourly or daily rates are included in the attached service agreement. The NPA costs related to the services will be funded from the District Special Education Program. The total estimated cost for services is $30,376.25.

RECOMMENDATION:

Administration recommends the Board ratify the contract between Jabbergym and WPUSD as noted above.

H.12

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Jabbergym
Address	600 6th Street, Fourth Floor	**Address**	151 N. Sunrise Avenue #1105
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Roseville, CA 95661

Phone	(916) 645-4078	**Business Contact Name**	Joshua Thomas
LEA Case Manager	Patti Stevens	**Phone**	916-771-8255 **Fax** 916-771-8211
		e-Mail	joshuat@jabbergym.com
Numerous Students by School	ECAT Coppin Foskett Ranch First Street Twelve Bridges Elem Twelve Bridges Mid	**Program Contact Name**	
		Phone / **Fax**	
		e-Mail	
Grade Pre- 12 **Level**		**Education Schedule – Regular School Year**	
District	Western Placer Unified School District	**Number of Days** 180	**Number of Weeks** 40
		Education Schedule – Extended School Year	
		Number of Days 20	**Number of Weeks**
Address		**Contract Begins** 07/01/2014	**Ends** 06/30/2015
City, State, Zip		**Master Contract Approved by the Governing Board on**	
Home Phone / **Business**			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg/ESY School Year	
6. Physical Therapy a. Therapy b. Consultation c. Assessment d. IEP e. mileage f. charting g. report			X		95.00 per hour	ECAT Coppin Foskett Ranch First Street 12 Bridges E 12 Bridges M Assessment, Report Writing, Mileage	presch =20 hr 1 stu=10 hr 7 stu=142.5 hr 3 stu=62.5 hrs 2 stu=33.5 hr 2 stu=31.25 Appx =20 hrs	$ 1,900.00 $ 950.00 $13,537.50 $ 5,937.50 $ 3,182.50 $ 2,968.75 $ 1,900.00
7. ABA a. Consult b. Direct c. Supervision d. Assessment								
8. One-to-One Aide								
9. Other								
						TOTAL COST		$30,376.25

ESTIMATED MAXIMUM RELATED SERVICES COST $ 30,376.25

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 30,376.25

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Jabbergym
(Name of Nonpublic School/Agency)

(Signature) 6/18/14 (Date)

LEA

Western Placer Unified School District
(Name of LEA)

(Signature) 6/18/14 (Date)

Audry Kilpatrick Asst Supt. Business

VENDOR - PO without Receiving — Fiscal Year 2014/15

Requisition Number **VR15-00240** — Requisition Date **06/18/2014**

Summary

Created by	DIANE_METZELAAR, 6/18/2014	PO #		Goods & Services	
Department	BUSINESS	Responsibility		Academic Dept	
Status	Submitted				
On Hold	No	Attachments	None		
Requisitioner	Diane Metzelaar	Board Date		Non Taxable	30,376.25
Order Site	9000 - Special Education			Taxable	.00
Delivery Site	9000 - Special Education			Tax (7.5000)	.00
Delivery Date		Room		Shipping (0.00)	.00
Project				Adjustment	.00
Info	Open PO during 7/1/14 - 6/30/15			Requisition Total	**30,376.25**

Requisition Vendor Information

000996/1 JABBERGYM INC.
151 N. Sunrise Avenue Suite 1105, Roseville, CA 95661

Purchasing

PO Date	PO Printed Date	Buyer	-
Quote	Quote Date		

Line Items — Change Level 0

	Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
	Open PO						
1	Open PO during 7/1/14 - 6/30/15 for Physical Therapy services from Jabbergym.		EACH	1		30,376.2500	30,376.25

Accounts

	Amount	Encumbered	Expensed	Outstanding
01. 6500. 0. 5800. 00. 5770. 1182. 000. 00. 000. 00 (2015) Spec Ed,Prof Ser,NPA	30,376.25	30,376.25		.00

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratify Contract between Sierra Foothills Academy and WPUSD - July 1, 2014 through June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Special Education Funds

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Non Public School (NPS) services with Sierra Foothills Academy for two students of our district. The contract period is from July 1, 2014 through June 30, 2015. The hourly or daily rates are included in the attached service agreement. The NPS costs related to the services will be funded from the District Special Education Program. The total estimated cost for services is $95,328.02.

RECOMMENDATION:

Administration recommends the Board ratify the contract between Sierra Foothills Academy and WPUSD as noted above.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Sierra Foothills Academy
Address	600 6th Street, Fourth Floor	**Address**	6245 King Road
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Loomis, CA 95650

Phone	(916) 645-4078	**Business Contact Name**	Dr. Thomas Williams
LEA Case Manager	Patti Stevens	**Phone** / **Fax**	916-259-2790 / 916-259-2794
		e-Mail	drwilliams@sierrafoothillsacademy.org
Student Last Name		**Student First Name**	**Program Contact Name** Dr. Thomas Williams
			Phone 916-259-2790 **Fax** 916-259-2794
D.O.B.		**I.D. #**	**e-Mail** drwilliams@sierrafoothillsacademy.org
Grade 5th	**Level**	**Sex** (X) M ( ) F	**Education Schedule – Regular School Year**
Parent/ Guardian Last Name		**Parent/ Guardian First Name**	**Number of Days** **Number of Weeks**
			Education Schedule – Extended School Year
			Number of Days **Number of Weeks**
Address			**Contract Begins** 07/01/2014 **Ends** 06/30/2015
City, State, Zip	Lincoln, CA 95648		**Master Contract Approved by the Governing Board on**
Home Phone 916		**Business** 916	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			147.25/day		180	20	$29,450.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			104.50= (15.67 total hours)	30 min x 28 sessions & 20 min x 5 sessions	14 hours	1.67 hours	$ 1,637.52
5. Occupational Therapy a. Therapy b. Consultation									

4.13.1

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			31,087.52

ESTIMATED MAXIMUM RELATED SERVICES COST $ 31,087.52

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 31,087.52

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Sierra Foothills Academy
(Name of Nonpublic School/Agency)

(Signature) 6/20/14 (Date)

Dr. Thomas Williams Principal
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

(Signature) 6/18/14 (Date)

Audrey Kilpatrick Asst Supt Business
~~Patti Stevens Interim Director of Special Education~~
(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this dependent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Sierra Foothills Academy
Address	600 6th Street, Fourth Floor	**Address**	6245 King Road
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Loomis, CA 95650

Phone	(916) 645-4078	**Business Contact Name**	Dr. Thomas Williams
LEA Case Manager	Patti Stevens	**Phone** / **Fax**	916-259-2790 / 916-259-2794
		e-Mail	drwilliams@sierrafoothillsacademy.org
Student Last Name		**Student First Name**	**Program Contact Name** Dr. Thomas Williams
			Phone 916-259-2790 **Fax** 916-259-2794
D.O.B.		**I.D. #**	**e-Mail** drwilliams@sierrafoothillsacademy.org
Grade 2nd	**Level**	**Sex** (X) M ( ) F	**Education Schedule – Regular School Year**
Parent/ Guardian Last Name		**Parent/ Guardian First Name**	**Number of Days** **Number of Weeks**
			Education Schedule – Extended School Year
			Number of Days **Number of Weeks**
Address			**Contract Begins** 07/01/2014 **Ends** 06/30/2015
City, State, Zip	Lincoln, CA 95648		**Master Contract Approved by the Governing Board on**
Home Phone	916-	**Business**	949-

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			147.25/day		180	20	$29,450.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent		X			28.14/day		180	20	$ 5,628.00
2. Counseling a. Group b. Individual c. Family		X							
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			104.50 hour= (20.67 total hrs)	20 min X 56 sessions & 30 min X 4sessions	18.67 hrs	2 hrs	$ 2160.00
5. Occupational Therapy a. Therapy b. Consultation		X			95.00/ hour (14.5 total hrs)	30 min x 25 sessions & 30 min x 4 sessions	12.5 hrs	2 hrs	$ 1,377.50

4.13.3

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide		X			25.00 hr	180 days @ 5.25 hr per day & 20 days @ 4 hrs per day	180 days @ 5.25 hr/day	20 days @ 4 hr/ day	$ 25,625.00
9. Other									
						TOTAL COST			$64240.50

ESTIMATED MAXIMUM RELATED SERVICES COST $ 64240.50

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 64240.50

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Sierra Foothills Academy
(Name of Nonpublic School/Agency)

(Signature) 6/20/14 (Date)

Dr. Thomas Williams Principal
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

(Signature) (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

VENDOR - PO without Receiving — Fiscal Year 2014/15

Requisition Number **VR15-00239** Requisition Date **06/18/2014**

Summary

Created by	DIANE_METZELAAR, 6/18/2014	PO #		Goods & Services	
Department	BUSINESS	Responsibility		Academic Dept	
Status	Submitted				
On Hold	No	Attachments	None		
Requisitioner	Diane Metzelaar	Board Date		Non Taxable	95,328.02
Order Site	9000 - Special Education			Taxable	.00
Delivery Site	9000 - Special Education			Tax (7.5000)	.00
Delivery Date		Room		Shipping (0.00)	.00
Project				Adjustment	.00
Info	Open PO 7/1/14 - 6/30/15			Requisition Total	**95,328.02**

Requisition Vendor Information

002757/1 SIERRA FOOTHILLS ACADEMY
6245 KING ROAD , LOOMIS, CA 95650-8801

Purchasing

PO Date	PO Printed Date	Buyer	-
Quote	Quote Date		

Line Items

Change Level 0

	Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
	Open PO						
1	Open PO from 7/1/14 to 6/30/15 for Sierra Foothills Academy.		EACH	1		95,328.0200	95,328.02

Accounts

	Amount	Encumbered	Expensed	Outstanding
01. 6500. 0. 5800. 00. 5770. 1180. 000. 00. 000. 00 (2015) Spec Ed,Prof Ser,NPS	95,328.02	95,328.02		.00

ESCAPE ONLINE

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify Contract between Learning Solutions and WPUSD - July 1, 2014 through June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Special Education Funds

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Non Public Agency (NPA) services with Learning Solutions for one student of our district. The contract period is from July 1, 2014 through June 30, 2015. The hourly or daily rates are included in the attached service agreement. The NPA costs related to the services will be funded from the District Special Education Program. The total estimated cost for services is $48,602.

RECOMMENDATION:

Administration recommends the Board ratify the contract between Learning Solutions and WPUSD as noted above.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer C[illegible] Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	Nonpublic School/Agency	Learning Solutions
Address	600 6th Street, Fourth Floor	Address	3031 C Street
City, State Zip	Lincoln, CA 95648	City, State, Zip	Sacramento, CA 95648

Phone	(916) 645-4078			Business Contact Name	Erin Chargin
LEA Case Manager	Patti Stevens			Phone	916-442-2396 Fax 916-442-2525
				e-Mail	erinchargin@learningsolutionskids.com
Student Last Name		Student First Name		Program Contact Name	Erin Chargin
				Phone	916-442-2396 Fax 916-442-2525
D.O.B.		I.D. #		e-Mail	erinchargin@learningsolutionskids.com
Grade	6th	Level	Sex (X) M ( ) F	Education Schedule – Regular School Year	
Parent/ Guardian Last Name		Parent/ Guardian First Name		Number of Days	Number of Weeks
				Education Schedule – Extended School Year	
				Number of Days	Number of Weeks
Address				Contract Begins	07/01/2014 Ends 06/30/2015
City, State, Zip	Lincoln, CA 95648			Master Contract Approved by the Governing Board on	
Home Phone	916	Business	916		

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Counseling a. Group b. Individual c. Family									
2. Adapted P.E.									
3. Speech/Language a. Group b. Individual									
4. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg. School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. Behavior Intervention Services a. Consult b. Direct c. Supervision d. Assessment			X		$90.25 hr 99.75 hr	10 hrs. per month 2 hrs. per month	10 10	1 1	$9,927.50 $2,194.50
8. One-to-One Aide			X		$30.40 hr	6 hrs. per day ($182.40 per day)	180	20	$36,480.00
9. Other									
						TOTAL COST			$48,602.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ $48,602.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ $48,602.00

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Learning Solutions
(Name of Nonpublic School/Agency)

(Signature) June 18, 2014 (Date)

Erin Chargin, Director / President
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

(Signature) 6/18/14 (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

(Signature) 6/18/14 (Date)

Audrey Kilpatrick, Assistant Superintendent, Business Services
(Name of Superintendent or Authorized Designee)

VENDOR - PO without Receiving — Fiscal Year 2014/15

Requisition Number **VR15-00241** Requisition Date **06/18/2014**

Summary

Created by	DIANE_METZELAAR, 6/18/2014	PO #		Goods & Services	
Department	BUSINESS	Responsibility		Academic Dept	
Status	Submitted				
On Hold	No	Attachments	None		
Requisitioner	Diane Metzelaar	Board Date		Non Taxable	48,602.00
Order Site	9000 - Special Education			Taxable	.00
Delivery Site	9000 - Special Education			Tax (7.5000)	.00
Delivery Date		Room		Shipping (0.00)	.00
Project				Adjustment	.00
Info	Open PO during 7/1/14 - 6/30/15			Requisition Total	**48,602.00**

Requisition Vendor Information

002309/1 LEARNING SOLUTIONS INC
3031 C STREET , SACRAMENTO, CA 95816

Purchasing

PO Date	PO Printed Date	Buyer	-
Quote	Quote Date		

Line Items — Change Level 0

	Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
	Open PO						
1	Open PO for behaviorist services for during 7/1/14 - 6/30/15.		EACH	1		48,602.0000	48,602.00

Accounts

	Amount	Encumbered	Expensed	Outstanding
01. 6500. 0. 5800. 00. 5770. 1182. 000. 00. 000. 00 (2015) Spec Ed,Prof Ser,NPA	48,602.00	48,602.00		.00

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratify Contract between Sierra Pediatric Therapy Clinic and WPUSD - July 1, 2014 through June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Special Education Funds

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Non Public Agency (NPA) services with Sierra Pediatric Therapy Clinic for one student of our district. The contract period is from July 1, 2014 through June 30, 2015. The hourly or daily rates are included in the attached service agreement. The NPA costs related to the services will be funded from the District Special Education Program. The total estimated cost for services is $10,925.

RECOMMENDATION:

Administration recommends the Board ratify the contract between Sierra Pediatric Therapy Clinic and WPUSD as noted above.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 07/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and rporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Sierra Pediatric Therapy Clinic
Address	600 6th Street, Fourth Floor	**Address**	700 Sunrise Avenue, Suite O
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Roseville, CA 95661

Phone	(916) 645-4078			**Business Contact Name**	Leslie Anderson
LEA Case Manager	Patti Stevens			**Phone** 916-791-2747	**Fax** 916-791-2189
				e-Mail	sierrapeds2002@yahoo.com
Student Last Name		**Student First Name**		**Program Contact Name**	Kristine Corn
				Phone 916-791-2747	**Fax** 916-791-2189
D.O.B.		**I.D. #**		**e-Mail**	sierrapeds2002@yahoo.com
Grade 10th	**Level**	**Sex**	(X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
				Number of Days	**Number of Weeks**
Address				**Contract Begins** 07/01/2014	**Ends** 06/30/2015
City, State, Zip	Lincoln, CA 95648			**Master Contract Approved by the Governing Board on**	
Home Phone	916	**Business**	916-		

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

4.15.1

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation			X		109.25/ hour	60 min x 100=6,000	100 hrs Reg & ESY		$ 10,925.00
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			10,925.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 10,925.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 10,925.00

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements. Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Sierra Pediatric Therapy Clinic
(Name of Nonpublic School/Agency)

Kristine M Corn 6/18/14
(Signature) (Date)

Kristine Corn, DPT Executive Director
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

Carrie Carlson 6/19/14
(Signature) 6/20/14 (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)
Carrie Carlson, Director of Business

VENDOR - PO without Receiving — Fiscal Year 2014/15

Requisition Number **VR15-00243** — Requisition Date **06/18/2014**

Summary

Created by	DIANE_METZELAAR, 6/18/2014	PO #		Goods & Services	
Department	BUSINESS	Responsibility		Academic Dept	
Status	Submitted				
On Hold	No	Attachments	None		
Requisitioner	Diane Metzelaar	Board Date		Non Taxable	10,925.00
Order Site	9000 - Special Education			Taxable	.00
Delivery Site	9000 - Special Education			Tax (7.5000)	.00
Delivery Date		Room		Shipping (0.00)	.00
Project				Adjustment	.00
Info	Open PO 7/1/14 - 6/30/15			Requisition Total	**10,925.00**

Requisition Vendor Information

000808/2
KRISTINE N CORN DBA SIERRA
PEDIATRIC THERAPY CLINIC
700 SUNRISE AVE STE O , ROSEVILLE, CA 95661

Purchasing

PO Date	PO Printed Date	Buyer	-
Quote	Quote Date		

Line Items — Change Level 0

	Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
	Open PO						
1	Open PO for Physical Therapy services for [redacted] from 7/1/14 - 6/30/15.		EACH	1		10,925.0000	10,925.00

Accounts

	Amount	Encumbered	Expensed	Outstanding
01. 6500. 0. 5800. 00. 5770. 1182. 000. 00. 000. 00 (2015) Spec Ed,Prof Ser,NPA	10,925.00	10,925.00		.00

ESCAPE ONLINE

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify Contract between Medicab of Sacramento/Sierra and WPUSD - July 1, 2014 through June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Special Education Funds

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Non Public Agency (NPA) services with Medicab of Sacramento/Sierra for two students of our district. The contract period is from July 1, 2014 through June 30, 2015. The hourly or daily rates are included in the attached service agreement. The NPA costs related to the services will be funded from the District Special Education Program. The total estimated cost for services is $42,200.

RECOMMENDATION:

Administration recommends the Board ratify the contract between Medicab of Sacramento/Sierra and WPUSD as noted above.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	Nonpublic School/Agency	Medicab of Sacramento/Sierra
Address	600 6th Street, Fourth Floor	Address	2002 Cassia Way
City, State Zip	Lincoln, CA 95648	City, State, Zip	Rocklin, CA 95765

Phone	(916) 645-4078			Business Contact Name	Michael Ratliff
LEA Case Manager	Patti Stevens			Phone 916-415-1970	Fax 916-415-1944
				e-Mail	medicabtransport@att.net
Student Last Name		Student First Name		Program Contact Name	Kimberly Ratliff
				Phone 916-415-1970	Fax 916-415-1944
D.O.B.		I.D. #		e-Mail	kimberlyratliff@yahoo.com
Grade 12th	Level	Sex	(X) M ( ) F	Education Schedule – Regular School Year	
Parent/ Guardian Last Name		Parent/ Guardian First Name		Number of Days 180	Number of Weeks
				Education Schedule – Extended School Year	
Address	t			Number of Days 20	Number of Weeks
City, State, Zip	Lincoln, CA 95648			Contract Begins 7/01/2014	Ends 06/30/2015
Home Phone 916		Business	916-	Master Contract Approved by the Governing Board on	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent			X		83.00 /day		180 days	20 days	$16,600.00
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X							
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			16,600.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 16,600.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 16,600.00

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Medicab of Sacramento/Sierra
(Name of Nonpublic School/Agency)

(Signature) 6/12/14 (Date)

Michael Ratliff, Owner
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

(Signature) 6/12/14 6/12/14 (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)
Audry Kilpatrick Asst. Supt. Business

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency (LEA)	Western Placer Unified School District	Nonpublic School/Agency	Medicab of Sacramento/Sierra
Address	600 6th Street, Fourth Floor	Address	2002 Cassia Way
City, State, Zip	Lincoln, CA 95648	City, State, Zip	Rocklin, CA 95765

Phone	(916) 645-4078			Business Contact Name	Michael Ratliff
LEA Case Manager	Patti Stevens			Phone 916-415-1970	Fax 916-415-1944
				e-Mail	medicabtransport@att.net
Student Last Name		Student First Name		Program Contact Name	Kimberly Ratliff
				Phone 916-415-1970	Fax 916-415-1944
D.O.B.		I.D. #		e-Mail	kimberlyratliff@yahoo.com
Grade 5th	Level	Sex	(X) M ( ) F	Education Schedule – Regular School Year	
Parent/ Guardian Last Name	I	Parent/ Guardian First Name		Number of Days 180	Number of Weeks
				Education Schedule – Extended School Year	
Address				Number of Days 20	Number of Weeks
City, State, Zip	Lincoln, CA 95648			Contract Begins 7/01/2014	Ends 06/30/2015
Home Phone	916-	Business	91(	Master Contract Approved by the Governing Board on	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg. School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent			X		128.00 /day		180 days	20 days	$25,600.00
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			25,600.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 25,600.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 25,600.00

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Medicab of Sacramento/Sierra
(Name of Nonpublic School/Agency)

(Signature) 6/12/14 (Date)

Michael Ratliff, Owner
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

(Signature) 6/18/14 (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)
Audrey Kilpatrick Asst Supt. Business Oper.

VENDOR - PO without Receiving — Fiscal Year 2014/15

Requisition Number **VR15-00242** — Requisition Date **06/18/2014**

Summary

Created by	DIANE_METZELAAR, 6/18/2014	PO #		Goods & Services	
Department	BUSINESS	Responsibility		Academic Dept	
Status	Submitted				
On Hold	No	Attachments	None		
Requisitioner	Diane Metzelaar	Board Date		Non Taxable	42,200.00
Order Site	9000 - Special Education			Taxable	.00
Delivery Site	9000 - Special Education			Tax (7.5000)	.00
Delivery Date		Room		Shipping (0.00)	.00
Project				Adjustment	.00
Info	Open PO 7/1/14 - 6/30/15			Requisition Total	**42,200.00**

Requisition Vendor Information

001278/1 MEDICAB OF SACRAMENTO/SIERRA
2002 CASSIA WAY , ROCKLIN, CA 95765

Purchasing

PO Date	PO Printed Date	Buyer	-
Quote	Quote Date		

Line Items — Change Level 0

	Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
	Open PO						
1	Open PO for transportation for during 7/1/14 - 6/30/14.		EACH	1		42,200.0000	42,200.00

Accounts

	Amount	Encumbered	Expensed	Outstanding
01. 6500. 0. 5800. 00. 5770. 1182. 000. 00. 000. 00 (2015) Spec Ed,Prof Ser,NPA	42,200.00	42,200.00		.00

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify Contract between Odyssey Learning Center and WPUSD - July 1, 2014 through June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Special Education Funds

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Non Public School (NPS) services with Odyssey Learning Center for two students of our district. The contract period is from July 1, 2014 through June 30, 2015. The hourly or daily rates are included in the attached service agreement. The NPS costs related to the services will be funded from the District Special Education Program. The total estimated cost for services is $73,165.50.

