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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

	STUDENT ENROLLMENT		
School	**2013-14 CALPADS**	**10/1/2014**	**11/4/2014**
Sheridan Elementary (K-5)	86	79	81
First Street Elementary (K-5)	492	467	460
Carlin C. Coppin Elementary (K-5)	402	396	394
Creekside Oaks Elementary (K-5)	635	615	613
Twelve Bridges Elementary (K-5)	682	644	638
Foskett Ranch Elementary (K-5)	529	467	475
Lincoln Crossing Elementary (K-5)	701	666	663
Glen Edwards Middle School (6-8)	732	801	793
Twelve Bridges Middle School (6-8)	824	805	805
Lincoln High School (9-12)	1,610	1,644	1,622
Phoenix High School (10-12)	62	74	73
TOTAL	**6755**	**6,658**	**6,617**

Fee Based Programs
Twelve B.E. 21 A.M.
First Street 12 A.M./10 P.M.

Parent Education 119

State Preschool
First & L Street 24 A.M. /24 P.M.
Carlin Coppin 24 A.M.
Sheridan 10 A.M.

Pre-K/Special Ed
Foskett 14
First Street 8
FSS PPPIP 41

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
December 2, 2014, 7:00 P.M.
LINCOLN HIGH SCHOOL – LIBRARY
790 J Street, Lincoln, CA 95648

AGENDA

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

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

6:00 P.M. START

1. **CALL TO ORDER** – Lincoln High School - Library

6:05 P.M.

2. **CLOSED SESSION** – Lincoln High School – Office 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 Employment/Discipline/Dismissal/Release

   2.3 CONFERENCE WITH REAL PROPERTY NEGOTIATOR
   Property Designated as School Site within Village 1 in City of Lincoln General Plan

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

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 CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property Designated as School Site within Village 1 in City of Lincoln General Plan

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

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:
- November 18, 2014 Regular Board of Trustee Meeting

4.2 Approval of Warrants
4.3 Classified Personnel Report
4.4 Williams Uniform Quarterly Complaint Report.
4.5 Ratification of Contract with Browner Mechanical – HVAC Services – Creekside Oaks Elementary School
4.6 Ratification of Contract with Health-e Meal Planner – Western Placer Unified School District.
4.7 Ratification of Contract with Crusader Fence Co. for Fencing Repair Services at Glen Edwards Middle School.
4.8 Ratification of Professional Services Authorization with LPA, Inc. for Site Plan Assistance at Lincoln High School Farm.
4.9 Ratification of Professional Services Authorization with LPA, Inc. for Lincoln High School Farm.
4.10 Ratification of Contract – WAVE Business Solutions Point to Point Transport – .Western Placer Unified School District
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 Action **ACCEPTANCE OF BID FROM HOMETOWN CONSTRUCTION FOR THE DISTRICT OFFICE DATA ROOM HVAC PROJECT– Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

•To relieve the ongoing issue of inadequate cooling within the Data (or Server) Room at the District Office on the 4th Floor of city Hall Building, we have solicited bids for the improvement work that is outlined in plans and specification by Rainforth Grau Architects.

7.2 Information/ Discussion **ELEMENTARY EDUCATIONAL SPECIFICATION UPDATE– Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

•The District has committed to renewing our vastly outdated Educational Specifications for all grade levels, but beginning with Elementary. In addition to this being an intrugual part of planning out any future sites, or modernizations to current sites, it also is a requirement for submission to California Department of Education Prior to approval of any changes to school sites or construction of new school sites.

7.3 Action **APPROVE RESOLUTION #14/15.12 – WPUSD – INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT INDEBTEDNESS– Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

•Resolution No. 14/15.12is adopted solely for the purposes of establishing compliance with the requirements of section 1.150-2 of the Treasury Regulations as amended. The Board expects the District will pay certain project costs prior to the issuance of tax-exempt indebtedness for the project. With this resolution the Board declares the District's official intent is to use proceeds of tax-exempt indebtedness to reimburse the District for certain project costs, in such amounts and at such times as may be necessary or convenient, and as allowed by applicable law.

Roll call vote:

7.4 Information/ Discussion **MEASURE A BOND UPDATE – TIMELINE OF ELECTION RESULTS CERTIFICATION AND GENERAL OBLIGATION BOND CITIZENS' BOND OVERSIGHT COMMITTEE APPOINTMENT– Leaman/Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

•With the successful passage of the Measure A General Obligation Bond, the District must undertake actions relating to the issuance and sale of bonds authorized by Measure A. Staff will present an overview of the necessary actions and timelines related to the bond to include certain resolutions, certifications and establishment of a Citizen's Bond Oversight Committee.