RECOMMENDATION:

Administration recommends the Board ratify the contract between Odyssey Learning Center and WPUSD as noted above.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 07/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Odyssey Learning Center
Address	600 6th Street, Fourth Floor	**Address**	7150 Santa Juanita Avenue
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Orangevale, CA 95662

Phone	(916) 645-4078			**Business Contact Name**	Lisa Downing
LEA Case Manager	Patti Stevens			**Phone**	916-988-0258 x209 **Fax** 916-988-0423
				e-Mail	lisadowning@odysseylearningcenter.org
Student Last Name		**Student First Name**		**Program Contact Name**	Lisa Downing
				Phone	916-988-0258, 209 **Fax** 916-988-0423
D.O.B.		**I.D. #**		**e-Mail**	lisadowning@odysseylearningcenter.org
Grade 2nd	**Level**	**Sex**	(X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
				Number of Days	**Number of Weeks**
Address				**Contract Begins** 07/01/2014	**Ends** 06/30/2015
City, State, Zip				**Master Contract Approved by the Governing Board on**	
Home Phone 916		**Business** 917			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			159.84/day		180	20	$31,968.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			80.10 hour= (34 total hours)	30 min x 60 sessions & 30 min x 8 sessions	30 hrs	4 hrs	$2,723.40
5. Occupational Therapy a. Therapy b. Consultation		X			85.50 hour= (16.5 hours)	30 min x 25 sessions & 60 min x 4 sessions	12.50 hrs	4 hrs	$1,410.75

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			36,102.15

ESTIMATED MAXIMUM RELATED SERVICES COST $ 36,102.15

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 36,102.15

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Odyssey Learning Center
(Name of Nonpublic School/Agency)

Lisa Downing 6/17/14
(Signature) (Date)

Lisa Downing, Vice-Principal
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/18/14
(Signature) (Date)

Assist. Supt Business

~~Patti Stevens, Interim Director of Special~~ Education
(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Odyssey Learning Center
Address	600 6th Street, Fourth Floor	**Address**	7150 Santa Juanita Avenue
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Orangevale, CA 95662

Phone	(916) 645-4078			**Business Contact Name**	Lisa Downing
LEA Case Manager	Patti Stevens			**Phone**	916-988-0258 x209 **Fax** 916-988-0423
				e-Mail	lisadowning@odysseylearningcenter.org
Student Last Name		**Student First Name**		**Program Contact Name**	Lisa Downing
				Phone	916-988-0258 x209 **Fax** 916-988-0423
D.O.B.		**I.D. #**		**e-Mail**	lisadowning@odysseylearningcenter.org
Grade	4th **Level**	**Sex**	(X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	180 **Number of Weeks**
				Education Schedule – Extended School Year	
Address				**Number of Days**	20 **Number of Weeks**
City, State, Zip	Lincoln, CA 95648			**Contract Begins**	07/01/2014 **Ends** 06/30/2015
Home Phone	916	**Business**	916	**Master Contract Approved by the Governing Board on**	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION					**159.84/day**		180	20	31,968.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual					80.10 hour=(46 total hours)	30 min x 84 sessions & 30 min x 8 sessions	42 hrs	4 hrs	$3,684.60
5. Occupational Therapy a. Therapy b. Consultation					85.50 hour=(19 .5 total hours)	30 min x 36 sessions & 30 min x 3 sessions	18 hrs	1.5 hrs	$1,667.25

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			

ESTIMATED MAXIMUM RELATED SERVICES COST $ $37,319.85

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ $37,319.85

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Odyssey Learning Ctr.
(Name of Nonpublic School/Agency)

Lisa Y. Downing 6/18/14
(Signature) (Date)

Lisa Y. Downing, Vice-Principal
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/18/14
(Signature) (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

6/18/14
(Signature) (Date)

Audrey Kilpatrick, Assistant Superintendent, Business Services
(Name of Superintendent or Authorized Designee)

VENDOR - PO without Receiving — Fiscal Year 2014/15

Requisition Number **VR15-00237** Requisition Date **06/18/2014**

Summary

Created by	DIANE_METZELAAR, 6/18/2014	PO #		Goods & Services	
Department	BUSINESS	Responsibility		Academic Dept	
Status	Submitted				
On Hold	No	Attachments	None		
Requisitioner	Diane Metzelaar	Board Date		Non Taxable	73,165.50
Order Site	9000 - Special Education			Taxable	.00
Delivery Site	9000 - Special Education			Tax (7.5000)	.00
Delivery Date		Room		Shipping (0.00)	.00
Project				Adjustment	.00
Info	Open PO 7-1-14 to 6-30-14			Requisition Total	**73,165.50**

Requisition Vendor Information

002752/1 ODYSSEY LEARNING CENTER, INC.
7150 SANTA JUANITA AVENUE , ORANGEVALE, CA 95662

Purchasing

PO Date	PO Printed Date	Buyer	-
Quote	Quote Date		

Line Items Change Level 0

	Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
1	Open PO for Odyssey Learning Center during 7/1/14 - 6/30/15		EACH	1		73,165.5000	73,165.50

Accounts

	Amount	Encumbered	Expensed	Outstanding
01. 6500. 0. 5800. 00. 5770. 1180. 000. 00. 000. 00 (2015) Spec Ed,Prof Ser,NPS	73,165.50	73,165.50		.00

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify Contract between Placer Learning Center and WPUSD - July 1, 2014 through June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Special Education Funds / Mental Health Funds

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Non Public School (NPS) services with Placer Learning Center for eleven (11) students of our district. The contract period is from July 1, 2014 through June 30, 2015. The hourly or daily rates are included in the attached service agreement. The NPS costs related to the services will be funded from the District Special Education Program (87%) and Mental Health Funds (13%). The total estimated cost for services is $375,517.20.

RECOMMENDATION:

Administration recommends the Board ratify the contract between Placer Learning Center and WPUSD as noted above.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer unty Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this ependent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078			**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens			**Phone** 916-774-1260	**Fax** 916-791-0860
				e-Mail	randye@placerlc.com
Student Last Name		**Student First Name**		**Program Contact Name**	Randye Eichler
				Phone 916-774-1260	**Fax** 916-791-0860
D.O.B.		**I.D. #**		**e-Mail**	randye@placerlc.com
Grade 7th	**Level**	**Sex**	(X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
Address				**Number of Days**	**Number of Weeks**
City, State, Zip	Lincoln, CA 95648			**Contract Begins** 7/01/2014	**Ends** 06/30/2015
Home Phone 916		**Business** 916		**Master Contract Approved by the Governing Board on**	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			145.60 /day		180	20	$29,120.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			80.00 hour= (38.5 total hours)	30 min x 76 sessions & 30 min x 1 session	38 hrs	½ hr	$ 3,080.00
5. Occupational Therapy a. Therapy b. Consultation									

4.18.1

B. RELATED SERVICES (cont'd)	Provider				Cost and Dura-tion of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide		X			25.00 hour	200 days @ 6 hrs per day	180 days @ 6 hrs per day	20 days @ 6 hrs per day	$ 30,000.00
9. Other									
						TOTAL COST			62,160.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 62,200.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 62,200.00

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: ___ Quarterly ___ Monthly ___ Other (Specify _____)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Kaudye Eichler 6/6/2014
(Signature) (Date)

Kaudye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/6/14
(Signature) (Date)

Audrey Kilpatrick Asst Supt. Business Services

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.2

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078	**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens	**Phone** 916-774-1260	**Fax** 916-791-0860
		e-Mail	randye@placerlc.com
Student Last Name	**Student First Name**	**Program Contact Name**	Randye Eichler
		Phone 916-774-1260	**Fax** 916-791-0860
D.O.B.	**I.D. #**	**e-Mail**	randye@placerlc.com
Grade 6th **Level**	**Sex** (X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name	**Parent/ Guardian First Name**	**Number of Days**	**Number of Weeks**
		Education Schedule – Extended School Year	
Address		**Number of Days**	**Number of Weeks**
City, State, Zip	Lincoln CA 95648	**Contract Begins** 07/01/2014	**Ends** 06/30/2015
Home Phone 650	**Business**	**Master Contract Approved by the Governing Board on**	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			$145.60/ day		180	20	$ 29,120.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family		X			$80.00 hour = (26.6 total hours)	40 min x 36 sessions $ 40 min x 4 sessions	24 hrs	2.6 hrs	$ 2128.00
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			$80.00 hour= (5 total hours)	30 min x 9 sessions	4.5 hrs	½ hr	$ 400.00

4.18.3

5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Dura-tion of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other: Counseling									
						TOTAL COST			32,048.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 32,048.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 32,048.00

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/6/2014
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/6/14
(Signature) (Date)

Audrey Fitzpatrick Asst Supt. Business Services
Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.4

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078			**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens			**Phone** 916-774-1260	**Fax** 916-791-0860
				e-Mail	reichler@placerlc.com
Student Last Name		**Student First Name**		**Program Contact Name**	Randye Eichler
				Phone 916-774-1260	**Fax** 916-791-0860
D.O.B.		**I.D. #**		**e-Mail**	reichler@placerlc.com
Grade 12th	**Level**	**Sex**	(X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
				Number of Days	**Number of Weeks**
Address				**Contract Begins** 7/01/2014	**Ends** 06/30/2015
City, State, Zip	Lincoln, CA 95648			**Master Contract Approved by the Governing Board on**	
Home Phone 916		**Business** 916-			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			145.60 /day		180	20	$ 29,120.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			80.00 hour= (31.5 total hours)	30 min x 60 sessions & 30 min x 3 sessions	30 hrs	1.5 hrs	$ 2,520.00
5. Occupational Therapy a. Therapy b. Consultation								4, 18.5	

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			31,640.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 31,640.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 31,640.00

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: ___ Quarterly ___ Monthly ___ Other (Specify _____)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/6/2014
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/6/14
(Signature) Andrea Jalpatrick ASST Supt. Business (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.6

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078	**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens	**Phone** 916-774-1260 **Fax**	916-791-0860
		e-Mail	randye@placerlc.com
Student Last Name	**Student First Name**	**Program Contact Name**	Randye Eichler
		Phone 916-774-1260 **Fax**	916-791-0860
D.O.B.	**I.D. #**	**e-Mail**	randye@placerlc.com
Grade 12th **Level**	**Sex** (X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name	**Parent/ Guardian First Name**	**Number of Days**	**Number of Weeks**
		Education Schedule – Extended School Year	
		Number of Days	**Number of Weeks**
Address :t		**Contract Begins** 7/01/2014 **Ends**	06/30/2015
City, State, Zip Lincoln, CA 95648		**Master Contract Approved by the Governing Board on**	
Home Phone 916	**Business**		

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			145.60/day		180	20	$29,120.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family		X			80.00 hour =(20 total hours)	30 min x 40 sessions	20 hrs		$ 1,600.00
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

4, 18. 7

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			30,720.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 30,720.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

_____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 30,720.00

6

4. Other Provisions/Attachments: _____

_____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/6/2014
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

[signature] 6/16/14
(Signature) (Date)

Asst Supt. Business

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.8

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 07/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on December 31, 2014, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078			**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens			**Phone** 916-774-1260	**Fax** 916-791-0860
				e-Mail randye@placerlc.com	
Student Last Name		**Student First Name**		**Program Contact Name**	Randye Eichler
				Phone 916-774-1260	**Fax** 916-791-0860
D.O.B.		**I.D. #**		**e-Mail** randye@placerlc.com	
Grade 12+	**Level**	**Sex** (X) M ( ) F		**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
				Number of Days	**Number of Weeks**
Address				**Contract Begins** 07/01/2014	**Ends** 12/31/2014
City, State, Zip	Lincoln, CA 95648			**Master Contract Approved by the Governing Board on**	
Home Phone 408		**Business**			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			145.60 /day		80	20	$ 14,560.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

4.18.9

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			14,560.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 14,560.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 14,560.00

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/6/2014
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/6/14
(Signature) Asst. Supt. Business (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.10

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078			**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens			**Phone** 916-774-1260	**Fax** 916-791-0860
				e-Mail	randye@placerlc.com
Student Last Name		**Student First Name**		**Program Contact Name**	Randye Eichler
				Phone 916-774-1260	**Fax** 916-791-0860
D.O.B.		**I.D. #**		**e-Mail**	Randye@placerlc.com
Grade 4th	**Level**	**Sex**	(X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
				Number of Days	**Number of Weeks**
Address				**Contract Begins** 08/19/2014	**Ends** 06/30/2015
City, State, Zip	Lincoln, CA 95648			**Master Contract Approved by the Governing Board on**	
Home Phone 425		**Business**			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			145.60 /day		180	20	$29,120.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent		X			23.75/ day		180	20	$ 4,750.00
2. Counseling a. Group b. Individual c. Family		X			80.00 hour = (8.3 hours total)	20 min x 25 sessions	8.3 hrs		$ 664.00
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			80.00 hour = (30 hours total)	45 min. x 36 sessions & 45 min x 4 sessions	27 hrs	3 hrs	$ 2,400.00
5. Occupational Therapy a. Therapy b. Consultation									

4.18.11

B. RELATED SERVICES (cont'd)	Provider				Cost and Dura-tion of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			36,934.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 36,934.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

_____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 36,934.00

6

4. Other Provisions/Attachments: _____

_____

5. Progress Reporting Requirements: ✓ Quarterly ___ Monthly ___ Other (Specify _____)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/16/2014
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/16/14
(Signature) Asst Supt Business (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.12

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078	**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens	**Phone** 916-774-1260 **Fax**	916-791-0860
		e-Mail	randye@placerlc.com
Student Last Name	**Student First Name**	**Program Contact Name**	Randye Eichler
		Phone 916-774-1260 **Fax**	916-791-0860
D.O.B.	**I.D. #**	**e-Mail**	randye@placerlc.com
Grade 11th **Level** **Sex** ( )M (X)F		**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name	**Parent/ Guardian First Name**	**Number of Days** **Number of Weeks**	
		Education Schedule – Extended School Year	
		Number of Days **Number of Weeks**	
Address		**Contract Begins** 07/01/2014 **Ends**	06/30/2015
City, State, Zip	Lincoln, CA 95648	**Master Contract Approved by the Governing Board on**	
Home Phone 916	**Business** 916		

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			$145.60/ day		180	20	$ 29,120.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent		X			$ 23.75/ day		180	20	$ 4,750.00
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			$ 80 hr = (22.67 hours total)	20 min x 60 sessions & 20 min x 8 sessions	20 hrs	2.67 hrs	$ 1,813.60
5. Occupational Therapy a. Therapy b. Consultation									

4.18.13

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			35,683.60

ESTIMATED MAXIMUM RELATED SERVICES COST $ 35,683.60

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 35,683.60

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/6/2014
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

[signature] 6/4/14
(Signature) Audrey Fitzpatrick Asst Supt. Business (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.14

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078			**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens			**Phone** 916-774-1260	**Fax** 916-791-0860
				e-Mail	randye@placerlc.com
Student Last Name		**Student First Name**		**Program Contact Name**	Randye Eichler
				Phone 916-774-1260	**Fax** 916-791-0860
D.O.B.		**I.D. #**		**e-Mail**	Randye@placerlc.com
Grade 5th	**Level**	**Sex**	(X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
				Number of Days	**Number of Weeks**
Address				**Contract Begins** 07/01/2014	**Ends** 06/30/2015
City, State, Zip	Lincoln, CA 95648			**Master Contract Approved by the Governing Board on**	
Home Phone 916		**Business** (916)			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			145.60 /day		180	20	$29,120.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent		X			23.75/ day		180	20	$ 4,750.00
2. Counseling a. Group b. Individual c. Family		X			80.00/hr = (28.67 total hours)	40 min x 40 sessions & 30 min x 4 sessions	26.67 hrs	2 hrs	$ 2,133.60
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			80.00 hour= (27 total hours)	30 min x 50 sessions 25 hrs/yr	25 hrs	2 hrs	$ 2,000.00
5. Occupational Therapy a. Therapy b. Consultation									

4.18.15

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			38,003.60

ESTIMATED MAXIMUM RELATED SERVICES COST $ 38,003.60

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 38,003.60

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/6/14
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/6/14
(Signature) (Date)

Audrey Kilpatrick Admin Asst. Business

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.16

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078			**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens			**Phone** 916-774-1260	**Fax** 916-791-0860
				e-Mail	randye@placerlc.com
Student Last Name		**Student First Name**		**Program Contact Name**	Randye Eichler
				Phone 916-774-1260	**Fax** 916-791-0860
D.O.B.		**I.D. #**		**e-Mail**	randye@placerlc.com
Grade 12th	**Level**	**Sex** (X) M ( ) F		**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
Address				**Number of Days**	**Number of Weeks**
City, State, Zip	Lincoln. CA 95648			**Contract Begins** 07/01/2014	**Ends** 06/30/2015
Home Phone 916		**Business**		**Master Contract Approved by the Governing Board on**	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			145.60/ day		180	20	$29,120.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family		X			80.00 hour = (20 total hours)	30 min x 40 sessions	20 hrs		$ 1,600.00
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

4.18.17

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			30,720.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 30,720.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 30,720.00

6

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify ___)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/16/2014
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

[signature] 6/16/14
(Signature) Audrey Lafrenz Asst. Supt. Business (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.18

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/01/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078			**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens			**Phone** 916-774-1260	**Fax** 916-791-0860
				e-Mail	randye@placerlc.com
Student Last Name		**Student First Name**		**Program Contact Name**	Randye Eichler
				Phone 916-774-1260	**Fax** 916-791-0860
D.O.B.		**I.D. #**		**e-Mail**	randye@placerlc.com
Grade 8th	**Level**	**Sex**	(X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
				Number of Days	**Number of Weeks**
Address				**Contract Begins** 07/01/2014	**Ends** 06/30/2015
City, State, Zip	Lincoln, CA 95648			**Master Contract Approved by the Governing Board on**	
Home Phone 916		**Business** 916-			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			145.60/ day		180		$26,208.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family		X			80.00/hr	60 min x 56 sess/yr	56 hrs		$ 4,480.00
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

4.18.19

B. RELATED SERVICES (cont'd)	Provider				Cost and Dura-tion of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			30,688.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 30,688.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 30,688.00

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: ___ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/6/2014
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/6/14
(Signature) Heidi Kirkpatrick Asst Admin Business (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.20

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/2014 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided in the Master Contract and by applicable law. Attached as Exhibit 1 to this Independent Services Agreement is the Master Contract executed between the CONTRACTOR identified below and the Placer County Special Education Local Plan Area (SELPA). All terms and conditions of this Master Contract are specifically included and incorporated into this Independent Services Agreement.

Local Education Agency(LEA)	Western Placer Unified School District	**Nonpublic School/Agency**	Placer Learning Center
Address	600 6th Street, Fourth Floor	**Address**	5477 Eureka Rd
City, State Zip	Lincoln, CA 95648	**City, State, Zip**	Granite Bay, CA 95746

Phone	(916) 645-4078			**Business Contact Name**	Randye Eichler
LEA Case Manager	Patti Stevens			**Phone** 916-774-1260	**Fax** 916-791-0860
				e-Mail	randye@placerlc.com
Student Last Name		**Student First Name**		**Program Contact Name**	Randye Eichler
				Phone 916-774-1260	**Fax** 916-791-0860
D.O.B.		**I.D. #**		**e-Mail**	randye@placerlc.com
Grade 3rd	**Level**	**Sex**	(X) M ( ) F	**Education Schedule – Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**	**Number of Weeks**
				Education Schedule – Extended School Year	
Address	ne			**Number of Days**	**Number of Weeks**
City, State, Zip	Lincoln, CA 95648			**Contract Begins** 7/01/2014	**Ends** 06/30/2015
Home Phone 916		**Business**	916	**Master Contract Approved by the Governing Board on**	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			145.60/ day		180	20	$ 29,120.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual		X			80.00 hour= (40 total hours)	60 min x 40 sessions	40 hrs		$ 3,200.00
5. Occupational Therapy a. Therapy b. Consultation									

4.18.21

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			32,320.00

ESTIMATED MAXIMUM RELATED SERVICES COST $ 32,320.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

_____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ 32,320.00

6

4. Other Provisions/Attachments: _____

_____

5. Progress Reporting Requirements: Quarterly ___ Monthly ___ Other (Specify _____)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Placer Learning Center
(Name of Nonpublic School/Agency)

Randye Eichler 6/6/2014
(Signature) (Date)

Randye Eichler, MS
(Name and Title)

LEA

Western Placer Unified School District
(Name of LEA)

6/6/14
(Signature) (Date)

Patti Stevens, Interim Director of Special Education
(Name of Superintendent or Authorized Designee)

4.18.22

VENDOR - PO without Receiving — Fiscal Year 2014/15

Requisition Number **VR15-00238** Requisition Date **06/18/2014**

Summary

Created by	DIANE_METZELAAR, 6/18/2014	PO #		Goods & Services	
Department	BUSINESS	Responsibility		Academic Dept	
Status	Submitted				
On Hold	No	Attachments	None		
Requisitioner	Diane Metzelaar	Board Date		Non Taxable	375,517.20
Order Site	9000 - Special Education			Taxable	.00
Delivery Site	9000 - Special Education			Tax (7.5000)	.00
Delivery Date		Room		Shipping (0.00)	.00
Project				Adjustment	.00
Info	Open PO for 7/1/14 - 6/30/15			Requisition Total	**375,517.20**

Requisition Vendor Information

002333/1 PLACER LEARNING CENTER
5477 EUREKA ROAD , GRANITE BAY, CA 95746

Purchasing

PO Date	PO Printed Date	Buyer	-
Quote	Quote Date		

Line Items Change Level 0

	Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
	Open PO						
1	Open PO for Placer Learning Center from 7/1/14 to 6/30/15		EACH	1		375,517.2000	375,517.20

Accounts

	Amount	Encumbered	Expensed	Outstanding
01. 6500. 0. 5800. 00. 5770. 1180. 000. 00. 000. 00 (2015) Spec Ed,Prof Ser,NPS	327,517.20	327,517.20		.00
01. 6512. 0. 5800. 00. 5105. 1180. 000. 00. 000. 00 (2015) MH Prop 98,Prof Ser,NPS	8,637.00	8,637.00		.00
01. 6512. 0. 5800. 00. 5155. 1180. 000. 00. 000. 00 (2015) MH Prop 98,Prof Ser,NPS	39,363.00	39,363.00		.00

4.18.23

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:
Annual Software License Agreement with Database Depot, Inc.

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Kerry Callahan

ENCLOSURES:
Yes

DEPARTMENT:
Business
Educational Services

FINANCIAL INPUT/SOURCE:
General Fund Supplemental Grant

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

Western Placer Unified School Districts will continue the Software License Agreement between Database Depot, Inc. for use of the Red Schoolhouse Software, for the period of July 1, 2014 to June 30, 2015. The Red Schoolhouse Software runs the OARS Assessment program used to monitor student progress.

RECOMMENDATION:

Staff recommends approval of the Software License Agreement between Data Depot, Inc. and Western Placer Unified School District for the period July 1, 2014-June 30, 2015.

wp/rk/factform

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is made and entered into this 18th day of June, 2014, by and between Database Depot, Inc., a corporation of the State of California doing business as Red Schoolhouse Software, having its principal place of business in Los Angeles, California ("Licensor")

and

Western Placer Unified School District, having its principal office in Lincoln, California ("Licensee").

WHEREAS, Licensor has developed and owns certain software useful to schools and school districts for the collection, reporting and analysis of local assessment results (the "Local Assessment Module",) for the reporting and analysis of state assessment results (the "State Assessment Module"), for administering assessments to students online (the "Online Assessment Module"), for collecting assessment results with proprietary scanning software ("ScanOARS"), and for creating student Report Cards online ("the Online Report Card Module") collectively, the "OARS Software"; and

WHEREAS, Licensor has entered into an agreement with Sanford Systems, Inc., a corporation of the State of California doing business as Key Data Systems, the developer and owner of the INSPECT item bank ("INSPECT"), whereby Licensor can provide INSPECT in conjunction with its OARS Software; and

WHEREAS, Licensee desires to acquire a license from Licensor for selected uses of OARS as listed in Exhibit A, and Licensor desires to grant Licensee a license for such uses pursuant to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, and for other good and valuable consideration pursuant to this Agreement, the parties hereby agree as follows:

I. DEFINITIONS

1. "OARS Software" shall mean the Online Assessment Reporting System ("OARS") software and database developed, owned and copyrighted by Licensor and, for the purposes of this Agreement, as further described in Exhibit B.

2. "INSPECT" shall mean the database of test questions also known as "Identifying Needs: Standards Proficiency Exams for California Teachers," developed, owned, and copyrighted by Key Data Systems as further described in Exhibit C.

4.19.1

3. "Licensed Software" shall mean the OARS Software and, if applicable, INSPECT, as listed in Exhibit A.

4. "OARS Server" shall mean any computer owned or leased by Licensor, upon which the OARS Software and/or INSPECT shall be installed.

5. "Licensed Use" shall mean those uses of OARS listed in Exhibit A.

6. "Annual License Fee" shall mean the annual license fee payable for the Licensed Use in accordance with the provisions of this Agreement.

7. "Effective Date" shall mean the last date that this Agreement is signed and dated by the parties hereto.

8. "Start Date" shall mean a date ten (10) business days after the Effective Date of this Agreement.

9. "School Year" shall mean the period of time between July 1 of one calendar year and June 30 of the following year, inclusive.

II. LICENSE GRANT

1. Non-Exclusive License. Licensor grants to Licensee a non-exclusive right and license to use the Licensed Software for the Licensed Use for a license term (the "License Term") that commences upon the Effective Date of this Agreement and continues until June 30 of the year selected in Exhibit A subject to payment each year of the Annual License Fee in accordance with the provisions of Section V of this Agreement.

2. Ownership of Licensed Software. Licensor will remain the sole and exclusive owner of all right, title, and interest in and to the OARS Software, and all intellectual property rights related thereto, except for those license rights granted under this Agreement. Sanford Systems, Inc. will remain the sole and exclusive owner of all right, title, and interest in and to INSPECT, and all intellectual property rights related thereto, except for those license rights granted under this Agreement. Licensee shall have no right to sell, assign, transfer or license any rights, or otherwise grant any sub-licenses under this Agreement.

3. Restricted Access. Licensee will ensure that access to the Licensed Software is limited to Licensee's employees, officers and directors for the Licensed Use only. Showing, demonstrating, or disclosing the specifications, design, features, or operation of the Licensed Software or providing copies of screenshots or report formats to any person who is not an employee, officer or director of Licensee is in violation of the confidentiality provisions of Section XI of this Agreement and is strictly prohibited unless approved in writing in advance by Licensor.

4. Access for Non-Employee Consultants: If Licensee wishes to provide access to OARS to non-Employee consultants, it should submit a written request for consideration to Licensor. Licensor shall not unreasonably deny such requests.

III. SYSTEM OPERATION

1. OARS Implementation. Licensee and Licensor hereby agree to implement OARS as described in Exhibit D.

2. User Internet Access. Licensee will provide users with sufficient access to an Internet-connected computer and ensure that a supported web-browser is installed. Fully supported web-browsers are defined under Exhibit B.

3. Backups. Licensor has established an automated process by which selected data from the current School Year will be backed up on a nightly basis. Nightly backups will be retained for 1 month; weekly backups will be retained for 3 months; Monthly backups will be retained for 1 year. One annual backup of Licensee's completed database shall be made at the end of each School Year, and retained until the termination of this agreement.

4. Software Updates. Periodically, Licensor will install software and security updates on the OARS Servers. To the extent practicable, Licensor will install such updates at night so as to minimize interruption to users. In the event that a security update is deemed crucial to the secure functioning of the system, Licensor reserves the right to shut down the OARS Servers without notice to install the required security update.

5. Technical Support. In the event of failure of any OARS Server or the OARS Software, Licensor will rectify the problem within two (2) business days following notification by Licensee, unless otherwise agreed upon.

IV. TRAINING AND TECHNICAL SUPPORT

1. Free-of-Charge User Training. If applicable, Licensor will provide free-of-charge User Training up to the amount shown in Exhibit A.

2. Additional User Training. After Licensee has received the full amount of free-of-charge User Training shown in Exhibit A, Licensee may purchase Additional User Training at a rate of One Thousand Five Hundred Dollars ($1,500.00) per day per trainer. Wherever travel is required, billing will include reimbursement of reasonable travel expenses. Additional User Training may be conducted in either Lecture Format, Workshop Format, or Webinar Format as described under Paragraph 3 of this Section IV.

4.19.3

3. Training Format. User Training may be conducted in either Lecture Format, Workshop Format, or Webinar Format as follows:

   a. Lecture Format (Maximum of 100 Participants): The focus of this training will be to explain and demonstrate the features and uses of OARS. Licensee will make available a training venue suitable for up to one hundred (100) participants in a lecture-seating setting.

   b. Workshop Format (Maximum of 30 Participants): The focus of this training will be to facilitate practical hands-on experience using OARS. Licensee will make available a training venue for up to thirty (30) participants, and provide each participant with an Internet-connected computer.

   c. Webinar Format (Unlimited Webinar Participants; limit of 60 concurrent OARS users during a webinar): Webinars can be scheduled on a variety of topics for an unlimited number of participants in multiple locations. Webinars are facilitated by Red Schoolhouse Software staff at the Red Schoolhouse Software office in Los Angeles. For maximum benefit, Licensee should provide its own staff to monitor and support delivery of training on site.

4. Length of Training. In order to ensure the highest possible quality, Licensee shall not schedule training for more than six hours per day per trainer. A longer training day may be arranged on a case-by-case basis, however any additional time over six hours shall be billed at a rate of $250 per hour per trainer.

5. Scheduling Training. User Training must be scheduled at least fifteen (15) business days in advance. Any training scheduled with fewer than fifteen (15) business days notice shall incur a surcharge of $500.

6. Canceling Training. Licensee may cancel any scheduled training without penalty by notifying Red Schoolhouse Software at least fifteen (15) business days before the training is to occur. Cancellation with fewer than fifteen (15), but more than five (5), days notice shall result in a reduction by half a day of Free User Training (if applicable), or a $500 charge per day and per trainer. Cancellation with five (5) or fewer days notice shall result in the forfeiture of one (1) full day of Free User Training (if applicable), or a charge of $1,500.00 per day and per trainer.

7. Custom Configuration of Assessments. Licensor will provide Licensee with a comprehensive list of publisher-created assessments ("Library Assessments") that can be configured in OARS. Furthermore, OARS offers tools that allow users to develop and implement their own assessments in the software, including the Key Editor and INSPECT. On a best-efforts basis, Licensor will assist Licensee with the configuration of assessments that are not available in the list of Library Assessments, and that cannot easily be configured with the Key Editor and INSPECT, subject to the following conditions:

4.19.4

a. Licensee must provide Licensor with appropriate and sufficient information to configure the assessment. This may include answer keys, scoring sheets, and standards alignments. THIS INFORMATION SHOULD BE PROVIDED IN AN EDITABLE, ELECTRONIC FORMAT, e.g. MICROSOFT EXCEL.

b. Licensee should provide the necessary information at least two (2), but preferably four (4), weeks prior to needing the assessment available in OARS. While Licensor will make every attempt to configure the assessment within two weeks, the time necessary can vary depending on the complexity of the assessment, the number of assessment requested, and the current workload of Licensor. During peak periods like the start of the School Year, a completion timeline of four (4) weeks is more likely.

c. Licensor reserves the right to limit this service to assessments that are likely to be administered by most or all teachers for the applicable grade level or course.

d. While there is no charge for configuration of custom assessments, and there is no limit to the number of requests that Licensee may make, this service is provided only on a best efforts basis, and Licensor makes no guarantee as to the number of assessments that can be configured, and the speed with which the configuration can be accomplished.

8. Technical Support. Licensor will respond to up to thirty (30) phone and/or email technical support requests ("Technical Support") from Licensee per calendar month. Technical Support requests in excess of thirty (30) per calendar month will be billed to Licensee at a rate of Ten Dollars ($10.00) per incident. To reduce the likelihood of incurring Technical Support fees, Licensor encourages Licensee to route certain basic technical support inquiries through a district contact and support person.

9. Software Customization and Consultation. At its sole discretion, Licensor may agree to develop custom features or reports for Licensee, or provide consultations to Licensee in areas that fall beyond the scope of the OARS software and the support described in this Section IV. Such support will be invoiced at a rate of $50.00 per hour for clerical support, $250.00 per hour for programming support, and $2,000.00 per day for special consultations.

V. ANNUAL LICENSE FEE

Annual License Fee. The license granted in Section II of this Agreement is granted subject to payment each year of a non-refundable annual license fee (the "Annual License Fee"). The Annual License Fee for each year of the License Term will be as shown in Exhibit A.

4, 19.5

VI. OTHER FEES

Fees for Additional User Training, Technical Support requests (beyond the 30 allowed per month), and Software Customization and Consultation shall be billed in accordance with the terms of Section IV, Paragraphs 2, 7 and 8 respectively.

VII. PAYMENT TERMS

1. Payment Terms.

   a. Licensee will pay the Annual License Fees to Licensor in accordance with the schedule shown in Exhibit A.

   b. Fees for Additional User Training, Technical Support requests, and Software Customization and Consultation are due and payable by Licensee to Licensor within thirty (30) calendar days of date of invoice.

2. Late Fees. Any payments not received within thirty (30) calendar days after the due dates specified in Paragraph 1 of this Section VII, will be subject to a fifty (50) dollars late fee, and will incur finance charges calculated at a rate of Prime (as determined by Wells Fargo Bank of Los Angeles, California) plus 3%.

VIII. LIABILITY

To the best knowledge and belief of the Licensor, the Licensed Software is free from errors or omissions and is effective for its intended purpose. Notwithstanding, Licensor does not warrant the performance of the Licensed Software and will not be liable to Licensee for any personal injury or damage sustained by Licensee in the use and operation of the Licensed Software under this Agreement. Further, and under no circumstance and under no legal theory (tort, contract or otherwise), will Licensor be liable to Licensee or any other person for any direct, general, indirect, special, incidental, consequential, exemplary, or other damage of any character, including without limitation, damage for the loss of good will, work stoppage, lost profit, computer failure or malfunction, or any and all commercial damages or losses resulting from the use, inability to use, or performance of the Licensed Software. The cumulative liability of Licensor to Licensee for all claims relating to the Licensed Software and/or this Agreement, including any cause of action for breach of warranty or other cause of action in contract, tort or strict liability, shall not exceed the amount of the Annual License Fee paid to Licensor hereunder. This limitation of liability shall apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Furthermore, this limitation of liability shall have precedence over any language describing Licensor's liability found in accompanying district contracts or Purchase Orders that may or may not be required as part of Licensee's standard procedures.

4.19.6

IX. WARRANTIES

Licensor hereby warrants the following:

1. Ownership Rights. The OARS Software is owned solely by Licensor. To the best knowledge and belief of Licensor, INSPECT is owned solely by Sanford Systems, Inc. and no other entity has any ownership right in or to any portion of the Licensed Software.

2. Power and Authority. Licensor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance, to the best knowledge and belief of Licensor will not violate the rights of any third party.

3. Legal Proceedings. There is no action, suit, proceeding or material claim or investigation pending or threatened against the Licensor in any court or by any federal, state or municipal or other governmental department, commission, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Licensed Software or restrict the Licensor's ability to complete the transactions contemplated hereby. Licensor knows of no basis for any such action, suit, claim, investigation or proceeding.

4. Compliance with Laws and Regulations. To the Licensor's best knowledge and belief, as of the date of this Agreement, the Licensed Software complies with all relevant federal, state and local laws and regulations.

5. Non-Infringement. To the Licensor's best knowledge and belief, the Licensed Software does not violate nor infringe upon the rights of any third party, including without limitation, any patent rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

6. Disclaimer. Licensor makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for any particular purpose.

X. TERMINATION

1. Termination by Licensor. Licensor may terminate this Agreement at any time in the event of:

   a. Bankruptcy or assignment for the benefit of creditors of the assets of Licensee.

   b. Any breach of this Agreement by Licensee that is not corrected by Licensee within thirty (30) calendar days after written notification thereof by Licensor.

4.19.7

c. Failure by Licensee to pay in full any Annual License Fee within sixty (60) calendar days from the due date thereof.

d. Failure by Licensee to pay in full any invoice from Licensor for Additional User Training or Technical Support requests within sixty (60) calendar days of date of invoice.

2. Termination by Licensee. Licensee may terminate this Agreement at any time in the event of:

a. Bankruptcy or assignment for the benefit of creditors of the assets of Licensor.

b. Any breach of this Agreement by Licensor that is not corrected by Licensor within thirty (30) calendar days after written notification thereof by Licensee.

c. For any other reason by giving thirty (30) calendar days notice in writing to Licensor, subject to paragraph 3(b) of this Section X.

3. License Fees Payable in the Event of Termination by Licensee.

a. If Licensee terminates this Agreement in accordance with the provisions of either paragraph 2(a) or 2(b) of this Section X, Licensee shall be liable to pay in full the Licensee Fees shown in Exhibit A for all completed years of service provided under this Agreement, and to pay the License Fee for any partial year of service on a pro-rata basis.

b. If Licensee terminates this Agreement in accordance with the provisions of paragraph 2(c) of this Section X, the full amount of the License Fees shown in Exhibit A for ALL years under this Agreement shall become immediately due and payable.

Licensee understands and agrees that its payment obligations under paragraph 3 of this Section X shall survive any termination of this Agreement.

4. Deletion of Data Upon Termination. Upon termination of this Agreement, all Licensee Data shall be permanently deleted for all OARS servers.

XI. SUSPENSION OF SERVICES

As an alternative to Termination, as described in Section X, Licensor may elect at its sole discretion to suspend all services for any failure by Licensee to pay the Annual License Fee or any other outstanding invoice in accordance with Section X, Paragraphs 1(c) and 1(d). Licensor will resume services once the outstanding invoices have been paid. Suspension of services, no matter how long, shall not entitle Licensee to any reduction in License Fees.

4.19.8

XI. CONFIDENTIAL INFORMATION

Licensor acknowledges that it understands the importance of protecting the confidentiality of personally identifiable student and teacher information and that it will make all reasonable efforts to protect such data, including:

1. Licensor shall transfer student and teacher information via Secure File Transfer Protocol (SFTP), or as encrypted attachments to emails.

2. Licensor shall ensure that all web pages served by the OARS Server are served using 128-bit Secure Socket Layer (SSL) technology, such that the information passed between the user's computer and the OARS Server is encrypted in both directions.

3. Licensor shall on an as-needed basis install all known security updates onto the OARS Server.

4. Licensor shall employ a firewall to further secure the OARS Server by closing all ports not needed by users and system administrators.

5. Except as required by law, or compelled by a court order, Licensor shall not provide any personally identifiable data stored on the OARS server to any third party without the written consent of Licensee.

Licensee acknowledges that the only completely secure system would be one to which no one has access. Licensee has chosen to allow Licensor to host the OARS software, to import student and teacher information into OARS, and to serve it over the Internet, with full understanding of the attendant risks.

Licensee assumes all responsibility for establishing policies for allowing users access to OARS, what access privileges those users shall have, and when and how passwords should be changed.

Except as otherwise required by law, Licensee agrees to maintain in confidence any and all proprietary information of Licensor disclosed to it, directly or indirectly, in connection with this Agreement ("Proprietary Information"). Proprietary Information includes the specifications, design, features, operation and functional attributes of the OARS Software, report formats, services, pricing and other terms of this Agreement and its Exhibits A, B, C, D and E, and all other information related to the business and plans of Licensor. Proprietary Information does not include any information made public by Licensor through its web site or other promotional materials.

Except as otherwise required by law, Licensee shall hold Proprietary Information in confidence for a period of five (5) years from the date of receipt thereof and may only disclose Proprietary Information on a "need-to-know" basis to employees, officers and directors of Licensee and only provided that all such individuals are informed of, and bound by, equivalent obligations to maintain such Proprietary Information in confidence.

4,19,9

Licensee understands and agrees that the confidentiality obligations of this Section XI shall survive any termination of this Agreement.

XII. GENERAL PROVISIONS

1. Governing Law. The validity, interpretation and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California.

2. Force Majeure. Licensor shall not be held in default of any of its obligations in the event that its performance hereunder is delayed or prevented by causes beyond its control, including, but not limited to, acts of God, war, earthquake, flood, fire, utility or transmission failures, sabotage, labor disputes, riots or other acts of civil disobedience.

3. Waiver. No waiver by either party of any default under or breach of this Agreement shall be deemed a waiver of any subsequent default or breach of the same or other provisions of this Agreement.

4. Section Headings. Section headings are for the convenience of the parties to this Agreement only, and do not form part of the terms and conditions hereof.

5. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties to this Agreement, and supersedes all prior understandings, agreements and communications, written or oral, between the parties. Moreover, this Agreement may only be amended by written amendment executed by both parties to this Agreement. In the event that Licensee attaches this Agreement to or references it in any Purchase Order, Contract, or similar document that contains terms and conditions in conflict with this Agreement, Licensee irrevocably agrees that all rights and obligations of Licensor and Licensee in connection with this Agreement are determined solely by the terms and conditions herein.

6. Severability of Provisions. In the event that any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, void or unenforceable, such provision or the application thereof shall be deemed stricken and not part of this Agreement so that the remaining portions of this Agreement can be given effect without the invalid void or unenforceable provision or application and to this end, the provisions of this Agreement are severable.

7. Arbitration. Any and all disputes, controversies or differences which may arise under the terms of this Agreement shall be settled by arbitration in the City of Los Angeles, State of California, in accordance with the rules of the American Arbitration Association then existing, and any such award as rendered by the Arbitrator(s) shall be final and binding upon the parties hereto and enforceable by any court of competent jurisdiction.

4.19.10

8. Notices. Any notices permitted or required under this Agreement shall be in writing and shall be sent or delivered to the receiving party at the addresses set forth below, or to such other person, or at such other address as either party may from time to time designate in writing:

a. To Licensee: Please refer to Exhibit A.

b. To Licensor: Axel Shalson, President and CEO, Red Schoolhouse Software, 3607 Seneca Avenue, Los Angeles, CA 90039.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

LICENSOR:

Dated: _____

Axel Shalson
President and CEO
RED SCHOOLHOUSE SOFTWARE

LICENSEE:

Dated: 6/18/14

Name: Audrey Kilpatrick
Title: Assistant Superintendent of Business
WESTERN PLACER UNIFIED SCHOOL DISTRICT

4.19.11

Software License Agreement - Exhibit A

Licensee:	Western Placer Unified School District 600 6th Street Lincoln, CA 95648
Contact for Notices:	Kerry Callahan, Assistant Superintendent, Educational Services
License Term:	Effective Date through June 30, 2015
Licensed Uses:	Local Assessment Module (Unlimited Assessments) ScanOARS Plain-Paper Scanning Module State Assessment Module (STAR, CELDT and CAHSEE) INSPECT Item Bank Module Online Assessment Module (With INSPECT)
On-site Training:	1 day of Free-of-Charge training is available under this Agreement. Additional training is available for $1500/day plus reasonable travel expenses.
License Fees:	Please see next page.
Payment Terms:	Please see next page.

Licensee's Initials: _____ Licensor's Initials: _____

4.19.12

License Fees and Payment Terms

Year 1 (Effective Date through June 30, 2015)

Category	Unit Cost	Quantity	Total
Setup and Maintenance Fee	$3,000.00	n/a	$3,000.00
OARS Student License Fee	$2.75	6600	$18,150.00
INSPECT License Fee	$1.50	6600	$9,900.00
Total			$31,050.00

Full payment for Year 1 shall be due within 30 days of the Effective Date.

Licensee's Initials: _____ Licensor's Initials: _____

4.19.13

SOFTWARE LICENSE AGREEMENT - EXHIBIT B

OARS SYSTEM SPECIFICATIONS

The Online Assessment Reporting System (OARS) is a powerful web-based software package useful to teachers, school and district administrators, and instructional support personnel. The OARS system specifications include:

I. SOFTWARE FEATURES

OARS is comprised primarily of following modules:

1. The **Local Assessment Module** allows districts to implement in OARS assessments that they have developed themselves or that they have purchased.

2. The **State Assessment Module** currently allows districts to view and analyze results from the California Standards Test (CST), the California Achievement Test (CAT-6), the California English Language Development Test (CELDT) and the California High School Exit Exam (CAHSEE).

3. **INSPECT** is an optional module that provides users access to a library of standards-aligned multiple-choice questions from which they can build their own assessments.

4. **ScanOARS** is the proprietary plain-paper scanning module that facilitates collection of data from printed answer sheets, and transmission of that data to the OARS Server for analysis with the Local Assessment Module.

5. The **Online Assessment Module** allows districts to administer assessments to students directly through OARS, by loading the questions and answers from those assessments directly into the software.

6. The **Online Report Card Module** is an optional module that allows districts to implement in OARS an electronic version of their paper-based report card. This module is extremely flexible, and supports configuration of "standards-based" Report Cards.

4.19.14

II. SUPPORTED LOCAL ASSESSMENTS

OARS supports many different assessments, including district-developed assessments, or those provided with a publisher materials, including:

1. **Library Assessments.** Licensor maintains a list of publisher assessments available for implementation in OARS. Licensee may implement an unlimited number of Library Assessments in its database. To request a Library assessment, Licensee should send an email to support@redschoolhouse.com. Licensor will load Library Assessments in their original format for Licensee with three (3) business days of receipt of the request.

2. **User-created Assessments.** Users can create their own assessments in OARS using the Key Editor feature, or using the INSPECT Item Bank.

III. OPTIONS FOR DATA COLLECTION

All types of assessments described in Section II above can be reported using either one or more of the following approaches:

1. **Manual Entry**: the user reports results from an assessment directly into the OARS website, through a web reporting form.

2. **ScanOARS**: the user prints answer sheets in the OARS website, then administers the assessment to students. The answer sheets are then scanned using ScanOARS and the results are transmitted to the OARS Server.

3. **Online Assessment:** students take the assessment online through OARS. The students' answers are scored automatically, and all reports are populated from the results.

4. **Scan and Upload**: assessments are administered to students on district-provided scannable forms. Once completed, the forms are scanned at the district, and the resulting raw data file is uploaded into OARS through a simple web administration utility. THIS OPTION MAY REQUIRE ADDITIONAL PROGRAMMING AND CUSTOMIZATION BY LICENSOR, AND COULD RESULT IN ADDITIONAL FEES.

4.19.15

IV. TECHNICAL REQUIREMENTS

For the best user experience, Licensor recommends that Licensee only use computers that meet the specifications listed below.

1. **For the OARS Website/Web Application**:

   a. **Web Browser:** OARS is compatible with Firefox 5.0 and higher (Windows and Mac), Internet Explorer 9.0 and higher (Windows Only), and Safari 5.0 and higher (Mac Only). LICENSOR RESERVES THE RIGHT TO UPDATE BROWSER REQUIREMENTS AS NEW BROWSERS ARE RELEASED, AND AS NEW FEATURES ARE IMPLEMENTED IN OARS.

   b. **Operating System**: The OARS website will operate correctly on any computer that can run one of the supported Web Browsers listed above.

   c. **Javascript:** Javascript must be enabled on the user's computer in order for users to take advantage of some software features.

   d. **PDF Reader:** Adobe Reader 9.0 or higher must be installed on the user's computer in order for users to create Report Cards and assessment reports in Adobe PDF format. On a Macintosh, users are advised to use the built in "Preview" application instead of Adobe Reader.

   e. **Screen Resolution**: A screen resolution of at least 1024 x 768 is required for optimal viewing of the OARS website.

2. **For the ScanOARS Client Application**:

   a. **Operating System**: ScanOARS is supported on Windows XP, Windows Vista, and Windows 7. Both Home and Professional Versions are supported.

   b. **Mac OS X NOT Supported:** ScanOARS is not supported on any version of the Mac OS X operating system. Some users have reported success in using virtualization software like VMWare or Parallels to run Windows on a Macintosh computer, but such use has not been extensively tested by Licensor, and is not officially supported.

   c. **Computer Specifications:** ScanOARS makes heavy use of RAM and operates best with a fast processor. For best results, a processor running at 2 Ghz or faster, and 4 Gb of RAM are recommended. Running ScanOARS with less memory, or with a slower processor may result in application crashes. Quitting open applications and restarting the computer regularly may alleviate this problem.

4.19.16

V. SCANNER SPECIFICATIONS FOR SCANOARS

For best results, Licensor recommends exclusive use of a Supported Scanner, as described below.

1. **Currently Available Supported Scanners**: The following scanners, made by Brother International, are fully supported for use with ScanOARS: DCP-8080DN, DCP-8085DN, MFC-8480DN, MFC-8890DW. These models may be replaced from time to time by the manufacturer with new versions. Licensor maintains a list of supported scanners and will provide it to Licensee upon request.

2. **Discontinued Supported Scanners**: The following discontinued scanners, made by Brother International, are fully supported for use with ScanOARS: DCP-8060, DCP-8065DN, DCP-8080, MFC-8460N, MFC-8860DN.

3. **Options for using Unsupported Scanners**: ScanOARS communicates with scanners using a standard TWAIN interface. Some users have reported success using ScanOARS with scanners that are not officially supported, however, such use of ScanOARS is not recommended or supported by Licensor.

4. **Fujitsu Scanners**: Some users have attempted to use certain Fujitsu scanners with ScanOARS, with mixed results. Some users have reported that ScanOARS fails to pick up a significant number of marks when scanned with a Fujitsu scanner. LICENSOR STRONGLY RECOMMENDS AGAINST USING FUJITSU BRAND SCANNERS WITH SCANOARS.

VI. SYSTEM SECURITY

For implementations of OARS hosted on servers owned or leased by Red Schoolhouse Software, the following security measures are currently implemented:

1. **Physical Security**: The servers upon which the software is installed are housed at a reputable, secure server hosting facility.

2. **Firewall Access**: A hardware firewall device limits access to the servers upon which OARS is installed. Only Ports 80 (Web) and 443 (Secure Web) are available to users on the Internet.

3. **Server Configuration**: The servers upon which OARS is installed are patched regularly with security updates as such patches are made available, and as security exploits are identified.

4. **SSL Encryption**: OARS uses a 128-bit Secure Socket Layer (SSL) certificate from a valid and reputable Certificate Authority to encrypt all web pages served from the OARS web server.

4.19.17

SOFTWARE LICENSE AGREEMENT - EXHIBIT C

INSPECT SPECIFICATIONS

The INSPECT item bank is composed of questions written specifically to access the California Content Standards, as well as the Common Core State Standards. Professional item writers across California focus on writing quality items that have content accuracy, meet grade level standards, and span three difficultly levels. Items include clear rationale for why a student would pick each wrong answer. For this reason, all wrong answers are created based upon the most likely cognitive disconnect in learning. Rigorous field-testing and item analyses are conducted to ensure the quality of each item in the INSPECT® test bank.

Several steps are taken to ensure the reliability and validity of each INSPECT® item. This level of quality control begins with the initial writing of items and continues well after each item has been administered. Treatment of these issues include quantitative and statistical approaches.

The publisher's first efforts at establishing validity are centered around content validity. This is sometimes referred to as content definition (Messick, 1989) and is critical for score interpretation and item response validation (Haladyna, 1999). The best way to establish content validity is through the use of expert judges. For each INSPECT® item, up to three content experts judge whether or not a particular item is aligned to the standard. In addition to standard alignment, the level of difficulty (low, medium, and high), as well as standard isolation is assessed. Each item requires full consensus as to the accuracy of the standard alignment, difficulty, and isolation before it makes it into the item bank. In addition to having content experts review each item, focus groups with grade level teams of teachers are regularly conducted. Information from these teams are compiled and used to modify problem items or other areas of concern.

4.19.18

SOFTWARE LICENSE AGREEMENT - EXHIBIT D

OARS IMPLEMENTATION

I. REQUIRED INFORMATION

Before Licensee can begin using the Licensed Software, it must provide Licensor with the following:

1. Data Fields and Field Definitions. Licensee must provide Licensor with a complete list of school, teacher and student data fields ("Data Fields") and their associated definitions ("Field Definitions") as described in Exhibit E.

2. Local Assessment Module Information. If the implementation of OARS includes the Local Assessment Module, Licensee must provide Licensor with all necessary information to configure this module in OARS prior to activation of the software. Such information must be provided at least TEN (10) business days before Licensee intends to use this module.

3. Online Report Card Module Information. If the implementation of OARS includes the Online Report Card Module, Licensee must provide Licensor with all necessary information to configure this module in OARS prior to activation of the software. Such information must be provided at least FORTY (40) business days before Licensee intends to use this module.

4. Initial Data Extract. Licensee must provide to Licensor an extract of school, teacher and student data from its Student Information System ("Data Extract") as described in Exhibit E.

5. State Assessment Results. If Licensee desires to take advantage of reporting options for State Assessments, it must provide Licensor with all STAR, CELDT, and CAHSEE data files in their original formats. (Fixed length, not tab-delimited, versions of CELDT files must be provided.) Licensor will load STAR and CELDT data back to 2002-03, and CAHSEE data back to 2004-05.

II. SOFTWARE CONFIGURATION AND ACTIVATION

Licensor will configure and activate the OARS software within TEN (10) business days of receipt of all required information described in Section I of this Exhibit D.