7.5 Action **ADOPTION OF REVISED/NEW POLICIES, REGULATIONS AND EXHIBITS – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

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

- BP/AR 0450 – Comprehensive Safety Plan
- BP/AR 3350.1 - Guidelines for use of Bank Credit Cards
- BP/AR 3511.1 - Integrated Waste Management
- AR 3516.3 – Earthquake Emergency Procedure System

8. BOARD OF TRUSTEES

8.1 FUTURE AGENDA ITEMS

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

- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update
- Foreign Exchange Students Criteria
- Community Information Breakfast (*Springtime*)

8.2 BOARD MEMBER REPORTS/COMMENTS

9. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**December 16, 2014 7:00 P.M.**, Regular Meeting of the Board of Trustee – Lincoln High School – Performing Arts Theater

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: 112514

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DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **Lincoln High School – Office Conference Room**
Date: **Tuesday, December 2, 2014**
Time: **6:05 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. CONFERENCE WITH LABOR NEGOTIATOR

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

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

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

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

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

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

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

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

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

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

6. **LIABILITY CLAIMS**

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

b. Agency claims against.

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

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

8. **PERSONNEL:**

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

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

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

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

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

9. **CONFERENCE WITH LABOR NEGOTIATOR**

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

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

c. Identify by name the agency's negotiator

10. **STUDENTS:**

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

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

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

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
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:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

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:
December 2, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent
Audrey Kilpatrick, Asst. Superintendent
Of Business and Operations

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard to Property designated as School Site within Village 1 in City of Lincoln General Plan.

- *Agency Negotiator: Megan Macy, Lozano Smith*
- *Negotiating parties: Elizabeth Layn & Jeanette Duff(sellers) and Western Placer Unified School District*

RECOMMENDATION:

Administration recommends the Board of Trustee disclose action taken in closed session in regard to Real Property.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

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:
- November 18, 2014 Regular Board of Trustee Meeting

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- November 18, 2014 Regular Board of Trustee Meeting

RECOMMENDATION:

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

wp/rk/factform

4.1

Western Placer Unified School District
Regular Meeting of the Board of Trustees
November 18, 2014, 7:00 P.M.
Foskett Ranch Elementary School – Multi-Purpose Room
1561 Joiner Parkway, Lincoln, CA 95648

MINUTES

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

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

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

Others Present:
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Ryan Davis, Assistant Superintendent of Personnel Services
Kerry Callahan, Assistant Superintendent of Educational Services
Kelly Castillo, Principal
Rosemary Knutson, Secretary to the Superintendent

6:30 P.M. START

1. **CALL TO ORDER** – Foskett Ranch Elementary School – Multi Purpose Room

6:35 P.M.

2. **CLOSED SESSION** – Foskett Ranch Elementary School – Office 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 Employment/Discipline/Dismissal/Release

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**–Foskett Ranch Elementary School, Multi-Purpose Room
   The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

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

No action was taken

3.2 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

No action was taken

4. SPECIAL ORDER OF BUSINESS
School Being Featured: Foskett Ranch Elementary School
Mr. Leaman introduced Kelly Castillo, Principal. Mrs. Castillo welcomed everyone. Certificates were handed out to recognize students. Mrs. Castillo introduced Carol Anderson, teacher in charge of the leadership team. She shared the overwhelming response from students wanting to serve on the Student Leadership Team. In fact she was able to create two leadership teams. Students from the Student leadership team shared their roles and experiences as student leaders, along with different events their teams are involved in. Ms. Anderson asked members of the board to participate in a skit with the students.

5. CONSENT AGENDA
5.1 Approval of Meeting Minutes for:
- October 7 & October 21, 2014 Regular Board of Trustee Meeting

5.2 Approval of Warrants
5.3 Classified Personnel Report
5.4 Student Discipline Stipulated Expulsion Students # 14/15 – C, D, E, & F.
5.5 Overnight Field Trips
5.6 Ratification of Contract with Total Educational Systems Support (TESS) for Administrator Training.
5.7 Ratification of Contract with Amador Stage Lines – Transportation Services – High School and Middle Schools Band for March 29, 2015.
5.8 Ratification of Contract with Starstruck Showcase – Carlin C. Coppin Elementary Enrichment Program.
5.9 Ratification of Contract with Rainforth Grau Architects for Professional Services related to District Office Data Room HVAC Replacement.
5.10 Library Advisory Committee

Mr. Armitage requested to pull item 5.4 from consent agenda. Motion by Mr. Carras, 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 presented with the exception of item 5.4.