4.19.19

III. MANUAL DATA EXTRACT UPDATES

Licensee has the option to submit Data Extracts to Licensor for manual processing, subject to the following conditions:

1. Licensee will provide updated Data Extracts on a schedule to be agreed to between Licensor and Licensee, but not to exceed twice per month. If there have been no changes to the names or location codes of schools in Licensee's district, the school files may be omitted from the periodic Data Extract. All Data Extracts, both initial and subsequent updates, should always be provided in the same format as described in Exhibit E.

2. To the extent practicable, Licensor will load the periodic Data Extract into the OARS Software within 2 (two) days of receipt.

3. If applicable to this Agreement, additional details about periodic data extracts may be found in Exhibit A.

IV. AUTOMATED DATA EXTRACT UPDATES

Licensee has the option to submit Data Extracts using its own automated mechanism that results in the Data Extract being placed on Red Schoolhouse Software's SFTP Server. Licensor will in turn develop a customized script that processes the Data Extract each night, and loads the most recent file available into OARS. Requirements for implementation of this automated process include:

1. Data Extract files must conform to the requirements described in Exhibit E.

2. Data Extract files must not vary in format or layout without prior approval from Licensor. This includes addition, deletion, or movement of allowed data fields.

3. It shall be Licensee's responsibility to ensure that the Data Extracts it transmits are complete, accurate, and in the right format.

4. Licensor shall not be responsible for inaccurate student and teacher rosters appearing in OARS as a result of any errors in the Data Extract file.

4.19.20

SOFTWARE LICENSE AGREEMENT - EXHIBIT E

DATA FIELDS, FIELD DEFINITIONS, AND DATA EXTRACTS

I. DATA FIELDS

Listed below are the Data Fields to be included in all Data Extracts provided by Licensee. If possible, data should be provided in a single file, following the format below

1. **School Location Code (District-assigned)**
2. CDS Code (State-assigned)
3. **School Name**
4. **Local Student ID (District-assigned)**
5. SSIS ID (State-assigned)
6. **Student First Name**
7. **Student Last Name**
8. **Teacher ID**
9. **Period Number ***
10. Section ID *
11. **Teacher First Name**
12. **Teacher Last Name**
13. Course Name *
14. Department Name *
15. Term (e.g. Fall, Spring, Q1, etc.) *
16. **Grade**
17. Track
18. Gender
19. Race
20. Hispanic (Y/N)
21. Ethnicity
22. Reporting Ethnicity
23. Instructional Program (e.g. English Immersion, Mainstream, etc.)
24. Language Proficiency (e.g. EO, IFEP, RFEP, LEP or ELL.)
25. CELDT Level
26. Special Education Placement (Up to four fields available.)
27. Gifted Designation
28. Title I Designation
29. Migrant Status
30. Optional Fields (Up to five fields available.)
31. Numeric Fields, e.g. Days Absent, Tardies, Suspensions, etc. (Up to five.)
32. Date Fields, e.g. DOB, Reclassification Date, US Entry, etc. (Up to five.)

All **Bold Fields** are required.
Fields identified with an asterisk (*) may only apply to secondary students.
Date fields should be provided in the format **'YYYY-MM-DD'**.

4.19.21

II. FIELD DEFINITIONS

For each Data Field listed above, Licensee must provide Licensor with the following Field Definitions:

1. Field Name
2. Field Length
3. Possible Field Values
4. Associated Field Labels

The example below uses "Gender" to illustrate the Field Definition information required:

Field Name	Field Length	Value	Label
Gender	1 character	M	Male
		F	Female

III. DATA EXTRACTS

Licensee should provide the initial Data Extract to Licensor in the format described in Section I above. If providing the files in such a format is not possible or cannot be easily accomplished, Licensee should inform Licensor as soon as possible so that alternative arrangements can be made.

The format of all subsequent Data Extracts, whether sent manually or through an automated process, should match the format of the initial Data Extract. Data Extracts can be provided in tab-delimited (.txt or .tab), Comma Separated Value (.csv), or Microsoft Excel (.xls) format.

PLEASE NOTE: Any variation in the field order or file format of a Data Extract may result in delays in loading and activating the Data Extract in OARS.

IV. TRANSMISSION OF DATA EXTRACTS

Data extracts can be transmitted to Licensor in one of two ways:

1. As an encrypted attachment to an email, sent to support@redschoolhouse.com. (Licensor strongly recommends that Licensee use a program like WinZip to compress and encrypt data files containing personally identifiable information.)

2. Via the Secure FTP (SFTP) protocol, which uses Secure Shell (SSH) to encrypt transmission of data. (Licensee should request a Secure FTP user account from Licensor.)

4.19.22

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Database Depot, Inc.

Business name/disregarded entity name, if different from above
Red Schoolhouse Software

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
3607 Seneca Avenue

Requester's name and address (optional)

City, state, and ZIP code
Los Angeles, CA 90039

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
1 3 - 4 2 0 3 6 3 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ Veronica Rendon | Date ▶ 12/01/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

4.19.23

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.14/15.1

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Kerry Callahan

ENCLOSURES:
Yes

DEPARTMENT:
Business/Ed Services

FINANCIAL INPUT/SOURCE:
State Preschool Funding

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

WPUSD is in its fourth year of operating our State Preschool Programs. State Preschool Programs are located at The Little Blue Schoolhouse at First and L Streets, at Sheridan Elementary, and at Carlin C. Coppin Elementary School. The State Preschool Programs are fully funded through California State Preschool Program grant funds.

Enclosed is the contract for State Preschool Services for the 2014-2015 school year.

RECOMMENDATION:

Staff recommends approval for the State Preschool Contract (Local Agreement for Child Development Services).

wp/rk/factform

4.20

WESTERN PLACER
UNIFIED SCHOOL DISTRICT
600 Sixth Street, Suite 400, Lincoln CA 95648
Ph: 916-645-6350

Board of Trustees:
Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

June 18, 2014

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901

Dear Contract Services,

We have included in our packages the following:

- Two Signed Child Care Contracts
- Contractor Certification Clauses
- Sample Board Resolution for the August 5th Board meeting

The Resolution will be Board approved at the regularly scheduled Board meeting on August 5, 2014. The signed Resolution and draft minutes of the Resolution, plus the minutes of the action authorizing delegation of authority for signatures will be mailed within ten days. The official minutes will be Board approved at the regularly scheduled Board meeting on September 2, 2014. Once the minutes have been approved the official minutes will be mailed to you.

Beginning July 1, 2014 the official contact for this program will be Kerry Callahan, Assistant Superintendent at kcallahan@wpusd.k12.ca.us.

Sincerely,

Michele Schuetz

Michele Schuetz,
Interim Assistant Superintendent
Western Placer Unified School District

Lincoln All-America City 2006

4.20.1

CONTRACT CHECKLIST

(Return this form with contract)

Contractor name **Western Placer Unified School District**

Contract # **CSPP – 4337**

Complete the checklist by placing a check mark next to each item that you are returning.

☑ Two (2) originally signed child care contracts

☑ Contractor Certification Clauses (CCC-307)

☐ Federal Certification CO.8, if applicable

☑ Board Resolution or minutes, authorizing delegation of authority, if applicable

☐ One (1) original and one (1) copy of a Board Resolution, authorizing execution of contract or letter stating the date of next board meeting and when resolution will be forwarded. (for public agencies, if applicable)

Please note that if any documents are missing, incomplete, or contain unauthorized signatures, the execution of the contract may be delayed.

4.20.2

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4337
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 31-6695-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: WESTERN PLACER UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIOINS (GTC-610) (both available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $32.84 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $208,258.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	6,342.0
Minimum Days of Operation (MDO) Requirement	180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING: Audrey Kilpatrick Asst. Supt. Business
TITLE: Contracts, Purchasing and Conference Services	ADDRESS: Western Placer USD 600 6th St. #400 Lincoln, CA 956

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 208,258	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE) 0656 23038-6695			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 208,258	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

4.20.3

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Western Placer Unified School District	94-1599904
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Audrey Kilpatrick Asst. Supt. Business + Operations	
Date Executed 8/5/14	*Executed in the County of* Placer

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

4.20.6

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

4.20.7

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

4.20.8

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.**

RESOLUTION

BE IT RESOLVED that the Governing Board of Western Placer Unified School District authorizes entering into local agreement number/s Contract # CSPP- 4337and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Kerry Callahan	Assistant Superintendent of Ed Services	KCallahan
Audrey Kilpatrick	Assistant Superintendent of Business	

PASSED AND ADOPTED THIS 5th day of August 2014, by the Governing Board of

Western Placer Unified School District

of Placer County, California.

I, Damian Armitage, 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 August 5, 2014 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)

4.20.9

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify MOU between Loomis Union School District and WPUSD
July 1, 2014-June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Susan Watkins,
Director of Special Education

ENCLOSURES:

Yes

DEPARTMENT:

Special Education

FINANCIAL INPUT/SOURCE:

Special Education Budget

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached MOU is for Loomis Union School District. and Western Placer Unified School District. Loomis Union shall provide Adaptive Physical Education services at Ophir School/STEAM Academy. They will provide facilities, equipment, assessments and curriculum for services rendered. For services rendered Loomis Union shall be entitled to compensation, paid within 3 weeks after approved, in the amount of $1,000.00 per student.

RECOMMENDATION:

Administration recommends Board ratify the MOU with Loomis Union School District and WPUSD as noted above.

4.21

Loomis Union School District

3290 Humphrey Road, Loomis, CA 95650 (916) 652-1800
www.loomis-usd.k12.ca.us
Building Excellence in Education since 1856
Gordon T. Medd, Superintendent

This Memorandum of Understanding (MOU) between the Loomis Union School District, hereinafter referred to as "Loomis," and Western Placer Unified School District, hereinafter referred to as "Western Placer" is regarding the provision of student services.

Term: This MOU shall commence on **July 1, 2014**, and shall continue until **June 30, 2015** provided all services under this MOU are performed in a satisfactory manner. Loomis and Western Placer shall make a good faith effort to notify the other party prior to **February 15, 2015** if either party does not plan on renewing this MOU. This MOU may be terminated by either party with thirty (30) days written notice to the other party for material breach of this MOU.

1. **Services:** Loomis shall provide **John Paul (JP) Gonzales** to perform **Adaptive Physical Education (APE) Services at Ophir School/STEAM Academy**. Any substitution of personnel shall require the mutual agreement of both parties.
2. **Equipment and Facilities:** Loomis will not provide Western Placer with office space. Loomis shall provide facilities, equipment, assessments and curriculum for services rendered.
3. **Fee:** For the services rendered pursuant to this MOU, Loomis shall be entitled to the following compensation, paid within 3 weeks after Western Placer's receipt of invoice - **$1,000 per student served, not to exceed a limit of $20,000**. If the number of students served exceeds 20, Loomis shall increase the group size accordingly and not increase total hours of service.
4. **Devotion of Time:** Loomis shall devote such time and energy to the performance of duties under this MOU as is necessary for a satisfactory performance. Should Western Placer require additional services not included in this MOU, Loomis shall make a reasonable effort to fit such additional services into the time schedule without decreasing the effectiveness of the performance of the duties hereunder.
5. **Expenses:** Loomis shall be responsible for any travel expenses incurred while providing the services in this MOU.
6. **Employer Insurance and Taxes:** **John Paul Gonzales** is not an employee of Western Placer under this MOU. It shall be the sole responsibility of Loomis to account for all employer payroll, tax, insurance and retirement liabilities.
7. **Indemnification & Hold Harmless MOU:** Loomis and Western Placer hereby respectfully agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless the other party and its board of trustees, officers, agents, invitees and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities arising from any accident, death or injury whatsoever or however caused to the other Parties person or property, due to, arising out of, or related to the negligence of the other Party.
8. **Uniform Complaint Procedure:** The Parties shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group, identification, race, ancestry national origin, religion, color, or mental or physical disability, or age or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity that receives or benefits from state financial assistance.
9. **Entire MOU:** This MOU supersedes any and all other MOU's, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other MOU, statement or

4.21.1

promise relating to the subject matter of this MOU which is not contained herein shall be valid or binding.

Signatures:

Jean Crouse, LUSD Director of Student Services
Jay Stewart, LUSD Assoc. Superintendent, Business Services
Susan Watkins Susan Watkins, WPUSD Director of Special Education
Audrey Kilpatrick, WPUSD Assistant Superintendent, Business Services & Operations

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify Contract between Red Schoolhouse Software and WPUSD - July 1, 2014 through June 30, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

District General Funds - Testing

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is a software license agreement with Red Schoolhouse Software for the collection, reporting and analysis of local assessment results, for the reporting and analysis of state assessment results, for administering assessments to students online and for creating student Report Cards online collectively the Online Assessment Reporting System or "OARS' software. The contract period is from July 1, 2014 through June 30, 2015. The details of the agreement are included in the attached software license agreement. The total cost for license agreement is $31,505 and will be funded from the District General Fund Testing budget.

RECOMMENDATION:

Administration recommends the Board ratify the software license agreement between Red Schoolhouse Software and WPUSD as noted above.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is made and entered into this 5th day of August, 2014, by and between Database Depot, Inc., a corporation of the State of California doing business as Red Schoolhouse Software, having its principal place of business in Los Angeles, California ("Licensor")

and

Western Placer Unified School District, having its principal office in Lincoln, California ("Licensee").

WHEREAS, Licensor has developed and owns certain software useful to schools and school districts for the collection, reporting and analysis of local assessment results (the "Local Assessment Module",) for the reporting and analysis of state assessment results (the "State Assessment Module"), for administering assessments to students online (the "Online Assessment Module"), for collecting assessment results with proprietary scanning software ("ScanOARS"), and for creating student Report Cards online ("the Online Report Card Module") collectively, the "OARS Software"; and

WHEREAS, Licensor has entered into an agreement with Sanford Systems, Inc., a corporation of the State of California doing business as Key Data Systems, the developer and owner of the INSPECT item bank ("INSPECT"), whereby Licensor can provide INSPECT in conjunction with its OARS Software; and

WHEREAS, Licensee desires to acquire a license from Licensor for selected uses of OARS as listed in Exhibit A, and Licensor desires to grant Licensee a license for such uses pursuant to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, and for other good and valuable consideration pursuant to this Agreement, the parties hereby agree as follows:

I. DEFINITIONS

1. "OARS Software" shall mean the Online Assessment Reporting System ("OARS") software and database developed, owned and copyrighted by Licensor and, for the purposes of this Agreement, as further described in Exhibit B.

2. "INSPECT" shall mean the database of test questions also known as "Identifying Needs: Standards Proficiency Exams for California Teachers," developed, owned, and copyrighted by Key Data Systems as further described in Exhibit C.

4.22.1

3. "Licensed Software" shall mean the OARS Software and, if applicable, INSPECT, as listed in Exhibit A.

4. "OARS Server" shall mean any computer owned or leased by Licensor, upon which the OARS Software and/or INSPECT shall be installed.

5. "Licensed Use" shall mean those uses of OARS listed in Exhibit A.

6. "Annual License Fee" shall mean the annual license fee payable for the Licensed Use in accordance with the provisions of this Agreement.

7. "Effective Date" shall mean the last date that this Agreement is signed and dated by the parties hereto.

8. "Start Date" shall mean a date ten (10) business days after the Effective Date of this Agreement.

9. "School Year" shall mean the period of time between July 1 of one calendar year and June 30 of the following year, inclusive.

II. LICENSE GRANT

1. Non-Exclusive License. Licensor grants to Licensee a non-exclusive right and license to use the Licensed Software for the Licensed Use for a license term (the "License Term") that commences upon the Effective Date of this Agreement and continues until June 30 of the year selected in Exhibit A subject to payment each year of the Annual License Fee in accordance with the provisions of Section V of this Agreement.

2. Ownership of Licensed Software. Licensor will remain the sole and exclusive owner of all right, title, and interest in and to the OARS Software, and all intellectual property rights related thereto, except for those license rights granted under this Agreement. Sanford Systems, Inc. will remain the sole and exclusive owner of all right, title, and interest in and to INSPECT, and all intellectual property rights related thereto, except for those license rights granted under this Agreement. Licensee shall have no right to sell, assign, transfer or license any rights, or otherwise grant any sub-licenses under this Agreement.

3. Restricted Access. Licensee will ensure that access to the Licensed Software is limited to Licensee's employees, officers and directors for the Licensed Use only. Showing, demonstrating, or disclosing the specifications, design, features, or operation of the Licensed Software or providing copies of screenshots or report formats to any person who is not an employee, officer or director of Licensee is in violation of the confidentiality provisions of Section XI of this Agreement and is strictly prohibited unless approved in writing in advance by Licensor.

4.22.2

4. Access for Non-Employee Consultants: If Licensee wishes to provide access to OARS to non-Employee consultants, it should submit a written request for consideration to Licensor. Licensor shall not unreasonably deny such requests.

III. SYSTEM OPERATION

1. OARS Implementation. Licensee and Licensor hereby agree to implement OARS as described in Exhibit D.

2. User Internet Access. Licensee will provide users with sufficient access to an Internet-connected computer and ensure that a supported web-browser is installed. Fully supported web-browsers are defined under Exhibit B.

3. Backups. Licensor has established an automated process by which selected data from the current School Year will be backed up on a nightly basis. Nightly backups will be retained for 1 month; weekly backups will be retained for 3 months; Monthly backups will be retained for 1 year. One annual backup of Licensee's completed database shall be made at the end of each School Year, and retained until the termination of this agreement.

4. Software Updates. Periodically, Licensor will install software and security updates on the OARS Servers. To the extent practicable, Licensor will install such updates at night so as to minimize interruption to users. In the event that a security update is deemed crucial to the secure functioning of the system, Licensor reserves the right to shut down the OARS Servers without notice to install the required security update.

5. Technical Support. In the event of failure of any OARS Server or the OARS Software, Licensor will rectify the problem within two (2) business days following notification by Licensee, unless otherwise agreed upon.

IV. TRAINING AND TECHNICAL SUPPORT

1. Free-of-Charge User Training. If applicable, Licensor will provide free-of-charge User Training up to the amount shown in Exhibit A.

2. Additional User Training. After Licensee has received the full amount of free-of-charge User Training shown in Exhibit A, Licensee may purchase Additional User Training at a rate of One Thousand Five Hundred Dollars ($1,500.00) per day per trainer. Wherever travel is required, billing will include reimbursement of reasonable travel expenses. Additional User Training may be conducted in either Lecture Format, Workshop Format, or Webinar Format as described under Paragraph 3 of this Section IV.

3. Training Format. User Training may be conducted in either Lecture Format, Workshop Format, or Webinar Format as follows:

   a. Lecture Format (Maximum of 100 Participants): The focus of this training will be to explain and demonstrate the features and uses of OARS. Licensee will make available a training venue suitable for up to one hundred (100) participants in a lecture-seating setting.

   b. Workshop Format (Maximum of 30 Participants): The focus of this training will be to facilitate practical hands-on experience using OARS. Licensee will make available a training venue for up to thirty (30) participants, and provide each participant with an Internet-connected computer.

   c. Webinar Format (Unlimited Webinar Participants; limit of 60 concurrent OARS users during a webinar): Webinars can be scheduled on a variety of topics for an unlimited number of participants in multiple locations. Webinars are facilitated by Red Schoolhouse Software staff at the Red Schoolhouse Software office in Los Angeles. For maximum benefit, Licensee should provide its own staff to monitor and support delivery of training on site.

4. Length of Training. In order to ensure the highest possible quality, Licensee shall not schedule training for more than six hours per day per trainer. A longer training day may be arranged on a case-by-case basis, however any additional time over six hours shall be billed at a rate of $250 per hour per trainer.

5. Scheduling Training. User Training must be scheduled at least fifteen (15) business days in advance. Any training scheduled with fewer than fifteen (15) business days notice shall incur a surcharge of $500.

6. Canceling Training. Licensee may cancel any scheduled training without penalty by notifying Red Schoolhouse Software at least fifteen (15) business days before the training is to occur. Cancellation with fewer than fifteen (15), but more than five (5), days notice shall result in a reduction by half a day of Free User Training (if applicable), or a $500 charge per day and per trainer. Cancellation with five (5) or fewer days notice shall result in the forfeiture of one (1) full day of Free User Training (if applicable), or a charge of $1,500.00 per day and per trainer.

7. Custom Configuration of Assessments. Licensor will provide Licensee with a comprehensive list of publisher-created assessments ("Library Assessments") that can be configured in OARS. Furthermore, OARS offers tools that allow users to develop and implement their own assessments in the software, including the Key Editor and INSPECT. On a best-efforts basis, Licensor will assist Licensee with the configuration of assessments that are not available in the list of Library Assessments, and that cannot easily be configured with the Key Editor and INSPECT, subject to the following conditions:

4.22.4

a. Licensee must provide Licensor with appropriate and sufficient information to configure the assessment. This may include answer keys, scoring sheets, and standards alignments. THIS INFORMATION SHOULD BE PROVIDED IN AN EDITABLE, ELECTRONIC FORMAT, e.g. MICROSOFT EXCEL.

b. Licensee should provide the necessary information at least two (2), but preferably four (4), weeks prior to needing the assessment available in OARS. While Licensor will make every attempt to configure the assessment within two weeks, the time necessary can vary depending on the complexity of the assessment, the number of assessment requested, and the current workload of Licensor. During peak periods like the start of the School Year, a completion timeline of four (4) weeks is more likely.

c. Licensor reserves the right to limit this service to assessments that are likely to be administered by most or all teachers for the applicable grade level or course.

d. While there is no charge for configuration of custom assessments, and there is no limit to the number of requests that Licensee may make, this service is provided only on a best efforts basis, and Licensor makes no guarantee as to the number of assessments that can be configured, and the speed with which the configuration can be accomplished.

8. Technical Support. Licensor will respond to up to thirty (30) phone and/or email technical support requests ("Technical Support") from Licensee per calendar month. Technical Support requests in excess of thirty (30) per calendar month will be billed to Licensee at a rate of Ten Dollars ($10.00) per incident. To reduce the likelihood of incurring Technical Support fees, Licensor encourages Licensee to route certain basic technical support inquiries through a district contact and support person.

9. Software Customization and Consultation. At its sole discretion, Licensor may agree to develop custom features or reports for Licensee, or provide consultations to Licensee in areas that fall beyond the scope of the OARS software and the support described in this Section IV. Such support will be invoiced at a rate of $50.00 per hour for clerical support, $250.00 per hour for programming support, and $2,000.00 per day for special consultations.

V. ANNUAL LICENSE FEE

Annual License Fee. The license granted in Section II of this Agreement is granted subject to payment each year of a non-refundable annual license fee (the "Annual License Fee"). The Annual License Fee for each year of the License Term will be as shown in Exhibit A.

4.22.S

VI. OTHER FEES

Fees for Additional User Training, Technical Support requests (beyond the 30 allowed per month), and Software Customization and Consultation shall be billed in accordance with the terms of Section IV, Paragraphs 2, 7 and 8 respectively.

VII. PAYMENT TERMS

1. Payment Terms.

   a. Licensee will pay the Annual License Fees to Licensor in accordance with the schedule shown in Exhibit A.

   b. Fees for Additional User Training, Technical Support requests, and Software Customization and Consultation are due and payable by Licensee to Licensor within thirty (30) calendar days of date of invoice.

2. Late Fees. Any payments not received within thirty (30) calendar days after the due dates specified in Paragraph 1 of this Section VII, will be subject to a fifty (50) dollars late fee, and will incur finance charges calculated at a rate of Prime (as determined by Wells Fargo Bank of Los Angeles, California) plus 3%.

VIII. LIABILITY

To the best knowledge and belief of the Licensor, the Licensed Software is free from errors or omissions and is effective for its intended purpose. Notwithstanding, Licensor does not warrant the performance of the Licensed Software and will not be liable to Licensee for any personal injury or damage sustained by Licensee in the use and operation of the Licensed Software under this Agreement. Further, and under no circumstance and under no legal theory (tort, contract or otherwise), will Licensor be liable to Licensee or any other person for any direct, general, indirect, special, incidental, consequential, exemplary, or other damage of any character, including without limitation, damage for the loss of good will, work stoppage, lost profit, computer failure or malfunction, or any and all commercial damages or losses resulting from the use, inability to use, or performance of the Licensed Software. The cumulative liability of Licensor to Licensee for all claims relating to the Licensed Software and/or this Agreement, including any cause of action for breach of warranty or other cause of action in contract, tort or strict liability, shall not exceed the amount of the Annual License Fee paid to Licensor hereunder. This limitation of liability shall apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Furthermore, this limitation of liability shall have precedence over any language describing Licensor's liability found in accompanying district contracts or Purchase Orders that may or may not be required as part of Licensee's standard procedures.

4.22.6

IX. WARRANTIES

Licensor hereby warrants the following:

1. Ownership Rights. The OARS Software is owned solely by Licensor. To the best knowledge and belief of Licensor, INSPECT is owned solely by Sanford Systems, Inc. and no other entity has any ownership right in or to any portion of the Licensed Software.

2. Power and Authority. Licensor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance, to the best knowledge and belief of Licensor will not violate the rights of any third party.

3. Legal Proceedings. There is no action, suit, proceeding or material claim or investigation pending or threatened against the Licensor in any court or by any federal, state or municipal or other governmental department, commission, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Licensed Software or restrict the Licensor's ability to complete the transactions contemplated hereby. Licensor knows of no basis for any such action, suit, claim, investigation or proceeding.

4. Compliance with Laws and Regulations. To the Licensor's best knowledge and belief, as of the date of this Agreement, the Licensed Software complies with all relevant federal, state and local laws and regulations.

5. Non-Infringement. To the Licensor's best knowledge and belief, the Licensed Software does not violate nor infringe upon the rights of any third party, including without limitation, any patent rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

6. Disclaimer. Licensor makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for any particular purpose.

X. TERMINATION

1. Termination by Licensor. Licensor may terminate this Agreement at any time in the event of:

   a. Bankruptcy or assignment for the benefit of creditors of the assets of Licensee.

   b. Any breach of this Agreement by Licensee that is not corrected by Licensee within thirty (30) calendar days after written notification thereof by Licensor.

c. Failure by Licensee to pay in full any Annual License Fee within sixty (60) calendar days from the due date thereof.

d. Failure by Licensee to pay in full any invoice from Licensor for Additional User Training or Technical Support requests within sixty (60) calendar days of date of invoice.

2. Termination by Licensee. Licensee may terminate this Agreement at any time in the event of:

a. Bankruptcy or assignment for the benefit of creditors of the assets of Licensor.

b. Any breach of this Agreement by Licensor that is not corrected by Licensor within thirty (30) calendar days after written notification thereof by Licensee.

c. For any other reason by giving thirty (30) calendar days notice in writing to Licensor, subject to paragraph 3(b) of this Section X.

3. License Fees Payable in the Event of Termination by Licensee.

a. If Licensee terminates this Agreement in accordance with the provisions of either paragraph 2(a) or 2(b) of this Section X, Licensee shall be liable to pay in full the Licensee Fees shown in Exhibit A for all completed years of service provided under this Agreement, and to pay the License Fee for any partial year of service on a pro-rata basis.

b. If Licensee terminates this Agreement in accordance with the provisions of paragraph 2(c) of this Section X, the full amount of the License Fees shown in Exhibit A for ALL years under this Agreement shall become immediately due and payable.

Licensee understands and agrees that its payment obligations under paragraph 3 of this Section X shall survive any termination of this Agreement.

4. Deletion of Data Upon Termination. Upon termination of this Agreement, all Licensee Data shall be permanently deleted for all OARS servers.

XI. SUSPENSION OF SERVICES

As an alternative to Termination, as described in Section X, Licensor may elect at its sole discretion to suspend all services for any failure by Licensee to pay the Annual License Fee or any other outstanding invoice in accordance with Section X, Paragraphs 1(c) and 1(d). Licensor will resume services once the outstanding invoices have been paid. Suspension of services, no matter how long, shall not entitle Licensee to any reduction in License Fees.

4.22.8

XI. CONFIDENTIAL INFORMATION

Licensor acknowledges that it understands the importance of protecting the confidentiality of personally identifiable student and teacher information and that it will make all reasonable efforts to protect such data, including:

1. Licensor shall transfer student and teacher information via Secure File Transfer Protocol (SFTP), or as encrypted attachments to emails.

2. Licensor shall ensure that all web pages served by the OARS Server are served using 128-bit Secure Socket Layer (SSL) technology, such that the information passed between the user's computer and the OARS Server is encrypted in both directions.

3. Licensor shall on an as-needed basis install all known security updates onto the OARS Server.

4. Licensor shall employ a firewall to further secure the OARS Server by closing all ports not needed by users and system administrators.

5. Except as required by law, or compelled by a court order, Licensor shall not provide any personally identifiable data stored on the OARS server to any third party without the written consent of Licensee.

Licensee acknowledges that the only completely secure system would be one to which no one has access. Licensee has chosen to allow Licensor to host the OARS software, to import student and teacher information into OARS, and to serve it over the Internet, with full understanding of the attendant risks.

Licensee assumes all responsibility for establishing policies for allowing users access to OARS, what access privileges those users shall have, and when and how passwords should be changed.

Except as otherwise required by law, Licensee agrees to maintain in confidence any and all proprietary information of Licensor disclosed to it, directly or indirectly, in connection with this Agreement ("Proprietary Information"). Proprietary Information includes the specifications, design, features, operation and functional attributes of the OARS Software, report formats, services, pricing and other terms of this Agreement and its Exhibits A, B, C, D and E, and all other information related to the business and plans of Licensor. Proprietary Information does not include any information made public by Licensor through its web site or other promotional materials.

Except as otherwise required by law, Licensee shall hold Proprietary Information in confidence for a period of five (5) years from the date of receipt thereof and may only disclose Proprietary Information on a "need-to-know" basis to employees, officers and directors of Licensee and only provided that all such individuals are informed of, and bound by, equivalent obligations to maintain such Proprietary Information in confidence.

4.22.9

Licensee understands and agrees that the confidentiality obligations of this Section XI shall survive any termination of this Agreement.

XII. GENERAL PROVISIONS

1. Governing Law. The validity, interpretation and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California.

2. Force Majeure. Licensor shall not be held in default of any of its obligations in the event that its performance hereunder is delayed or prevented by causes beyond its control, including, but not limited to, acts of God, war, earthquake, flood, fire, utility or transmission failures, sabotage, labor disputes, riots or other acts of civil disobedience.

3. Waiver. No waiver by either party of any default under or breach of this Agreement shall be deemed a waiver of any subsequent default or breach of the same or other provisions of this Agreement.

4. Section Headings. Section headings are for the convenience of the parties to this Agreement only, and do not form part of the terms and conditions hereof.

5. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties to this Agreement, and supersedes all prior understandings, agreements and communications, written or oral, between the parties. Moreover, this Agreement may only be amended by written amendment executed by both parties to this Agreement. In the event that Licensee attaches this Agreement to or references it in any Purchase Order, Contract, or similar document that contains terms and conditions in conflict with this Agreement, Licensee irrevocably agrees that all rights and obligations of Licensor and Licensee in connection with this Agreement are determined solely by the terms and conditions herein.

6. Severability of Provisions. In the event that any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, void or unenforceable, such provision or the application thereof shall be deemed stricken and not part of this Agreement so that the remaining portions of this Agreement can be given effect without the invalid void or unenforceable provision or application and to this end, the provisions of this Agreement are severable.

7. Arbitration. Any and all disputes, controversies or differences which may arise under the terms of this Agreement shall be settled by arbitration in the City of Los Angeles, State of California, in accordance with the rules of the American Arbitration Association then existing, and any such award as rendered by the Arbitrator(s) shall be final and binding upon the parties hereto and enforceable by any court of competent jurisdiction.

4.22.10

8. Notices. Any notices permitted or required under this Agreement shall be in writing and shall be sent or delivered to the receiving party at the addresses set forth below, or to such other person, or at such other address as either party may from time to time designate in writing:

a. To Licensee: Please refer to Exhibit A.

b. To Licensor: Axel Shalson, President and CEO, Red Schoolhouse Software, 3607 Seneca Avenue, Los Angeles, CA 90039.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

LICENSOR:

Dated: _____ _____

Axel Shalson
President and CEO
RED SCHOOLHOUSE SOFTWARE

LICENSEE:

Dated: _____ _____

Name:
Title:
WESTERN PLACER UNIFIED SCHOOL DISTRICT

4.22.11

SOFTWARE LICENSE AGREEMENT - EXHIBIT B

OARS SYSTEM SPECIFICATIONS

The Online Assessment Reporting System (OARS) is a powerful web-based software package useful to teachers, school and district administrators, and instructional support personnel. The OARS system specifications include:

I. SOFTWARE FEATURES

OARS is comprised primarily of following modules:

1. The **Local Assessment Module** allows districts to implement in OARS assessments that they have developed themselves or that they have purchased.

2. The **State Assessment Module** currently allows districts to view and analyze results from the California Standards Test (CST), the California Achievement Test (CAT-6), the California English Language Development Test (CELDT) and the California High School Exit Exam (CAHSEE).

3. **INSPECT** is an optional module that provides users access to a library of standards-aligned multiple-choice questions from which they can build their own assessments.

4. **ScanOARS** is the proprietary plain-paper scanning module that facilitates collection of data from printed answer sheets, and transmission of that data to the OARS Server for analysis with the Local Assessment Module.

5. The **Online Assessment Module** allows districts to administer assessments to students directly through OARS, by loading the questions and answers from those assessments directly into the software.

6. The **Online Report Card Module** is an optional module that allows districts to implement in OARS an electronic version of their paper-based report card. This module is extremely flexible, and supports configuration of "standards-based" Report Cards.

4.22.12

II. SUPPORTED LOCAL ASSESSMENTS

OARS supports many different assessments, including district-developed assessments, or those provided with a publisher materials, including:

1. **Library Assessments.** Licensor maintains a list of publisher assessments available for implementation in OARS. Licensee may implement an unlimited number of Library Assessments in its database. To request a Library assessment, Licensee should send an email to support@redschoolhouse.com. Licensor will load Library Assessments in their original format for Licensee with three (3) business days of receipt of the request.

2. **User-created Assessments.** Users can create their own assessments in OARS using the Key Editor feature, or using the INSPECT Item Bank.

III. OPTIONS FOR DATA COLLECTION

All types of assessments described in Section II above can be reported using either one or more of the following approaches:

1. **Manual Entry**: the user reports results from an assessment directly into the OARS website, through a web reporting form.

2. **ScanOARS**: the user prints answer sheets in the OARS website, then administers the assessment to students. The answer sheets are then scanned using ScanOARS and the results are transmitted to the OARS Server.

3. **Online Assessment:** students take the assessment online through OARS. The students' answers are scored automatically, and all reports are populated from the results.

4. **Scan and Upload**: assessments are administered to students on district-provided scannable forms. Once completed, the forms are scanned at the district, and the resulting raw data file is uploaded into OARS through a simple web administration utility. THIS OPTION MAY REQUIRE ADDITIONAL PROGRAMMING AND CUSTOMIZATION BY LICENSOR, AND COULD RESULT IN ADDITIONAL FEES.

4.22.13

IV. TECHNICAL REQUIREMENTS

For the best user experience, Licensor recommends that Licensee only use computers that meet the specifications listed below.

1. **For the OARS Website/Web Application**:

   a. **Web Browser:** OARS is compatible with Firefox 5.0 and higher (Windows and Mac), Internet Explorer 9.0 and higher (Windows Only), and Safari 5.0 and higher (Mac Only). LICENSOR RESERVES THE RIGHT TO UPDATE BROWSER REQUIREMENTS AS NEW BROWSERS ARE RELEASED, AND AS NEW FEATURES ARE IMPLEMENTED IN OARS.

   b. **Operating System**: The OARS website will operate correctly on any computer that can run one of the supported Web Browsers listed above.

   c. **Javascript:** Javascript must be enabled on the user's computer in order for users to take advantage of some software features.

   d. **PDF Reader:** Adobe Reader 9.0 or higher must be installed on the user's computer in order for users to create Report Cards and assessment reports in Adobe PDF format. On a Macintosh, users are advised to use the built in "Preview" application instead of Adobe Reader.

   e. **Screen Resolution**: A screen resolution of at least 1024 x 768 is required for optimal viewing of the OARS website.

2. **For the ScanOARS Client Application**:

   a. **Operating System**: ScanOARS is supported on Windows XP, Windows Vista, and Windows 7. Both Home and Professional Versions are supported.

   b. **Mac OS X NOT Supported:** ScanOARS is not supported on any version of the Mac OS X operating system. Some users have reported success in using virtualization software like VMWare or Parallels to run Windows on a Macintosh computer, but such use has not been extensively tested by Licensor, and is not officially supported.

   c. **Computer Specifications:** ScanOARS makes heavy use of RAM and operates best with a fast processor. For best results, a processor running at 2 Ghz or faster, and 4 Gb of RAM are recommended. Running ScanOARS with less memory, or with a slower processor may result in application crashes. Quitting open applications and restarting the computer regularly may alleviate this problem.

4.22.14

V. SCANNER SPECIFICATIONS FOR SCANOARS

For best results, Licensor recommends exclusive use of a Supported Scanner, as described below.

1. **Currently Available Supported Scanners**: The following scanners, made by Brother International, are fully supported for use with ScanOARS: DCP-8080DN, DCP-8085DN, MFC-8480DN, MFC-8890DW. These models may be replaced from time to time by the manufacturer with new versions. Licensor maintains a list of supported scanners and will provide it to Licensee upon request.

2. **Discontinued Supported Scanners**: The following discontinued scanners, made by Brother International, are fully supported for use with ScanOARS: DCP-8060, DCP-8065DN, DCP-8080, MFC-8460N, MFC-8860DN.

3. **Options for using Unsupported Scanners**: ScanOARS communicates with scanners using a standard TWAIN interface. Some users have reported success using ScanOARS with scanners that are not officially supported, however, such use of ScanOARS is not recommended or supported by Licensor.

4. **Fujitsu Scanners**: Some users have attempted to use certain Fujitsu scanners with ScanOARS, with mixed results. Some users have reported that ScanOARS fails to pick up a significant number of marks when scanned with a Fujitsu scanner. LICENSOR STRONGLY RECOMMENDS AGAINST USING FUJITSU BRAND SCANNERS WITH SCANOARS.

VI. SYSTEM SECURITY

For implementations of OARS hosted on servers owned or leased by Red Schoolhouse Software, the following security measures are currently implemented:

1. **Physical Security**: The servers upon which the software is installed are housed at a reputable, secure server hosting facility.

2. **Firewall Access**: A hardware firewall device limits access to the servers upon which OARS is installed. Only Ports 80 (Web) and 443 (Secure Web) are available to users on the Internet.

3. **Server Configuration**: The servers upon which OARS is installed are patched regularly with security updates as such patches are made available, and as security exploits are identified.

4. **SSL Encryption**: OARS uses a 128-bit Secure Socket Layer (SSL) certificate from a valid and reputable Certificate Authority to encrypt all web pages served from the OARS web server.

4.22.15

SOFTWARE LICENSE AGREEMENT - EXHIBIT C

INSPECT SPECIFICATIONS

The INSPECT item bank is composed of questions written specifically to access the California Content Standards, as well as the Common Core State Standards. Professional item writers across California focus on writing quality items that have content accuracy, meet grade level standards, and span three difficultly levels. Items include clear rationale for why a student would pick each wrong answer. For this reason, all wrong answers are created based upon the most likely cognitive disconnect in learning. Rigorous field-testing and item analyses are conducted to ensure the quality of each item in the INSPECT® test bank.

Several steps are taken to ensure the reliability and validity of each INSPECT® item. This level of quality control begins with the initial writing of items and continues well after each item has been administered. Treatment of these issues include quantitative and statistical approaches.

The publisher's first efforts at establishing validity are centered around content validity. This is sometimes referred to as content definition (Messick, 1989) and is critical for score interpretation and item response validation (Haladyna, 1999). The best way to establish content validity is through the use of expert judges. For each INSPECT® item, up to three content experts judge whether or not a particular item is aligned to the standard. In addition to standard alignment, the level of difficulty (low, medium, and high), as well as standard isolation is assessed. Each item requires full consensus as to the accuracy of the standard alignment, difficulty, and isolation before it makes it into the item bank. In addition to having content experts review each item, focus groups with grade level teams of teachers are regularly conducted. Information from these teams are compiled and used to modify problem items or other areas of concern.

4.22.16

SOFTWARE LICENSE AGREEMENT - EXHIBIT D

OARS IMPLEMENTATION

I. REQUIRED INFORMATION

Before Licensee can begin using the Licensed Software, it must provide Licensor with the following:

1. Data Fields and Field Definitions. Licensee must provide Licensor with a complete list of school, teacher and student data fields ("Data Fields") and their associated definitions ("Field Definitions") as described in Exhibit E.

2. Local Assessment Module Information. If the implementation of OARS includes the Local Assessment Module, Licensee must provide Licensor with all necessary information to configure this module in OARS prior to activation of the software. Such information must be provided at least TEN (10) business days before Licensee intends to use this module.

3. Online Report Card Module Information. If the implementation of OARS includes the Online Report Card Module, Licensee must provide Licensor with all necessary information to configure this module in OARS prior to activation of the software. Such information must be provided at least FORTY (40) business days before Licensee intends to use this module.

4. Initial Data Extract. Licensee must provide to Licensor an extract of school, teacher and student data from its Student Information System ("Data Extract") as described in Exhibit E.

5. State Assessment Results. If Licensee desires to take advantage of reporting options for State Assessments, it must provide Licensor with all STAR, CELDT, and CAHSEE data files in their original formats. (Fixed length, not tab-delimited, versions of CELDT files must be provided.) Licensor will load STAR and CELDT data back to 2002-03, and CAHSEE data back to 2004-05.

II. SOFTWARE CONFIGURATION AND ACTIVATION

Licensor will configure and activate the OARS software within TEN (10) business days of receipt of all required information described in Section I of this Exhibit D.

4.22.17

III. MANUAL DATA EXTRACT UPDATES

Licensee has the option to submit Data Extracts to Licensor for manual processing, subject to the following conditions:

1. Licensee will provide updated Data Extracts on a schedule to be agreed to between Licensor and Licensee, but not to exceed twice per month. If there have been no changes to the names or location codes of schools in Licensee's district, the school files may be omitted from the periodic Data Extract. All Data Extracts, both initial and subsequent updates, should always be provided in the same format as described in Exhibit E.

2. To the extent practicable, Licensor will load the periodic Data Extract into the OARS Software within 2 (two) days of receipt.

3. If applicable to this Agreement, additional details about periodic data extracts may be found in Exhibit A.

IV. AUTOMATED DATA EXTRACT UPDATES

Licensee has the option to submit Data Extracts using its own automated mechanism that results in the Data Extract being placed on Red Schoolhouse Software's SFTP Server. Licensor will in turn develop a customized script that processes the Data Extract each night, and loads the most recent file available into OARS. Requirements for implementation of this automated process include:

1. Data Extract files must conform to the requirements described in Exhibit E.

2. Data Extract files must not vary in format or layout without prior approval from Licensor. This includes addition, deletion, or movement of allowed data fields.

3. It shall be Licensee's responsibility to ensure that the Data Extracts it transmits are complete, accurate, and in the right format.

4. Licensor shall not be responsible for inaccurate student and teacher rosters appearing in OARS as a result of any errors in the Data Extract file.

4.22.18

SOFTWARE LICENSE AGREEMENT - EXHIBIT E

DATA FIELDS, FIELD DEFINITIONS, AND DATA EXTRACTS

I. DATA FIELDS

Listed below are the Data Fields to be included in all Data Extracts provided by Licensee. If possible, data should be provided in a single file, following the format below

1. **School Location Code (District-assigned)**
2. CDS Code (State-assigned)
3. **School Name**
4. **Local Student ID (District-assigned)**
5. SSIS ID (State-assigned)
6. **Student First Name**
7. **Student Last Name**
8. **Teacher ID**
9. **Period Number ***
10. Section ID *
11. **Teacher First Name**
12. **Teacher Last Name**
13. Course Name *
14. Department Name *
15. Term (e.g. Fall, Spring, Q1, etc.) *
16. **Grade**
17. Track
18. Gender
19. Race
20. Hispanic (Y/N)
21. Ethnicity
22. Reporting Ethnicity
23. Instructional Program (e.g. English Immersion, Mainstream, etc.)
24. Language Proficiency (e.g. EO, IFEP, RFEP, LEP or ELL.)
25. CELDT Level
26. Special Education Placement (Up to four fields available.)
27. Gifted Designation
28. Title I Designation
29. Migrant Status
30. Optional Fields (Up to five fields available.)
31. Numeric Fields, e.g. Days Absent, Tardies, Suspensions, etc. (Up to five.)
32. Date Fields, e.g. DOB, Reclassification Date, US Entry, etc. (Up to five.)

All **Bold Fields** are required.
Fields identified with an asterisk (*) may only apply to secondary students.
Date fields should be provided in the format **'YYYY-MM-DD'**.

4.22.19

II. FIELD DEFINITIONS

For each Data Field listed above, Licensee must provide Licensor with the following Field Definitions:

1. Field Name
2. Field Length
3. Possible Field Values
4. Associated Field Labels

The example below uses "Gender" to illustrate the Field Definition information required:

Field Name	Field Length	Value	Label
Gender	1 character	M	Male
		F	Female

III. DATA EXTRACTS

Licensee should provide the initial Data Extract to Licensor in the format described in Section I above. If providing the files in such a format is not possible or cannot be easily accomplished, Licensee should inform Licensor as soon as possible so that alternative arrangements can be made.

The format of all subsequent Data Extracts, whether sent manually or through an automated process, should match the format of the initial Data Extract. Data Extracts can be provided in tab-delimited (.txt or .tab), Comma Separated Value (.csv), or Microsoft Excel (.xls) format.

PLEASE NOTE: Any variation in the field order or file format of a Data Extract may result in delays in loading and activating the Data Extract in OARS.

IV. TRANSMISSION OF DATA EXTRACTS

Data extracts can be transmitted to Licensor in one of two ways:

1. As an encrypted attachment to an email, sent to support@redschoolhouse.com. (Licensor strongly recommends that Licensee use a program like WinZip to compress and encrypt data files containing personally identifiable information.)

2. Via the Secure FTP (SFTP) protocol, which uses Secure Shell (SSH) to encrypt transmission of data. (Licensee should request a Secure FTP user account from Licensor.)

4.22.20

Software License Agreement - Exhibit A

Licensee:	Western Placer Unified School District 600 6th Street Lincoln, CA 95648
Contact for Notices:	Ms. Michele Schuetz, Interim Assistant Superintendent, Educational Services
License Term:	Effective Date through June 30, 2015
Licensed Uses:	Local Assessment Module (Unlimited Assessments) ScanOARS Plain-Paper Scanning Module State Assessment Module (STAR, CELDT and CAHSEE) INSPECT Item Bank Module Online Assessment Module (With INSPECT)
On-site Training:	1 day of Free-of-Charge training is available under this Agreement. Additional training is available for $1500/day plus reasonable travel expenses.
License Fees:	Please see next page.
Payment Terms:	Please see next page.

Licensee's Initials: _____ Licensor's Initials: _____

4.22.21

License Fees and Payment Terms

Year 1 (Effective Date through June 30, 2015)

Category	Unit Cost	Quantity	Total
Setup and Maintenance Fee	$3,000.00	n/a	$3,000.00
OARS Student License Fee	$2.75	6600	$18,150.00
INSPECT License Fee	$1.50	6600	$9,900.00
Total			$31,050.00

Full payment for Year 1 shall be due within 30 days of the Effective Date.

Licensee's Initials: _____ Licensor's Initials: _____

4.22.22

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Agreement for Internal Revenue Code Section 125 Services between Flex-Plan, Inc., and WPUSD and Updated WPUSD Flexible Spending Plan

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Asst Superintendent - Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

August 5, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

In 2012, Western Placer USD began the use of Flex-Plan Services, Inc., as our Section 125 Third Party Administrator (TPA). By using this TPA we have been able to streamline our benefits program. This agreement is the annual renewal of the existing TPA agreement for health flexible spending arrangement Section 125 services. Also included is the annual update of the District's Flexible Spending Plan.

RECOMMENDATION:

Staff recommends the Board ratify the agreement between Flex-Plan, Inc., and Western Placer Unified School District for Internal Revenue Code Section 125 services and accept the updated District Flexible Spending Plan.

FLEX-PLAN
SERVICES INCORPORATED

KNOWLEDGEABLE INNOVATIVE ESTABLISHED

ADMINISTRATIVE SERVICES AGREEMENT

(For Sec 125 Cafeteria Plan with Premium Conversion, and Health & Day Care Flexible Spending Arrangements)

This Administrative Services Agreement ("**Agreement**") between Flex-Plan Services, Inc. ("**Flex-Plan**") and Western Placer Unified School District ("**Employer**"), effective July 1, 2014 specifies the services to be provided by Flex-Plan to Employer, and to Employer's enrolled eligible employees ("**Participants**"), in the ongoing administration of the Employer's Benefit Plan (the "**Plan**") under I.R.C. Section 125 and the specified responsibilities of the Employer.

The Employer shall be the Plan Administrator, Plan Sponsor, and Named Fiduciary, and Flex-Plan shall be the administrative firm which shall be engaged as an independent contractor in the performance of administrative services for the Plan.

NOW, THEREFORE, for good and valuable consideration, the parties agree that Flex-Plan will perform the following services on behalf of Employer pursuant to the terms of this Agreement, and the Employer shall perform its responsibilities and make payments as described herein:

1. RESPONSIBILITIES OF FLEX-PLAN

1.1 PLAN DESIGN AND IMPLEMENTATION

Flex-Plan shall:

1.1.1 Determine Plan provisions, contributions, options, specifications, subject to the direction and approval of Employer.

1.1.2 Prepare the Plan Document and the Summary Plan Description to be submitted to the Employer for customization or revision.

1.1.3 Determine processing and administration specifications.

1.2 OPEN ENROLLMENT AND COMMUNICATION

Flex-Plan shall:

1.2.1 Design, prepare and deliver to Employer enrollment forms and informational enrollment packets (electronic soft copy version available as well as hard copy).

1.2.2 Provide and maintain claim forms to Employer and Participants.

1.2.3 Maintain operational toll-free telephone customer assistance (1-800-669-FLEX) for Participant use weekdays 6 a.m. to 6 p.m. and Employer use 7 a.m. to 5 p.m. Pacific Time, excluding holidays.

1.2.4 Maintain operational web site, for the benefit of Employer and Participants, at: www.flex-plan.com.

1.2.5 Provide and maintain electronic format for enrollment data transfer to Employer.

1.3 PLAN PROCESSING AND ADMINISTRATION

Flex-Plan shall:

1.3.1 Provide claim reimbursements by check or direct deposit, and if requested by the Employer to be distributed, account statements, according to applicable laws, rules and regulations. Such claim reimbursements will be issued within two business days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the Eligibility and Payroll Deduction Report ("**EDR**") or submits an approved payroll report; or (3) the receipt of Employer Contributions as required in Exhibit B.

1.3.2 Provide notification of availability of the following reports:

1.3.2.1. EDR, which is available online each pay date, and reconciled by the Employer and submitted to Flex-Plan via our secure website;

1.3.2.2. Disbursement and Year-to-Date report on each reimbursement processing date

1.3.3 Provide annual forfeiture report, for funds that have been forfeited, within ninety (90) days after the Plan's claims run-out period has expired.

1.4 PLAN COMPLIANCE

Flex-Plan shall:

1.4.1 Store and retain claims for eight (8) years.

1.4.2 Perform claims adjudication, including verification of date, service, and cost of service.

1.4.3 Perform annual nondiscrimination testing. Testing is contingent upon the return of the nondiscrimination request for information and will be conducted at no additional cost.

1.5 ENROLLMENT MEETINGS & BENEFIT FAIRS

1.5.1 Flex-Plan shall provide on-site enrollment meetings and attendance at benefit fairs, as reasonably requested by Employer, for any fees and costs set forth in attached Exhibit A.

1.6 CONTRACT COMPLIANCE

1.6.1 Flex-Plan will comply with, and all deliverables provided by Flex-Plan to the Employer or Participants under this Agreement shall comply with, all applicable codes, rules and regulations, including, but not limited to 26 USCS.

2. FEE SCHEDULE

The Fee Schedule, of costs and fees to be paid by the Employer to Flex-Plan, is attached hereto as Exhibit A.

3. RESPONSIBILITIES OF THE EMPLOYER

3.1 PAYMENT

Employer will remit full payment to Flex-Plan of all billed costs and fees, pursuant to the terms of section 2 hereof, within thirty days after delivery to the Employer of the administrative invoice. Balances must be paid before next billing cycle or interest of 1.5% per month (18% APR) will accrue.

3.2 REPORTING

The Employer shall report all new Participants, and all changes in employment or Participant information, and all terminations of Participants from the Plan, and all unpaid Participant leaves of absence, on the same day of each such occurrence. In the event that such occurrences are not timely reported or information not timely verified, and in the event that there are disbursements made by Flex-Plan that would not have been made if the occurrence had been reported on the same day of each such occurrence, then the Employer shall be responsible for such disbursements up to the annual election amount, and shall reimburse Flex-Plan therefore upon request by Flex-Plan. The Employer shall also verify the EDR or submit an approved payroll report, year to date information, and Participant annual elections for each pay date. Employer shall be responsible for accurate Participant payroll deductions, reporting of deductions, and W-2 reporting.

3.3 FUNDING

Terms are set forth in the attached Exhibit B.

4.23.2

3.4 REPORT RECONCILIATION

Employer shall submit an approved payroll file or reconcile Flex-Plan's EDR against payroll deductions for each processing date through Flex-Plan's secure online employer portal. If the Employer cannot or does not perform this responsibility, Flex-Plan may charge the rate described in the attached Exhibit A for reconciling Employer provided payroll reports, as further described in section 3.2 herein. If Employer fails to provide the approved payroll file or reconcile the EDR for more than forty-five (45) days from the pay date deduction Flex-Plan may suspend claim processing.

3.5 NONDISCRIMINATION TESTING

Employer shall complete and return the nondiscrimination request for information each Plan year. Employer shall initiate and timely take corrective action as required in the event the Plan(s) is found to be discriminatory.

3.6 FINAL DETERMINATIONS

Employer shall determine all final benefit appeals, change in status determinations, and Plan eligibility.

3.7 PLAN COMPLIANCE

Employer shall:

3.7.1 Ensure compliance with IRS Code, COBRA, HIPAA, ERISA and other applicable federal and state laws.

3.7.2 Amend the Plan Document as necessary to ensure ongoing compliance with applicable laws and make available the summary Plan description, summary of material modifications and any other required ERISA notices to all Participants.

3.7.3 File any required tax or governmental returns, including, but not limited to, the 5500 or any applicable schedules.

4. ADVERTISING

Flex-Plan may indicate in its marketing materials and proposals to other prospective customers that this Agreement has been awarded, and may describe the nature and objective(s) of this engagement. No such statements by, or materials of, Flex-Plan will disclose any Employer confidential or proprietary information.

5. CONFIDENTIALITY

Flex-Plan respects Employer's and Participants' right to privacy. All Employer data including, but not limited to, all Participant information related to Participants' names, salaries, wage information and healthcare expense data, are confidential and Flex-Plan covenants and agrees that it will not, directly or indirectly, use or disclose confidential data except as otherwise described herein, to Flex-Plan employees, on a need to know basis, as necessary to provide services to the Employer and Participants. Further, Flex-Plan will maintain all information, medical or otherwise, in compliance with all applicable statutes, codes, and regulations, and as may be required by any governmental regulatory body or any duly constituted court.

6. OWNERSHIP OF REPORTS AND DATA

All reports and data prepared by Flex-Plan, or prepared by Flex-Plan with input from the Employer, pursuant hereto, provided that it is not confidential Participant data, remain the property of the Employer. Flex-Plan will provide the Employer with all data generated pursuant hereto, upon request of the Employer, in electronic or printed format used in its administration procedures.

7. TERM OF AGREEMENT

This Agreement will be effective commencing the date first written above, and shall continue for a period of one year thereafter or until the designated end of the first Plan Year, whichever shall first occur. In the absence of notice of termination by either party more than 30 days prior to the end of the initial term, or prior to the end of a successive term thereafter, then the term hereof shall automatically renew for an additional term of one year at the end of each successive one-year term. Notwithstanding the foregoing, the term of this Agreement may be

4.23.3

terminated by either party, at any time during the initial term or subsequent terms, upon 30 days prior notice from one party to the other. Upon termination of the term hereof, each of the parties agrees that it shall fully comply with the requirements hereof, and shall complete any then-required performance in a timely manner. In the event this Agreement is terminated, all Participant claims submitted to Flex-Plan after the effective date of termination will be returned to Employer. Flex-Plan will have no further responsibility with respect to such claims submitted after the effective date of termination. Flex-Plan reserves the right to retain as an additional administrative fee any interest earned on such funds while held in a Flex-Plan maintained account. Flex-Plan may suspend claim processing and terminate any or all services, in whole or in part, if Employer: files for bankruptcy, becomes or is declared insolvent, is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors, takes any corporate action for its winding-up, dissolution or administration, enters into an Agreement for the extension or readjustment of substantially all of its obligations, or recklessly or intentionally makes any material misstatement as to its financial condition. Termination of this Agreement shall not terminate the rights or obligations of either party arising prior to the effective date of such termination. The indemnity, confidentiality and privacy provisions of this Agreement shall survive its termination.

8. **INDEMNIFICATION**

The Employer shall defend, hold harmless, and indemnify Flex-Plan from and against any damages, liabilities, claims, costs, and expenses, including reasonable attorneys' fees, whether at arbitration, trial, on appeal, or in any regulatory proceeding (herein collectively "Claims") relating to the Employer's default in performance of any of its duties in this Agreement, or related to the acts or omissions of the Employer; provided, however, that the obligation to defend, indemnify, and hold harmless shall not apply to the extent such Claims result from the acts or omissions, including negligence or willful misconduct, of Flex-Plan.

9. **FORCE MAJEURE**

Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God, war or other major upheaval, fires, floods, epidemics, quarantine restrictions, unusually severe weather, and failure or disruptions in utilities due to strike, labor disputes, or acts of nature. This provision shall become effective only if the party failing to perform notifies the other party within 72 hours of the extent and nature of the problem, limits delay in performance to that required by the event, and takes reasonable steps to minimize delays. This notice provision shall be effective unless failure to notify is beyond the control and without the fault or negligence of the non-performing party.

10. **MISCELLANEOUS**

10.1 The attached Exhibits are hereby incorporated as though fully set forth herein.

10.2 This Agreement is the complete Agreement of the parties hereto, and it supersedes all prior written or oral Agreements, as to the subject matter contained herein.

10.3 This Agreement shall be governed by the laws of the state of Washington and any dispute arising out of this Agreement will be settled in any court of competent jurisdiction in King County, Washington.

"FLEX-PLAN"
FLEX-PLAN SERVICES, INC.

By: _____
Title: President
Date: 7/16/2014

Jim Aitken

"EMPLOYER"
WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Title: Asst Supt of Business Svs and Operations
Date: 7/29/14

4.23.4

EXHIBIT A
FEE SCHEDULE

The Employer shall pay to Flex-Plan the following fees and costs, for the services and products of Flex-Plan delivered pursuant hereto:

1. **Monthly Processing Fees:** For processing and administration, the Employer shall pay to Flex-Plan the following fees:

   1.1 $5.50 per month per FSA Participant.

2. **Summary Plan Description Fee:** $3.50 per Summary Plan description printed and mailed to the employer or Participants. Provided only upon Employer request.

3. **Electronic Funds Transfer:** $10.00 per returned item, from attempted deposit in Participant account.

4. **Enrollment Meetings and Benefit Fairs:** For on-site enrollment meetings and attendance at benefit fairs by Flex-Plan:

   4.1 Employer shall pay to Flex-Plan $75.00 per hour, or $300.00 per eight-hour day, whichever is less;
   4.2 Air travel and lodging expenses shall be charged to the Employer at Flex-Plan's cost;
   4.3 Automobile mileage is charged at $ .36/mile, plus $37.50/hour driving travel time.
   4.4 Air travel time is charged as a full day cost, of $300.00 per day.

5. **Report Reconciliation:** In the event that the Employer does not, or cannot, perform the reconciliation of the Flex-Plan EDR or provide an approved payroll report, as described in section 3.4 of the Agreement, then Flex-Plan will perform the reconciliation for $75/hr., with a minimum of $75.00 per report.

6. **Plan Termination Fees:** In the event Employer terminates the Plan, Employer shall pay to Flex-Plan the following fees:

   6.1 $5.00 per check issued or direct deposit initiated.

7. **Plan document Amendment Fee:** $150 per mid Plan year Plan document amendment.

4.23.5

EXHIBIT B
CONTRIBUTION FUNDING

1. Employer dollars equal to the amount of Participant contributions are due ten (10) business days after the pay date deduction. In the event funding is not received within ten (10) days of the pay date deduction Flex-Plan may suspend claim processing.

2. If at any time during the term hereof, or at the end of the term hereof, Participant claim reimbursements (individual or aggregate) exceed employer dollars equal to the amount of Participant contributions (individual or aggregate), then, upon notice from Flex-Plan to the Employer, the Employer shall, within fifteen (15) days after that date of notice, deliver to Flex-Plan an amount equal to that deficit. In the event funding is not received within fifteen (15) days of the notice Flex-Plan may suspend claim processing.

4.23.6

EXHIBIT C
DEBIT CARD SERVICES

This Exhibit C, to that Administrative Services Agreement (the "**Agreement**") executed between Western Placer Unified School District (the "**Employer**") and Flex-Plan Services, Inc. ("**Flex-Plan**"), is made effective July 1, 2014, and is hereby incorporated into the Agreement, as though fully set forth therein.

By execution of this Exhibit C, the Employer has elected to take advantage of, and Flex-Plan has agreed to supply the services of, the Flexible Spending Arrangement charge card (the "**Debit Card**") as further described herein. This Exhibit specifies the services to be provided by Flex-Plan to Employer, and to Employer's enrolled eligible employees ("**Participants**"), in the use and administration of the Employer's benefit card aspect ("**Debit Card Plan**") of the Employer's Benefit Plan (the "**Plan**") under I.R.C. Section 125, for use of the Debit Card to pay for Eligible Health Care Flexible Spending Expenses, and further specifies the responsibilities of the Employer.

1. **RESPONSIBILITIES OF FLEX-PLAN**

1.1 PLAN DESIGN AND IMPLEMENTATION

Flex-Plan shall:

1.1.1 Determine Debit Card Plan provisions, options, specifications, subject to the direction and approval of Employer;

1.1.2 Determine processing and administration specifications.

1.2 PLAN PROCESSING AND ADMINISTRATION

Flex-Plan shall:

1.2.1 Deliver to the Employer enrollment materials, including a form for Participant execution that specifies that Participant shall use the Debit Card only for eligible purposes.

1.2.2 Deliver to the Participant a monthly summary by email on or about the first of each month. Said summary form will include all Debit Card swipes made in the previous month that require substantiation and will request that the Participant submit to Flex-Plan the Debit Card substantiation form along with the receipt, bill or statement for the transaction(s). Upon receipt of the Debit Card substantiation form and supporting documentation, retroactively review each charge on the Debit Card; determine the validity of each charge by the Participant on the Debit Card and then supply to the Participant by email the determination for the charges.

1.2.3 For contribution funded clients as stated in Exhibit B, provide for timely payment to the recipient bank the approved charges on the Debit Cards, subject to applicable laws, rules and regulations.

1.3 PLAN COMPLIANCE

Flex-Plan shall perform claims substantiation and adjudication, as described, including verification of date, service, and cost of service.

2. **RESPONSIBILITIES OF THE EMPLOYER**

2.1 ENROLLMENT

Enrollment materials shall be delivered to Flex-Plan not less than 20 days prior to date of issuance of Debit Cards.

2.2 FUNDING AND REPORTING

2.2.1 In the event that the Employer receives notice from Flex-Plan that a Participant charge has been denied, and that a Participant has not timely delivered the denied amount to Flex-Plan, then the Employer shall deliver a sum equal to the denied amount to Flex-Plan prior to the end of the Plan year.

4.23.7

2.2.2 If Employer fails to provide an approved payroll file or reconcile the EDR within forty-five (45) days of the pay date deduction Flex-Plan may suspend claim processing including but not limited to suspension of all Debit Cards

2.2.3 In the event funding is not received within ten (10) days of the pay date deduction Flex-Plan may suspend claim processing including but not limited to suspension of all Debit Cards.

2.3 EMAIL ADDRESSES

The Employer shall deliver to Flex-Plan email addresses for all Participants requesting a Debit Card.

3. TERM OF AGREEMENT

The Plan, and this Exhibit C, shall be effective during the term set forth in the Plan. Upon termination of the term thereof, each of the parties agrees that it shall fully comply with the requirements hereof, and shall complete any then-required performance in a timely manner.

4. FEE SCHEDULE FOR DEBIT CARD SERVICES

The Employer shall pay to Flex-Plan the following fees and costs, for the services and products of Flex-Plan delivered pursuant to the terms of this Exhibit C, in addition to all fees and costs set forth in the Agreement.

4.1 DEBIT CARD REPLACEMENT FEE

Participants will incur a Replacement Fee of $5 for a lost, stolen, or replaced card. The Replacement Fee will be deducted from the Participant's Health Care FSA.

EXHIBIT D
GRACE PERIOD ADMINISTRATION FOR FLEXIBLE SPENDING ARRANGEMENT

This Exhibit D, to that Administrative Services Agreement (the "**Agreement**") executed between Western Placer Unified School District (the "**Employer**") and Flex-Plan Services, Inc. ("**Flex-Plan**"), is made effective as of July 1, 2014, and is hereby incorporated into the Agreement, as though fully set forth therein.

By execution of this Exhibit D, the Employer has elected to take advantage of, and Flex-Plan has agreed to supply the services of, the IRS Notice 2005-42 Grace Period Administration (the "**Grace Period**") as further described herein. This Exhibit specifies the services to be provided by Flex-Plan to Employer, and to Employer's enrolled eligible employees ("**Participants**"), in the administration of the Employer's Grace Period of the Employer's Flexible Benefit Plan (the "**Plan**") under I.R.C. Section 125, for use of a Grace Period following the end of the Plan year, and further specifies the responsibilities of the Employer and Participant.

1. **RESPONSIBILITIES OF FLEX-PLAN**

1.1 DOCUMENTS

Flex-Plan shall:

1.1.1 Provide Plan document and summary Plan description which include the Grace Period for the health care and day care flexible spending arrangement.
1.1.2 Provide a stand-alone amendment for the Employer's Plan document (amended Plans only).
1.1.3 Provide a summary of material modifications upon Employer's request (amended Plans only).

1.2 PLAN PROCESSING AND ADMINISTRATION

Flex-Plan shall:

1.2.1 Process health care flexible spending arrangement and day care flexible spending arrangement claims up to the 15th day of the third month following the end of the Plan year.
1.2.2 Adjudicate and process claims during the Grace Period against the prior Plan year and apply any remaining claim balance against the current Plan year.
1.2.3 Adjust any claim and associated reimbursement, previously submitted and processed in accordance with Section 1.2.2, between different Plan years at the Participant's request.

2. **TERM OF AGREEMENT**

The Plan, and this Exhibit D, shall be effective during the term set forth in the Plan. Upon termination of the term thereof, each of the parties agrees that it shall fully comply with the requirements hereof, and shall complete any then-required performance in a timely manner.

3. **FEE SCHEDULE FOR GRACE PERIOD**

The Employer shall pay to Flex-Plan the following fees and costs, for the services and products of Flex-Plan delivered pursuant to the terms of this Exhibit D, in addition to all fees and costs set forth in the Agreement:

3.1 ADJUSTMENT FEES

For account adjustments as described in Section 1.2.3, there will be a fee of $65.00 per transaction.

4.23.9

WESTERN PLACER UNIFIED SCHOOL DISTRICT FLEXIBLE SPENDING ARRANGEMENT

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Copyright 2014 SunGard
All Rights Reserved

4.23.10

WESTERN PLACER UNIFIED SCHOOL DISTRICT FLEXIBLE SPENDING ARRANGEMENT

4.23.11

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY 2
2.2 EFFECTIVE DATE OF PARTICIPATION 3
2.3 APPLICATION TO PARTICIPATE 3
2.4 TERMINATION OF PARTICIPATION 3
2.5 TERMINATION OF EMPLOYMENT 3
2.6 DEATH 3

ARTICLE III
CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION 4
3.2 APPLICATION OF CONTRIBUTIONS 4
3.3 PERIODIC CONTRIBUTIONS 4

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS 4
4.2 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT 5
4.3 DAY CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT 5
4.4 HEALTH INSURANCE BENEFIT 5
4.5 DENTAL INSURANCE BENEFIT 5
4.6 VISION INSURANCE BENEFIT 5
4.7 PRESCRIPTION DRUG COVERAGE BENEFIT 5
4.8 HEALTH SAVINGS ACCOUNT BENEFIT 5
4.9 NONDISCRIMINATION REQUIREMENTS 6

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS 6
5.2 SUBSEQUENT ANNUAL ELECTIONS 6
5.3 FAILURE TO ELECT 6
5.4 CHANGE IN STATUS 7

ARTICLE VI
HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT

6.1 ESTABLISHMENT OF PLAN 9
6.2 DEFINITIONS 9
6.3 FORFEITURES 9
6.4 LIMITATION ON ALLOCATIONS 9
6.5 NONDISCRIMINATION REQUIREMENTS 10
6.6 COORDINATION WITH CAFETERIA PLAN 10

4.23.12

6.7 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS 10
6.8 DEBIT AND CREDIT CARDS 11

ARTICLE VII
DAY CARE FLEXIBLE SPENDING ARRANGEMENT

7.1 ESTABLISHMENT OF ACCOUNT 12
7.2 DEFINITIONS 12
7.3 DAY CARE FLEXIBLE SPENDING ARRANGEMENTS 12
7.4 INCREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS 13
7.5 DECREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS 13
7.6 ALLOWABLE DAY CARE REIMBURSEMENT 13
7.7 ANNUAL STATEMENT OF BENEFITS 13
7.8 FORFEITURES 13
7.9 LIMITATION ON PAYMENTS 13
7.10 NONDISCRIMINATION REQUIREMENTS 13
7.11 COORDINATION WITH CAFETERIA PLAN 14
7.12 DAY CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS 14

ARTICLE VIII
BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS 14
8.2 APPLICATION OF BENEFIT PLAN SURPLUS 16

ARTICLE IX
ADMINISTRATION

9.1 PLAN ADMINISTRATION 16
9.2 EXAMINATION OF RECORDS 17
9.3 PAYMENT OF EXPENSES 17
9.4 INSURANCE CONTROL CLAUSE 17
9.5 INDEMNIFICATION OF ADMINISTRATOR 18

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT 18
10.2 TERMINATION 18

ARTICLE XI
MISCELLANEOUS

11.1 PLAN INTERPRETATION 18
11.2 GENDER AND NUMBER 18
11.3 WRITTEN DOCUMENT 18
11.4 EXCLUSIVE BENEFIT 18
11.5 PARTICIPANT'S RIGHTS 18
11.6 ACTION BY THE EMPLOYER 18
11.7 EMPLOYER'S PROTECTIVE CLAUSES 19
11.8 NO GUARANTEE OF TAX CONSEQUENCES 19

4.23.13

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS 19
11.10 FUNDING 19
11.11 GOVERNING LAW 19
11.12 SEVERABILITY 19
11.13 CAPTIONS 19
11.14 CONTINUATION OF COVERAGE (COBRA) 19
11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA) 20
11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) 20
11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA) 20
11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS 20
11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS 21
11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT 21
11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA) 21
11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT 21
11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT 22

4.23.14

WESTERN PLACER UNIFIED SCHOOL DISTRICT FLEXIBLE SPENDING ARRANGEMENT

INTRODUCTION

The Employer has amended this Plan effective July 1, 2014, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on September 1, 2012. The Plan shall be known as Western Placer Unified School District Flexible Spending Arrangement (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I
DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Care Flexible Spending Arrangement or as allowed by reason of the Affordable Care Act.

For purposes of the Health Care Flexible Spending Arrangement, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means September 1, 2012.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

4.23.15

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Western Placer Unified School District and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Day Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premiums.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning July 1 and ending June 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.22 **"Premium Conversion Benefit"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

4.23.16

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the pay period coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

(a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;

(b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or

(c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

(a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

(b) **Day Care FSA.** With regard to the Day Care Flexible Spending Arrangement, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Day Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 90 days after the end of the Plan Year, based on the level of the Participant's Day Care Flexible Spending Arrangement as of the date of termination.

(c) **COBRA applicability.** With regard to the Health Care Flexible Spending Arrangement, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Care Flexible Spending Arrangement have already been made. Thereafter, the health benefits under this Plan including the Health Care Flexible Spending Arrangement shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Care Flexible Spending Arrangement.

4,23.17

ARTICLE III
CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premiums. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Care Flexible Spending Arrangement or Day Care Flexible Spending Arrangement shall be credited to such fund or account. Amounts designated for the Participant's Premium Conversion Benefit shall likewise be credited to such account for the purpose of paying Premiums.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Care Flexible Spending Arrangement, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

(1) Health Care Flexible Spending Arrangement

(2) Day Care Flexible Spending Arrangement

(3) Health Savings Account Benefit

In addition, except for the Health Savings Account Benefit, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

(4) Health Insurance Benefit

(5) Dental Insurance Benefit

(6) Vision Insurance Benefit

(7) Prescription Drug Coverage Benefit

4.23.18

4.2 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT

Each Participant may elect to participate in the Health Care Flexible Spending Arrangement option, in which case Article VI shall apply.

4.3 DAY CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT

Each Participant may elect to participate in the Day Care Flexible Spending Arrangement option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.7 PRESCRIPTION DRUG COVERAGE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's Prescription Drug Coverage Contract.

(b) **Employer selects contracts.** The Employer may select suitable prescription drug coverage for use in providing this benefit, including, but not limited to, if applicable, by-mail services and prescription drug cards, which will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such prescription drug coverage contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.8 HEALTH SAVINGS ACCOUNT BENEFIT

Each Participant may elect to have a portion of his Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

4.23.19

4.9 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Care Flexible Spending Arrangement Benefits and Day Care Flexible Spending Arrangement Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premiums apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

4.23.20

With regard to Benefits available under the Plan for which Premiums apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Day Care Flexible Spending Arrangement, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation,

4.23.21

annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in Day Care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the Day Care provider. The availability of Day Care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Day Care Flexible Spending Arrangement only if the cost change is imposed by a Day Care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Care Flexible Spending Arrangement as a result of a cost or coverage change under any health insurance benefits.

(l) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Section 4.8, a Participant who has elected to make elective contributions under such arrangement may modify or

4.23.22

revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

ARTICLE VI
HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT

6.1 ESTABLISHMENT OF PLAN

This Health Care Flexible Spending Arrangement is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Care Flexible Spending Arrangement may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Care Flexible Spending Arrangement. Periodic payments reimbursing Participants from the Health Care Flexible Spending Arrangement shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Care Flexible Spending Arrangement"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Care Flexible Spending Arrangement.

6.3 FORFEITURES

The amount in the Health Care Flexible Spending Arrangement as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Care Flexible Spending Arrangement to the contrary, the maximum amount that may be allocated to the Health Care Flexible Spending Arrangement by a Participant in or on account of any Plan Year is $2,500.

4.23.23

(b) **Cost of Living Adjustment.** In no event shall the amount of salary redirections on the Health Care Flexible Spending Arrangement exceed $2,500 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the $2,500 limit. If a Participant participates in multiple cafeteria plans offering Health Care Flexible Spending Arrangements maintained by members of a controlled group or affiliated service group, the Participant's total Health Care Flexible Spending Arrangement contributions under all of the cafeteria plans are limited to $2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to $2,500 (as adjusted) under each Employer's Health Care Flexible Spending Arrangement.

(d) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the $2,500 limit applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Care Flexible Spending Arrangement not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Care Flexible Spending Arrangement, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Care Flexible Spending Arrangement by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Care Flexible Spending Arrangement for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Care Flexible Spending Arrangement. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Care Flexible Spending Arrangement. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Care Flexible Spending Arrangement for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of

4.23.24

incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Care Flexible Spending Arrangement, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Care Flexible Spending Arrangement. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Care Flexible Spending Arrangement.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

(1) Co-payments for doctor and other medical care;

(2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;

(3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

4.23.25

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII
DAY CARE FLEXIBLE SPENDING ARRANGEMENT

7.1 ESTABLISHMENT OF ACCOUNT

This Day Care Flexible Spending Arrangement is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Day Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Day Care Flexible Spending Arrangement.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Day Care Flexible Spending Arrangement"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Day Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for Day Care assistance to the Participant.

(c) **"Employment-Related Day Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Day Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the Day Care that gives rise to the Employment-Related Day Care Expenses, not when the Participant is formally billed or charged for, or pays for the Day Care. The determination of whether an amount qualifies as an Employment-Related Day Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Day Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Day Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Day Care Flexible Spending Arrangement purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Day Care Flexible Spending Arrangement.

7.3 DAY CARE FLEXIBLE SPENDING ARRANGEMENTS

The Administrator shall establish a Day Care Flexible Spending Arrangement for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Day Care Flexible Spending Arrangement benefits.

4.23.26

7.4 INCREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS

A Participant's Day Care Flexible Spending Arrangement shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Day Care Flexible Spending Arrangement pursuant to elections made under Article V hereof.

7.5 DECREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS

A Participant's Day Care Flexible Spending Arrangement shall be reduced by the amount of any Employment-Related Day Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DAY CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Day Care Flexible Spending Arrangement, a Participant who incurs Employment-Related Day Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Day Care Flexible Spending Arrangement as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Day Care Flexible Spending Arrangement in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or $5,000 ($2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Day Care Flexible Spending Arrangement that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Day Care Flexible Spending Arrangement that not more than 25 percent of the amounts paid by the Employer for Day Care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Day Care Flexible Spending Arrangement by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Day Care Flexible Spending Arrangement for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

4.23.27

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Day Care Flexible Spending Arrangement. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Day Care Flexible Spending Arrangement. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DAY CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS

The Administrator shall direct the payment of all such Day Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Day Care Expenses submit a statement which may contain some or all of the following information:

(a) The Dependent or Dependents for whom the services were performed;

(b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;

(c) The relationship, if any, of the person performing the services to the Participant;

(d) If the services are being performed by a child of the Participant, the age of the child;

(e) A statement as to where the services were performed;

(f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

(g) If the services were being performed in a day care center, a statement:

(1) that the day care center complies with all applicable laws and regulations of the state of residence,

(2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and

(3) of the amount of fee paid to the provider.

(h) If the Participant is married, a statement containing the following:

(1) the Spouse's salary or wages if he or she is employed, or

(2) if the Participant's Spouse is not employed, that

(i) he or she is incapacitated, or

(ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Day Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(j) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VIII
BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

4.23.28

(b) **Health and Day Care Flexible Spending Arrangement Claims.** The Participant must submit all claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

If a claim under the Plan is denied in whole or in part, the Participant will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure.

A level one appeal must be submitted within 180 days of receipt of the denial. Any such request should be accompanied by documents or records in support of the appeal. The Participant may review pertinent documents and submit issues and comments in writing. The claims administrator will review the claim and provide, within 30 days, a written response to the appeal (extended by reasonable time if necessary). In this response, the claims administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. If the Participant disagrees with the level one appeal decision the Participant may submit a request for a level two appeal to be determined by the Employer. The Participant must submit the request for level two appeal within 60 days of receipt of the level one notice. The Participant will be notified within 30 days after the Employer receives the appeal (extended by reasonable time if necessary). The Employer has the exclusive right to interpret the appropriate plan provisions. Decisions of the Employer are conclusive and binding.

The following timetable for claims applies:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Denial or insufficient information on the claim: Notification of	15 days
Response by Participant	45 days
Review of claim denial	30 days

The Participant must file the appeal by submitting a written request by email, fax, or mail to Flex-Plan and indicate either level one or two appeal on the email, fax, or letter.

Email: claims@flex-plan.com

Fax: 425-451-7002 or 866-535-9227

Mail: Flex-Plan Services, PO Box 53250, Bellevue WA 98015.

The response will provide written or electronic notification of any claim denial. The notice will state:

(a) The specific reason or reasons for the denial;

(b) Reference to the specific Plan provisions on which the denial was based;

(c) A description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary;

(d) A description of the Plan's review procedures and the time limits applicable to such procedures.

(e) A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and

(f) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the Participant upon request.

When the Participant receives a denial, the Participant will have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the claim. If the Participant requests, the Participant will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is

4.23.29

filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

(a) was relied upon in making the claim determination;

(b) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;

(c) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

(d) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the Participant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

(e) **Forfeitures.** Any balance remaining in the Participant's Day Care Flexible Spending Arrangement or Health Care Flexible Spending Arrangement as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan. No amounts attributable to the Health Savings Account shall be subject to the benefit plan surplus.

ARTICLE IX
ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

4.23.30

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

4.23.31

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Care Flexible Spending Arrangement or Day Care Flexible Spending Arrangement, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI
MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

4.23.32

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of California.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

4.23.33

11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

4.23.34

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

4.23.35

11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

4.23.36

IN WITNESS WHEREOF, this Plan document is hereby executed this 29th day of July.

Western Placer Unified School District

By _____
EMPLOYER

4.23.37

ADOPTING RESOLUTION

The undersigned authorized representative of Western Placer Unified School District (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 8/5/14, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Health Care Flexible Spending Arrangement and Day Care Flexible Spending Arrangement effective July 1, 2014, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached are true copies of Western Placer Unified School District Flexible Spending Arrangement as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: 7/29/14

Signed: _____

Audrey Fitzpatrick
[print name/title]

Asst Supt of Business Svs and Operations

4.23.38

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

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

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Heather Steer, Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Fund 40
Grant Proceeds

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

California Career Pathways Trust awarded Western Placer Unified School District a full grant for $4,438,152.00 specifically for improvements to the Farm and programs contained therein. Due to the current state of the facilities at the Farm, and the need for code compliance prior to being able to expand programs, a majority of the grant award is for improved and new facilities at the Farm.

LPA, Inc. assisted Staff with the writing of the grant, and also with planning the Farm improvements. The attached Professional Services Authorization is with LPA, Inc. for all services for the Farm construction including; revised access compliance, addition of new shop building, four new modular classrooms, and all related site and utility improvements.

LPA, Inc. is one of our pool of Board of Trustee approved architectural firms, and the Board approved a Master Agreement of Services with LPA in May of 2009.

RECOMMENDATION:

Staff recommends the Board of Trustees ratify agreement with LPA, Inc. for services related to site improvements and construction at Lincoln High School Farm.

LPA

PROFESSIONAL SERVICES AUTHORIZATION

Client:	Western Placer Unified School District	Project No.:	1404620
	600 Sixth Street, Suite 400	Project:	Lincoln High School Farm
	Lincoln, CA 95648	Location:	Lincoln
Attn:	Heather Steer	Office:	Roseville
Email:	hsteer@wpusd.k12.ca.us	Client Contract:	Heather Steer
Phone:	(916) 645-5100 Fax:	Client Job No.:	
		LPA Contracts:	A. New (for L. Ellis)

Date:	June 25, 2014
PSA No.:	0
Issued By:	Steve Newsom
LPA PIC:	Jon Mills
License #:	C21169
LPA PM:	Steve Newsom

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' attached as Exhibit '1' for additional information. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Architectural, Interior, Landscape Architect, Lighting and Civil/Structural/Mechanical/Plumbing/Electrical Engineering Services for Western Placer Unified School District for the Lincoln High School Farm project, in Lincoln, CA.

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

Services shall include:

Addition of new Shop Building and four (4) Modular Classroom Buildings, as well as related site and utility improvements.

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

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' shown on the attached Exhibit '1.' The 'Terms and Conditions' are a part of this Agreement.

Fee:	Phased Fixed Fee	$265,000.00
Reimbursable Expenses:	Estimated	$26,000.00

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

Special Conditions:

Subsequent to District's approval of scope and fee, the District and LPA shall negotiate the terms and conditions of a Comprehensive Architectural Services Agreement.

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	$0.00	$0.00	$0.00
Total of Previous Addenda:	$0.00	$0.00	$0.00
Previous Totals:	$0.00	$0.00	$0.00
This PSA Amount:	$265,000.00	$26,000.00	$291,000.00
New Fee Totals:	$265,000.00	$26,000.00	$291,000.00

Client Authorized Signature — Date: 6-26-14

LPA Authorized Signature — Date: June 26, 2014

Robert C. Kupper, AIA, Chief Executive Officer

June 26, 2014

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

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

4.24.1

EXHIBIT '1'

TERMS AND CONDITIONS OF AGREEMENT

The following terms and conditions shall be applicable to the scope of services described in this 'Professional Services Authorization' (PSA) and may only be amended, superseded or replaced by a writing signed by both of the Parties to this PSA. If the proposed services described in this PSA are additional services to an existing prime Owner/Architect Agreement, ("Prime Contract") the terms and conditions of the Prime Contract shall be included herein and shall prevail if in conflict with the terms hereof or unless otherwise modified as a Special Condition of this PSA. At no cost to Owner, and subject to Internal Revenue Code §179D, (Deduction for Energy Efficient Commercial Buildings) Owner agrees to allocate any applicable tax credits to designer (LPA, Inc.) as may be relevant to 'public entity' projects.

1. LPA, INC. ("LPA") shall provide Owner with monthly invoices accurately reflecting current expenditures of professional time and reimbursable expenses. Each invoice shall be due and payable upon receipt and delinquent thirty (30) days after date of issuance. In the event of delinquency, a service charge of 1.5% per month will be assessed. LPA reserves its right to stop the work, as outlined in this PSA, at any time without notice, due to delinquency and receive an automatic extension of the project completion date equal to the period of stoppage. In the event of stoppage of work, due to delinquent payment, LPA shall have no liability to Owner for delay and/or damage caused the Owner because of such a stoppage. LPA shall be entitled to a security interest in the Project's Property and Owner shall execute all documents and take all other steps reasonably necessary to perfect said security interest. Upon default by Owner, LPA may file a notice of lis pendens concerning the property and notify all potentially interested parties of its interest herein in said property. No deductions shall be made from the compensation to LPA on account of problems or losses for which LPA has not been held legally liable.

2. All project expenses shall be reimbursed to LPA by the Owner at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving models, renderings, document reproduction, plotting, deliveries, mileage, and approved travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the Client. These taxes and fees are separate and are not a part of LPA's reimbursable allowance. Unless specifically noted as being included in a 'stipulated sum', all consultant fees shall be subject to a multiple of 1.25.

3. LPA shall be responsible for only the professional services provided by it and/or its subconsultants. In particular, and without limitation, LPA shall not be responsible for delays beyond its reasonable control, for inaccurate information provided to it by Owner, Owner's Consultants or other reasonable reliable sources, for site conditions of which it was not informed, for Owner's finish materials and equipment decisions, for the action or inaction of governmental agencies or for any failures of the Project's contractors and material suppliers.

4. To the extent that LPA is required to provide Construction Administration services pursuant to this PSA, it is understood that LPA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. LPA shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. LPA shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5. Because of the importance of a good working relationship between LPA and Owner, neither party may assign this PSA without the written consent of the other and either party may terminate this PSA by giving at least five (5) days written notice to the other at the addresses on the reverse of this sheet, provided only that such notice is given in the good faith belief that the working relationship is less than satisfactory.

6. If at any time either party should default and materially breach this PSA, then the non-defaulting Party shall notify the defaulting party in writing setting forth clearly what must be done to cure that breach and thereafter the defaulting party shall have fourteen (14) calendar days from the date of the notice of default to cure the default.

7. The Drawings, Specifications and other documents prepared by LPA for this Project are instruments of LPA's service of the Architect for use solely with respect to this Project and, unless otherwise provided, LPA shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including any copyrights.

8. Because of the disparity between LPA's fee and potential civil liability concerning the Project, Owner shall limit LPA's actual or alleged aggregate civil liability concerning or arising out of the Project and that of LPA's principals, employees and subconsultants to Owner and whatever other parties are involved with the Project not to exceed $50,000 or the amount of LPA's fee, whichever is less.

9. Neither the Owner nor any of the Owner's consultants nor contractors nor any of the Owner's contractors' subcontractors shall make a claim against LPA unless the Owner has first provided LPA with a written certification executed by an independent Design Professional currently practicing in the same discipline as LPA and licensed in the State of California. This certification shall: 1) identify the name and license number of the certifier; 2) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an architect performing professional services under similar circumstances; and 3) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to LPA not less than thirty (30) days prior to the presentation of any claim or the initiation of any arbitration or judicial proceeding.

10. It is recognized that neither the Architect nor the Owner have control over changing inflation factors affecting the cost of labor, materials and equipment utilized by the Architect and accordingly the Architect shall be entitled to renegotiate its quoted fees if there is an inflationary increase following the execution of this PSA and the Project is not commenced within 120 days from the date of this PSA or is delayed by the Owner for a period of more than 120 days through no fault of the Architect.

11. It is the declared policy of LPA to afford equal opportunity for employment to individuals without regard to race, religion, color, national origin or ancestry, handicap, medical condition, Veteran status, marital status, sex or age; except where sex or age is a bona fide occupational requirement and the Owner shall provide a safe and harassment-free workplace environment while LPA's employees are on the job site.

4.24.2

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
2014-15 District Budget Update – State Budget Approval

AGENDA ITEM AREA:
Information

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent, Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

California Education Code 42127(i)(4) requires school districts 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.

The California State budget for 2014-15 was approved by the Legislature and signed by the Governor by June 30, the deadline. The budget approved was very similar to the Governor's May Revision proposals.

With the approval of the state budget and the changes in revenues and programs from the final state budget, the budget assumptions staff used to prepare the 2014-15 Adopted Budget presented to the Board in June 2014 will require a revision and be reflected at First Interim reporting in December 2014.

The attached presentation displays the changes due to the State Budget approval to our District's 2014-15 Budget.

RECOMMENDATION:

Staff recommends the Board receive this budget update report.

2014-2015
State Budget Approval
&
District Budget

WESTERN PLACER UNIFIED SCHOOL DISTRICT

BOARD PRESENTATION
AUGUST 5, 2014

THEMES OF THE STATE BUDGET

- Overall budget policy decisions continue to be reflective of slow but seemingly steady economic improvement
- Governor gave up very little ..... again
- State revenues surge for a variety of reasons with June State revenues well above forecast, but:
  - The Department of Finance (DOF) lowers its forecast for 2015-16 Local Control Funding Formula (LCFF) funding levels significantly
  - The revenue volatility we have been concerned about is coming into play
  - There are no statutory or constitutional guarantees for out-year Local Control Funding Formula (LCFF) funding levels

2

THEMES OF THE STATE BUDGET

- Provides Prop 98 funding at $60.9 billion
- Provides $450 million for K-14 mandate backlog
- Provides $4.75 billion for LCFF implementation
- Provides $256 million increase for Pre-Kindergarten
- Provides for potential restriction of school reserves (tied to passage of Budget Reserve proposition in November 2014
- Includes reforms to Independent Study
- Provides $250 million for CTE Pathways Grant (WPUSD Received $4.4million Grant!)

3

EXPENDITURES – WHERE THE ACTION IS

- While LCFF GAP funding projections take a marked turn downward in 2015-16 in funding projections (30.39% to 20.68%), expenditures shoot up
  - California State Teachers' Retirement System (CalSTRS) contributions go up for employers, employees, and the state beginning in 2014-15
    - But by far the biggest impact is on the employer contribution which will increase each year and represent a total increase of 4.33% by 2016-17, the third year of the multiyear projection
  - Beginning in 2015-16, California Public Employees' Retirement System (CalPERS) rates also rocket upward
  - Some districts are struggling with progress toward class-size requirements
- After six years of deficit spending and few salary increases, budget stress is still a major factor

4

COMPETING STATE REVENUE FORECASTS

- Like last year, the Administration's revenue forecast was lower than the forecast of the Legislative Analyst's Office (LAO), the Legislature's fiscal advisor
  - For 2013-14 and 2014-15 combined, the LAO forecast was $2.8 billion in additional revenues
  - Both houses of the Legislature initially assumed the higher LAO forecast and augmented 2014-15 expenditures accordingly
  - Ultimately, however, the Budget Conference Committee adopted the Administration's revenue forecast and sent Governor Brown a Budget based largely on his May Revision expenditure plan
- Postscript to 2013-14 revenues – in the end, the LAO's forecast was closer than the Administration's, with revenues coming in roughly $5 billion more than budgeted

5

THE REST OF THE BUDGET

- Major items in the non-Proposition 98 side of the State Budget are:
  - A contribution of $1.6 billion to the Budget Stabilization Account in 2014-15, pursuant to Proposition 58
  - $2.4 billion to fund Medi-Cal costs primarily due to implementation of the Affordable Care Act
  - $872 million of Cap and Trade auction proceeds to help reduce greenhouse gases
  - $142.2 million each to the University of California and California State University, the second installment of 5% annual increases over four years

6

MAJOR PROPOSITION 98 CHANGES – DEFERRALS

- The level of the Proposition 98 guarantee in the enacted State Budget is the same as proposed in the Governor's May Revision
- The Legislature, however, increased 2014-15 spending above the May Revision by reducing funding for the buy back of apportionment deferrals
  - The Governor proposed to buy back all K-14 deferrals at a cost of $6.1 billion ($5.5 billion for K-12 and $593 million for community colleges)
  - The Legislature reduced the deferral buy back by $1 billion, expending these funds instead on one-time and ongoing programs
    - However, the 2014-15 State Budget includes a trigger provision tied to General Fund revenues that directs revenue collections in excess of the forecast level to be used to buy back the remaining deferrals ($900 million for K-12 and $94 million for community colleges)
- 2014-15 WPUSD Update – No Change Budget as Deferrals are a Cashflow Issue and not a Budget Issue

7

2014-15 LCFF FUNDING PROVISIONS

- The adopted State Budget increases gap funding for the LCFF in 2014-15
  - $4.75 billion in the final budget, up from $4.5 billion in the Governor's Budget proposal
  - Gap closure is estimated at 29.56% in 2014-15 (per the DOF) (At Adopted 28.05%)
  - 2014-15 WPUSD Update – Increase in LCFF Funding = $210,000
- Combined with elimination of 12.0017% of the gap in 2013-14, the new formula will be over one-third of the way to full implementation after the first two years
- 2014-15 LCFF growth provides an estimated *average* increase in per-pupil funding of 11.6%, or $803 per unit of ADA
  - As always, keep in mind that the LCFF increases of individual LEAs can vary significantly from the average. Amounts actually received range from zero to just over 18%

8

BASE GRANT ENTITLEMENT CALCULATION

- 2014-15 target entitlement calculation
  - Grade span per-pupil grants are increased for the 0.85% statutory cost-of-living adjustment (COLA) – unchanged from the May Revision

Factors	K-3	4-6	7-8	9-12
2013-14 Base Grant per ADA	$6,952	$7,056	$7,266	$8,419
COLA @ 0.85%	$59	$60	$62	$72
Base grants – 2014-15	$7,011	$7,116	$7,328	$8,491

TARGET

9

GRADE SPAN ADJUSTMENTS

- Grade span adjustments (GSAs) for K-3 Class-Size Reduction (CSR) and 9-12 Career-Technical Education (CTE) are additions to the base grant
  - CTE is unrestricted; class size GSA requires progress toward maximum site average enrollment of 24 students in K-3 classes*. Unless you have a negotiated collective bargaining agreement for alternative class sizes in grades K-3.

Factors	K-3	4-6	7-8	9-12
Base grants – 2014-15	$7,011	$7,116	$7,328	$8,491
Adjustment percentage	10.4% CSR	-	-	2.6% CTE
Adjustment amount	$729	-	-	$221
Adjusted grant per ADA	$7,740	$7,116	$7,328	$8,712

TARGET

*Charter schools are not required to meet the maximum site average to receive K-3 GSA

10

CSR GRADE SPAN ADJUSTMENT PENALTY

- Failure to meet the requirement (class-size progress or negotiated alternative language in the contract) will cause an estimated reduction in 2014-15 LCFF funding for affected school districts of an estimated $215.50 per K-3 ADA (approximately $500,000 for WPUSD)
  - + $729 per ADA K-3 CSR GSA multiplied by 29.56% estimated 2014-15 gap closure percentage
- Districts should avoid this huge penalty through careful staffing adjustments as needed through the year
  - + Unless you have a negotiated collective bargaining agreement for alternative class sizes in grades K-3

11

SUPPLEMENTAL AND CONCENTRATION GRANTS

- Supplemental and concentration grants are calculated based on the percentage of district enrollment accounted for by English learners (EL), free and reduced-price meal (FRPM) program eligible students, and foster youth

Factors	K-3	4-6	7-8	9-12
Adjusted grant per ADA	$7,740	$7,116	$7,328	$8,712
20% supplemental grant	$1,548	$1,423	$1,466	$1,742
~~50% concentration grant (for eligible students exceeding 55% of enrollment)~~	~~$3,870~~	~~$3,558~~	~~$3,664~~	~~$4,356~~

NOTE: WPUSD does not receive Concentration Grant funds

12

TARGET

CALSTRS RATE INCREASES – MAY REVISION

- In a significant departure from his stated plan in January, Governor Jerry Brown announced in May that he intended to fully fund CalSTRS in about 30 years - with no additional funding to support increased costs
- Contribution rate increases were proposed as follows:
  - State rate increases 4.311% over three years
  - Employer rate increases from 8.25% to 19.1% over seven years
  - Employee rate increases from 8% to 10.25% over three years
- FINAL STATE BUDGET - As a result of this feedback, the Legislature proposed a smaller employer rate increase during the first three years and a uniform employee rate for 2014-15 (from 9.25% at Adopted to 8.88% Final State Budget)
- 2014-15 WPUSD Update – Decrease of $120,000 in Budgeted Benefits Expenditures = $120,000 Increase in Fund Balance

13

CALSTRS RATE INCREASES – SCHEDULE

- The final plan has a smaller employer contribution rate increase in 2014-15 and consistent increases up to final implementation
- Once the statutory rates are achieved, CalSTRS will have the authority to increase or decrease the employer and state contribution rates

Year	Employer	Pre-PEPRA Employees	Post-PEPRA Employees
2014-15	8.88%	8.15%	8.15%
2015-16	10.73%	9.20%	8.56%
2016-17	12.58%	10.25%	9.205%
2017-18	14.43% (5.55% Inc.)	10.25%	9.205%
2018-19	16.28%	10.25%	9.205%
2019-20	18.13%	10.25%	9.205%
2020-21	19.10% (10.22% inc.)	10.25%	9.205%

14

CALPERS RATE INCREASES – BACKGROUND

- With assets totaling more than $300 billion, CalPERS is the nation's largest public pension fund
- CalPERS is able to stay ahead of the curve because the Board has some authority to increase rates
- In February 2014, CalPERS adopted new demographic assumptions based on member longevity. As a result, employer and state contribution rates will increase
- The employer contribution to CalPERS is increasing from 11.442% in 2013-14 to 11.771% in 2014-15
  - "Classic" members continue to pay 7.00%
  - New members pay 6.00%, which may fluctuate from year to year based on the PEPRA requirement to pay half the normal cost rate

Actual	Projected Future Contribution Rate Increases for School Employers					
2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
11.771%	12.6%	15.0%	16.6%	18.2%	19.9%	20.4% (8.63% Inc)

15

SSC FINANCIAL PLANNING DARTBOARD

Factor	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
LCFF Planning Factors	FCMAT/ DOF	FCMAT/ DOF	FCMAT/ DOF	FCMAT/ DOF	FCMAT/ DOF	FCMAT/ DOF
Statutory COLA	3.24%	1.565%	1.80%	2.30%	2.50%	2.70%
California Consumer Price Index	2.15%	2.00%	2.30%	2.50%	2.70%	2.80%
10-year Treasuries	1.89%	2.50%	2.70%	2.90%	3.10%	3.30%

Reserves		
State Reserve Requirement	District ADA Range	LCFF Reserve Plan
The greater of 5% or $50,000	0 to 300	WPUSD – Currently reserving future year GAP funding increase
The greater of 4% or $50,000	301 to 1,000	
3%	1,001 to 30,000	
2%	30,001 to 400,000	
1%	400,001 and higher	

16

STATE LOTTERY 2014-15

4-3

- The Lottery Commission has approved its 2014-15 budget, and it is projecting sales revenue of $5.4 billion for 2014-15
- The $5.4 billion in sales would result in $1.3 billion for California public education
- Lottery funding for 2014-15 is estimated at $162 per annual ADA
  - $128 per annual ADA for unrestricted
  - $34 per annual ADA for Proposition 20 (restricted)
- 2014-15 WPUSD Update – No Change in Budgeted Funding

17

FUNDING FOR COMMON CORE

- No additional funding in 2014-15 for Common Core
- Any carryover of 2013-14 one-time funding must be spent by June 30, 2015
- Funds subject to annual audit
- LEAs must:
  - By July 1, 2015, report detailed expenditure information to CDE

- 2014-15 WPUSD Update – No Change in Budget as no funding allocation was made

18

MANDATED PROGRAMS – MANDATE BLOCK GRANT (MGB)

- For budgeting and planning purposes, LEAs have two options:
  - Opt in to the MBG and budget for the following amounts for 2014-15, 2015-16, and 2016-17 (WPUSD Option)

Grade Span	School Districts	Charter Schools	COEs
K-8	$28	$14	$29
9-12	$56	$42	$57

    - The above MBG rates remain the same as provided in 2013-14
  - Or continue to collect data and submit reimbursement claims for the current year

- 2014-15 WPUSD Update – No Change Budgeted Funding

19

MANDATED REIMBURSMENT PROGRAMS

- Reimbursements/payments will be made to all LEAs and charter schools for the costs of state-mandated programs
  - $400.5 million in to be allocated based on the ADA from the 2013-14 P-2
    - $66 per ADA (estimated)
  - Funding received extinguishes outstanding prior-year mandate claims, with the oldest claim deemed to be paid first
  - All LEAs and charter schools are to receive these funds, whether or not the agency has an outstanding mandate claim
  - SSC recommending that Districts recognize the revenue when it's received from the state
- 2014-15 WPUSD UPDATE – No change in 2014-15 Budget at this time. Once firm allocations are made by the CDE a budget will be established.

20

SPECIAL EDUCATION

- The enacted State Budget provides a 0.85% COLA for special education
- Educationally related mental health funding receives small increase
  - $426 million allocated separately to Special Education Local Plan Areas (SELPAs)
    - $357 million from state funds estimated at $59.56 per ADA
    - $69 million from federal funds estimated at $11.51 per ADA
  - Funds must be used to provide educationally related mental health services for emotionally disturbed pupils with individualized education programs (IEPs)
- 2014-15 WPUSD Update – No Change in Budgeted Funding

21

CAP ON LOCAL RESERVES

- In a controversial, last-minute proposal advanced by the Governor, the Legislature adopted severe limits on LEAs' local reserves
- Senate Bill (SB) 858, the omnibus education trailer bill, requires the following:
  - If a district adopts a budget with an ending fund balance in excess of the minimum reserve specified in SBE regulations (1% to 5%, based on district size), the district must:
    - Identify the minimum reserve level applicable to the district
    - Identify the amount in excess of the minimum
    - Prepare a statement that substantiates the need for the excess
      - These needs could include one-time expenditures for infrastructure, maintenance and repair, technology, contributions to unfunded liabilities such as Other Post Employment Benefits (OPEB), or other needs as determined by the local board

22

CAP ON LOCAL RESERVES

3-10

+ Provided that (1) state voters enact Proposition 44, the proposed "Rainy Day Fund" in November 2014 and (2) the state makes a contribution to the Proposition 98 Reserve created by that proposition, in the year following:
  - × District reserves would be limited to two times the SBE minimum, and three times for Los Angeles Unified School District (i.e., 3%)
  - × County offices of education (COEs) are authorized to provide an exemption to the reserve limit under "extraordinary fiscal circumstances"
    - * This exemption is limited to two consecutive fiscal years in a three-year period
    - * COEs are exempt from the cap on reserves
    - * In testimony before the Budget Conference Committee, the Administration's DOF asserted that the need for local reserves would diminish because the state's Proposition 98 reserve would cushion the loss of funds during a downturn

23

LCFF REVENUES PRESENT MORE RISK

- × LCFF funding levels have no predictable anchors in statute or in the Constitution
  - + Beyond the extremely weak protection of Proposition 98, the annual LCFF contribution is at the discretion of the state
  - + As a result, districts that plan and make long-term commitments based upon state projections are at risk if those projections are revised
    - × Just a two weeks days ago, the state reduced its planned gap funding increase for 2015-16 by 33%, from 30.39% to 20.68%
    - × Districts that based expenditures on the higher amount potentially face budget reductions
- × Our advice continues to be to hold one year's worth of planned LCFF increases in reserve over and above the Reserve for Economic Uncertainties (REU)
- × Initially, beginning in 2015-16, districts will be required to identify the amount of reserves above the state minimum and explain the need for higher reserves
- × Some education leaders have said they will not support the Proposition because of its impact on reserves and loss of local control

24

QUESTIONS?

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:
Consider Approving New Job Description for Licensed Vocational Nurse (LVN).

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Ryan Davis
Assistant Superintendent of
Personnel Services

ENCLOSURES:
New Job Description for:
LVN

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

As a 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.

RECOMMENDATION:

Approve the new job description for the LVN position.

Western Placer Unified School District

POSITION DESCRIPTION

Position Title:	**DISTRICT LICENSED VOCATIONAL NURSE (LVN)**
Department:	Educational Services
Reports to:	Director of Special Education, Director of Educational Services & District Nurse

SUMMARY:

Under the supervision of a *District Registered Nurse, Director of Educational Services* and site administration, the Licensed Vocational Nurse will provide medical care to students of all ages with medical needs. Will perform specialized health care procedures, administer medications, provide first aid and complete other tasks delegated to the LVN by a District Registered Nurse.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

* Provides emergency care in situations such as anaphylactic shock, cardiopulmonary distress, respiratory distress, insulin reactions, hypoglycemic reactions, seizures, dysreflexia, and other medical emergencies.
* Performs specialized physical health care procedures functioning under the Licensed Vocational Nurse (LVN) standards of practice including, but not limited to, catheterization, gastronomy tube feedings, ostomy care, tracheostomy care, suctioning, first aid, medication administration, blood glucose monitoring, bowel elimination needs, toileting and specialized medical treatment for the purpose of providing appropriate care for ill, medically fragile and/or injured students.
* Participates in the administration of nursing care described in Emergency Care Plans, Individualized Health Care Plans, Individualized Education Plans or other written plans of care for students under the direction of a Registered Nurse.
* Monitors general well-being of children as needed including the measurement of vital signs, the presence of possible communicable disease, the assessment of illness or injury, and provision of other care as needed.
* Assists in the administration of prescription and over-the-counter medications as needed, per WPUSD policies and procedures and monitors students for any unexpected, abnormal or allergic reactions to medication.
* Assists Registered Nurse in mandated screening programs.
* Participates in the positioning of students as needed, including positioning on therapeutic equipment.
  Assists in providing medically prescribed therapeutic exercise, as needed.
* Moves students to/from floor, changing tables and wheelchairs. Assists in lifting students from wheelchairs and/or adaptive equipment. Pushes wheelchairs and assists with walkers.
* Appropriately documents all nursing assessments, interventions and student outcomes, and appropriately communicates with Registered Nurse, and parent/guardian as needed.
* Files health materials and records, prepares records, periodic and special reports, completes accident reports, screens student records for compliance with immunization laws, under the direction of the Registered Nurse, alerts parents of needed immunizations and maintains communication until records are provided.

7.2.1

* Under the direction of the Registered Nurse, participates in follow-up of students with vision, hearing, dental needs, scoliosis or other health issues.
* May be required to ride a school bus or other transport vehicle to provide nursing care to students being transported via district transportation services. May be required to accompany students on field trips in order to provide specialized health care procedures and/or general nursing care, as needed.
* Complies with all Western Placer Unified School District policies and procedures.
* Establishes and maintains good communication and effective professional working relationships with students, parents, district Registered Nurses, clerks, teachers, administrators, coworkers, special education personnel, the general public and all others with whom the LVN must interact.
* Demonstrates professional standards of care, including confidentiality, the maintenance of vocational nursing skills, documentation of care, and the modeling of safe, prudent and healthful work behaviors and practices.
* Works to identify and eliminate unsafe or unhealthful school and/or work area conditions.
* All other related duties as assigned.

QUALIFICATION:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

* Equivalent to completion or graduation from an accredited vocational nurses training program;
* An Associate of Arts Degree;
* One year of work experience in an LVN position desired;
* Experience working with children with various disabilities, home health nursing in pediatrics, or pediatric nursing within the hospital setting clinic or physician's office preferred;
* Experience in carbohydrate counting for diabetic insulin care, catheterization procedures, tube feedings and other specialized health care services strongly preferred.

CERTIFICATES AND LICENSES:

* Possession of a valid California State License as a Vocational Nurse
* Valid California automobile driver's license and evidence of insurability
* Must possess a valid First Aid and CPR Card
* Current first aid card; TB Clearance
* Department of Justice fingerprint clearance

LANGUAGE SKILLS:

Ability to write routine reports and correspondence. Ability to speak effectively before administrators, staff, parents and students.

MATHEMATICAL SKILLS:
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio, and percent and to draw and interpret graphs.

REASONING ABILITY:
Ability to apply common sense understanding to carry out detailed written and oral instructions. Ability to deal with problems involving several concrete variables in standardized situations.

OTHER SKILLS AND ABILITIES:
Ability to maintain composure under stressful conditions. Ability to develop effective working relationships with students, staff, and the school community. Ability to communicate clearly and concisely, both orally and in writing. Ability to perform duties with awareness of all district requirements and Board of Education policies. Ability to provide specialized health care procedures consistent with LVN licensure.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; walk and stand; travel from building to other sites. Specific vision abilities required by this job include close vision, distance vision, depth perception, and the ability to adjust focus. The employee must occasionally lift and/or move and push up to 90 pounds such as students and students in wheelchairs. Specific vision abilities required by this job include close vision distance vision, and depth perception. Physical, mental, and emotional stamina to endure workload under sometimes stressful conditions.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually very moderate to quiet. The employee is frequently exposed to infection at a greater risk than the average person. The employee is directly responsible for the safety, well-being of students.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned

7.2.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

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:
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.

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Ryan Davis
Assistant Superintendent of
Personnel Services

ENCLOSURES:
Resolution No. 14/15.5

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical Fund Savings

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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.

RECOMMENDATION:

Approve Resolution No. 14/15.5, Authorizing the layoff and hours reduction of Classified Employees Positions due to Lack of Work/Lack of Funds.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 14/15.5

RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO LACK OF WORK/LACK OF FUNDS

WHEREAS, Education Code §45117, District Policy and the collective bargaining agreement between the Western Placer Unified School District and the California School Employees Association permit the Governing Board to reduce the number of classified positions for lack of work or lack of funds;

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce the following positions in the District not later than October 6, 2014, due to lack of work/lack of funds:

Eliminate One (1) 3 hour Intervention Services Provider Position (Twelve Bridges Middle School).

Reduce One (1) 7 hour Preschool Instructor position to a 3 hour Preschool Instructor position (Sheridan Elementary Preschool program).

Eliminate One (1) 3 hour Preschool Instructional Aide position (Sheridan Elementary Preschool program).

Eliminate One (1) 3.5 hour Instructional Aide position (Sheridan Elementary).

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on October 6, 2014, the above-referenced classified positions shall be reduced or eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

7.3.1

ADOPTED by the Governing Board of Western Placer Unified School District on August ___, 2014, by the following vote:

AYES:

NOES:

ABSENT:

_____
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

DRAFT

7.32

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
New State Regulations

AGENDA ITEM AREA:
Information

REQUESTED BY:
Heather Steer, Director of Facilities

ENCLOSURES:
No

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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.

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.
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 Memorandum of Understanding Supplement to Joint Use Agreement with City of Lincoln for Public Administrative Building

AGENDA ITEM AREA:
Action

REQUESTED BY:
Heather Steer, Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Funding

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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.

Due to use changes from the time that the building was designed, there has been an increase in technological equipment being run within the server room on the 4th Floor. Because of the output of heat from the equipment, there have been issues with server failure. Since the air conditioning unit is so vastly undersized for the room usage currently, the only way to keep the equipment in running order and keep the room secure is to improve the air conditioning unit that serves this area.

Because under the Joint Use Agreement the roof area and equipment is technically owned by the City of Lincoln, we needed to draft an MOU that would address the needs of both parties.

The attached MOU has been approved by City of Lincoln City Council on July 8, 2014.

RECOMMENDATION:

Staff requests that the Board of Trustees approve the MOU addendum to the Joint Use Agreement with the City of Lincoln for improvements to the City Hall 4th Floor Server Room.

FIRST SUPPLEMENT TO JOINT USE AGREEMENT
(City Consent to Installation of A/C Equipment)

This First Supplement to Joint Use Agreement (this "First Supplement") is effective as of July 1, 2014, by and between the City of Lincoln, a municipal corporation ("City"), and the Western Placer Unified School District, a political subdivision of the State of California ("District") (each a "Party" and collectively, the "Parties").

WHEREAS, the City and District have previously entered into that certain Joint Use Agreement, dated as of February 14, 2006 (the "Original JUA") for the construction and use of a public administrative building (the "Administrative Building") consisting of four floors and located at 600 Sixth Street in the City of Lincoln, California;

WHEREAS, pursuant to the Original JUA, the District has the right to use the fourth floor of the Administrative Building for any and all purposes and activities normally carried out by a school district;

WHEREAS, within the District's fourth floor space, the District has housed certain computer equipment, servers and other infrastructure in furtherance of the District's purposes and activities;

WHEREAS, the District desires to replace a portion of the existing HVAC system with a new HVAC component that will adequately cool the computer infrastructure; and

WHEREAS, the City and the District desire to enter into this First Supplement to set forth the terms of City approval, consent to installation and alterations, use, sharing of expense, and ownership of improvements, all in accordance with the Original JUA, as supplemented hereby.

ACCORDINGLY, the Parties agree as follows:

SECTION 1. Consent. In accordance with Section 21 of the Original JUA, the District requests, and the City consents to, the installation of an air conditioning unit (the "New A/C Unit") for the District's fourth floor space as set forth in the plans and specifications for the proposed work shown in Exhibit A attached hereto and made part hereof.

SECTION 2. Supplement to Original JUA.

(a) Cost and Contracting. The District shall contract and pay for all costs of installation, construction and insurance relating to the New A/C Unit.

(b) Construction Insurance. The District shall continue to maintain all insurance as required under paragraph 25 of the Original JUA. The contractor installing the A/C Unit, as well as any subcontractors, shall procure and maintain insurance coverage in amounts and coverages not less than those set forth in paragraph 25 of the Original JUA. The City shall be named as an additional insured on all such policies.

7.5.1

(c) Ownership of Alterations. For so long as the District has not withdrawn from the Original JUA pursuant to section 27, title to the New A/C Unit shall remain in the District. Upon such withdrawal, title to the New A/C Unit shall vest in the City. The District agrees to execute any certificate or document reasonably requested by the City to effectuate such transfer of ownership.

(d) Delivery of removed HVAC equipment. Upon removal of the existing HVAC components for purposes of installation of the New A/C Unit, the District shall deliver, or direct the contractor to deliver, such removed components to the City at [DELIVERY LOCATION] as part the construction and installation project described in Exhibit A.]

(e) Maintenance of New A/C Unit; Utilities. The City agrees to provide for the continued maintenance of the New A/C Unit in accordance with the Original JUA, including section 11 thereof, with the District bearing one-fourth of all Operation and Maintenance Costs (as the term is defined in the Original JUA) for the Administrative Building, and the City bearing three-fourth of all Operation and Maintenance Costs for the Administrative Building. District shall continue to pay City one-fourth of all Utilities costs (including Heating and Air Conditioning costs) in accordance with section 20 of the Original JUA.

(f) Indemnification. In addition to, and without limitation of, the Parties obligations under Section 24 of the Original JUA, the District shall defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all liability, injury, damages, costs, or expense that arise as a result of the installation, construction or use of the New A/C Unit to the extent such liability, injury, damages or costs are not caused by the negligence or willful misconduct of City, its officers, agents, or employees.

SECTION 3. Applicability of Remaining Provisions. Except as expressly modified, supplemented or amended by this First Supplement, the Original JUA shall remain in full force and effect. To the extent that there is a conflict between terms of the Original JUA and this First Supplement, the terms of this Supplement shall control.

SECTION 4. Binding Effect. This First Supplement inures to the benefit of and is binding upon the City, the District, and their respective successors and assigns.

SECTION 5. Severability. If any provision of this First Supplement is held invalid or unenforceable by any court of competent jurisdiction, such holding does not invalidate or render unenforceable any other provision hereof.

SECTION 6. Execution in Counterparts. This First Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7. Applicable Law. This First Supplement is governed by and construed in accordance with the laws of the State of California.

SECTION 8. Captions. The captions or headings in this First Supplement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this First Supplement.

SECTION 9. Capitalized Terms. Capitalized terms used but not defined in this First Supplement have the meanings ascribed thereto in the Original JUA.

IN WITNESS WHEREOF, the Parties have caused this First Supplement to be executed by the respective officers thereunto duly authorized and effective as of the day and year first above written.

CITY OF LINCOLN

By: _____
City Manager

ATTEST:

_____
Patricia Avila, City Clerk

_____
Dated

APPROVED AS TO FORM:

_____
Jonathan Hobbs, City Attorney

_____
Dated

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

ATTEST:

_____
District Secretary

_____
Dated

EXHIBIT A

PLANS AND SPECIFICATIONS

[ATTACHED]

7.5.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Approve Resolution #14-15.3
Local Reserve Cap

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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).

The statutory minimum for school district reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers a few days to a couple of weeks of payroll, or less than 20 days of total cash flow. Reserves and ending balances help districts in bad economic times and allows them in good times to plan ahead for large expenditures such as maintenance projects, heating and air conditioning, roof replacement, school bus replacement, technology and textbook purchases.

For the fiscal stability of our District Section 27 of SB 858 should be repealed. As the state's distribution of funds to schools has been overhauled and greater authority provided to local school boards through the subsidiarity component of the Local Control Funding Formula, this section runs in the opposite direction and weakens the financial position of school districts across the state, including Western Placer Unified School District. With the LCFF not yet fully implemented, many school districts are still funded below their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves.

Western Placer Unified School District currently maintains a reserve of approximately 11% at the 2014/15 Adopted Budget, including restricted and unrestricted programs. This reserve includes the Minimum Reserve for Economic Uncertainties (3%). Additionally the current reserves are maintained for purposes of Deferred Maintenance/HVAC/roofing needs (3%), potential reductions in future years LCFF GAP funding (3%), school site program carryover funds and district encumbrance commitments (2%). Included in the board item is a letter from California School Boards Association on behalf of all California school districts to the Governor regarding SB858.

RECOMMENDATION:

Staff recommends the Board of Trustees adopted Resolution 14-15.3 on the General Fund's local reserves cap that calls upon the Legislature and Governor to immediately repeal or substantially change the language contained in Sec 27 of SB 858 (attached).

WESTERN PLACER UNIFIED WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 14-15.3

Resolution on Local Reserves Cap

WHEREAS, School district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, School district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, The Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, Funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, School district reserve levels, as well as their fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, community funded schools (Basic Aid Districts) receive funds only twice a year and must rely on adequate reserves to manage cash flow for normal daily operations and for future purchases and unforeseen events; and

WHEREAS, the statutory minimum for school district reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, Prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the governing board of the Western Placer Unified School District currently maintains a reserve of approximately 11% at the 2014/15 Adopted Budget, including restricted and unrestricted programs. This reserve includes the Minimum Reserve for Economic Uncertainties (3%). Additionally the current reserves are maintained for purposes of Deferred Maintenance/HVAC/roofing needs (3%), potential reductions in future years LCFF GAP funding (3%), school site program carryover funds and district encumbrance commitments (2%).

WHEREAS, On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), the so-called education budget trailer bill; and

WHEREAS, SB 858, Sec. 27, requires 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; and

WHEREAS, Under SB 858 a deposit by the State of California of even $1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, It could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, The LCFF is not fully implemented, many school districts are still funded below their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves; now, therefore, be it

Resolved, That the Board of Education of the Western Placer Unified School District calls upon the Legislature and the Governor to repeal or substantially change the language contained in Sec. 27 of SB 858 (Chapter 32, Statutes of 2014) immediately.

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District this 5th day of August, 2014, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Kris Wyatt, President, Board of Trustees

ATTEST:

_____
Scott Leaman, Board of Trustees Secretary

csba
California School Boards Association

June 19, 2014

The Honorable Edmund G. Brown Jr.
Governor, State of California
State Capitol, First Floor
Sacramento, CA 95814

Dear Governor Brown:

I am writing this letter to respectfully request that when you act on SB 858, the education budget trailer bill, that absent an outright veto of the bill, you include a signing message asking the Legislature to develop a cleanup of the language that limits the amount of reserves that school districts can carry in the fiscal year following the state's contribution to the Proposition 98 reserve.

There are a number of reasons why that language is bad for school districts, but for you to consider, it also goes against your very own message of fiscal prudence and local control. The thought that the state's contribution to the Proposition 98 reserve of any amount, even $50-100 million, could result in school districts statewide spending down their reserves to the tune of billions of dollars runs completely counter to good budgeting, fiscal prudence, and the ability for locally elected boards of education to plan ahead for economic surprises and future expenses.

Capping reserves at the twice the state minimum would give districts about 2 weeks of payroll and 3 weeks of cash flow.

Legislative and Department of Finance staff have said that the provisions are years away from kicking in, or that there are exemptions allowed by county superintendents, but nothing in the bill covers the concerns of school board members. As stated above, even the smallest contribution by the state results in a reserve account sell off that may receive a temporary exemption.

An alert from the California Teachers Association to its members stated that district reserves on average equal about 30% of the size of their budgets. A 30% reserve is about four months of cash for a district. The alert also references some districts with reserves in the 100% and 200% range. Yet there is no mention of the circumstances surrounding reserves of that level. Here are some thoughts:

7.6.3

- District reserve levels as well as their fund balances are determined by local priorities. For example:
    - Small districts need extra resources set aside to weather any kind of urgent need. For example, if a roof or HVAC system fails and needs to be replaced, a small district needs to draw upon reserves to cover that sudden cost. Some are so small that if one family moves away the reduction in revenue is a recognizable hit to the budget.
    - Mid-year cuts were enacted and threatened to be enacted during the recession. Districts maneuvered through that storm through the use of their prudent reserves. Same with deferrals. At one point, one-third of district apportionments were deferred into the subsequent fiscal year. Add to that unfunded COLAs and actual funding cuts and districts were operating on 50 percent of what was called for in statute various times during the fiscal year.
    - While the economy is impossible to predict, most people do expect some kind of a dip between now and when LCFF is fully implemented. On top of that Prop 30 begins to expire in 2016-17. Districts survived the last downturn because of good cash flow management which included prudent reserves.
    - Small districts (and others too) have to plan ahead for major expenditures, such as textbooks, technology, and even school buses. Reserves as well as assigned and unassigned balances are used for those purposes. Forcing districts to expend these funds prematurely could jeopardize planned purchases and cause fiscal turmoil.
    - San Diego USD two years ago adopted a policy to move toward a reserve level of 8% to increase its cash position. Is 8% too much for a district of that size?
    - Basic Aid districts, some 10% of the districts in the state receive no LCFF funding. Most of those districts are not wealthy. But since they are funded primarily through local property taxes and no state LCFF funding, they receive their funds in only two installments each year. Those districts need prudent reserves to be able to pay their employees and buy basic services throughout the school year.

Districts take years to slowly build up reserves. SB 858 would wipe that away with even the slightest set aside at the state level.

Think about this: a small district with 250 students has an annual budget of say $2,500,000 with a reserve of 30%, or $750,000. If the state's Proposition 98 reserve account is fully funded at $5 billion and all of that money is allocated on a per-ADA basis, that district would get $833 per ADA, or about $208,000. They would have been forced to spend down reserves of $750,000 while the state might someday send them $208,000.

For these reasons, we think more time has to be given to coming up with language that works for local communities. The state alone cannot make up for the planning that must take place locally and for the thousands of reasons governing boards set aside what they do.

Please consider calling upon the Legislature to fix the trailer bill language that caps school districts reserves before it closes out the 2013-14 legislative session in August. We would welcome honest participation in that process.

Sincerely,

Dennis Meyers
Assistant Executive Director, Governmental Relations

cc: Nancy McFadden, Executive Secretary, Governor's Office
Cathy McBride, Deputy Legislative Secretary, Governor's Office
Karen Stapf Walters, Executive Director, State Board of Education

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Approve Resolution #14-15.4
Authorized Signatories for WPUSD

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
August 5, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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, contracts, 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.

RECOMMENDATION:

Staff recommends the Board of Trustees adopted Resolution 14-15.4 to approve listed employees as authorized agents of the district and authorized signatories for the Western Placer Unified School District.

WESTERN PLACER UNIFIED WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 14-15.4

Resolution Authorizing Signatories

Whereas, the persons who are listed below are employed by Western Placer Unified School District, and

NAME	TITLE	SIGNATURE
Scott Leaman	Superintendent	
Audrey Kilpatrick	Assistant Superintendent, Business Services	
Kerry Callahan	Assistant Superintendent, Educational Services	
Ryan Davis	Assistant Superintendent, Personnel	
Carrie Carlson	Director - Business	

Whereas, the above listed employees will be acting as agents for the District in matters relating to the conduct of business, and

Whereas, signatures will be required on various documents, contracts, purchase orders, Federal and State Grants, accounts payable, payroll, and revolving fund warrants,

Whereas, from this date forward, only those named in this resolution will be authorized signatories for the Western Placer Unified School District,

Be it therefore resolved that above listed employees are approved as authorized signatories for the Western Placer Unified School District,

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District this 5th day of August, 2014, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____

Kris Wyatt, President, Board of Trustees

ATTEST:

_____

Scott Leaman, Board of Trustees Secretary

7.7.1