Mr. Armitage requested clarification on expunging student records for student 14/15.F. After some discussion the board took action to approve each Student Discipline Stipulated Expulsion individually:

~Student # 14/15.C – Motion by Mr. Long, seconded by Mr. Haley, and passed by a 5-0 (**Ayes**: *Long, Armitage, Carras, Haley, Wyatt,* **No:** *None*) roll call vote to approve the stipulated expulsion as presented.
~Student #14/15.D – Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) roll call vote to approve the stipulated expulsion as presented.
~Student #14/15.E – Motion by Mr. Armitage, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Carras, Haley, Long, Armitage, Wyatt,* **No:** *None*) roll call vote to approve the stipulated expulsion as presented.
~Student #14/15.F – Motion by Mr. Haley, seconded by Mr. Carras, and passed by a 3-2 (**Ayes**: *Carras, Haley, Wyatt,* **No:** *Long, Armitage*) roll call vote to approve the stipulated expulsion as presented.

6. COMMUNICATION FROM THE PUBLIC

Matisse Ross/Abby Warner students from the Lincoln Crossing leadership team, along student Savanna Avila with the Leadership Team from LHS. They shared that students from LHS went over to Lincoln Crossing to observe and communicate with the leadership group and shared ideas. Lincoln Crossing is currently working on "operation shoebox", along with other programs such as anti-bulling. For pink day, $2,312.00 was raised for the Susan G. Komen, Cancer Awareness.

7. REPORTS & COMMUNICATION

7.1 Lincoln High School Student Advisory – Jillian Loya – not present
7.2 Western Placer Teacher's Association – Tara McCroskey – no report
7.3 Western Placer Classified Employee Association – Mike Kimbrough – not present
7.4 Superintendent - Scott Leaman

- Had a shelter in place today at TBMS, and TBE for about one hour. The LPD was in pursuit of a Parolee. The district stayed in contact with the Police Dept. He was caught and arrested.
- TBE also had a mountain lion sighting last week.
- District Office hours for the Thanksgiving break hours 10:30 to 2:00 p.m., board packets can be picked up on Tuesday.
- January 6th meeting will be cancelled.
- Meet with financial advisor, in January during the 2nd meeting, there will be an opportunity to refinance to pay off COP's
- Kris Wyatt received the Trustee of the Year award at the trustee dinner last night.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Action **<u>2014-15 SINGLE PLANS FOR STUDENT ACHIEVEMENT</u>– Callahan** *(14-15 G & O Component I, II, III, IV, V)*

•Pursuant to California Education Code (EC) Section 64001 and the federal Elementary and Secondary Education Act (ESEA) schools that receive state and federal funds through the Consolidated Application and Reporting System (CARS) and ESEA Program Improvement funds consolidate all school plans into the Single Plan for Student Achievement (SPSA).

Kerry Callahan presented Student Achievement plans for approval. 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 2014-15 Single Plans for Student Achievement.

8.2 Discussion/ Action **CONSIDER APPROVING NEW JOB DESCRIPTION FOR MIDDLE SCHOOL AGRICULTURE AND ENVIRONMENTAL SCIENCE TEACHER AS PART OF THE CCPT GRANT– Davis** *(14-15 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 by both the District and WPTA there exists a need to approve a new job description for the "Middle School Agriculture & Environmental Science Teacher" position which is necessary to meet the very specific needs of implementing the California Career Pathways Trust (CCPT) Grant. The District administration worked with WPTA and the CCPT Committee to bring forward the enclosed job description.

Ryan Davis presented a new job description for Agriculture and Environmental Science Teacher, as part of the CCPT Grant. This position will be shared between both middle schools. 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 new job description for Middle School Agriculture and Environmental Science Teacher.

8.3 Action ~~**ACCEPTANCE OF BID FROM HOMETOWN CONSTRUCTION FOR THE DISTRICT OFFICE DATA ROOM HVAC PROJECT– Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*~~

- ~~To relieve the ongoing issue of inadequate cooling within the Data (or Server) Room at the District Office on the 4th Floor of city Hall Building, we have solicited bids for the improvement work that is outlined in plans and specification by Rainforth Grau Architects.~~

Pulled from board agenda, will be brought back at December 2nd meeting.

8.4 Information/ Discussion ~~**ELEMENTARY EDUCATIONAL SPECIFICATION UPDATE Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*~~

- ~~The District has committed to renewing our vastly outdated Educational Specifications for all grade levels, but beginning with Elementary. In addition to this being an intrugual part of planning out any future sites, or modernizations to current sites, it also is a requirement for submission to California Department of Education Prior to approval of any changes to school sites or construction of new school sites.~~

Pulled from board agenda, will be brought back at December 2nd meeting.

8.5 Action **UPDATE MASTER ARCHITECTURAL SERVICES AGREEMENT WITH LPA, INC. – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

- WPUSD currently has a "Master" Services Agreement with LPA, Inc., which was signed in 2008. We have continued to utilize that Agreement to add Project

Service Agreements under it. However, with new regulations and legal requirement, an updated agreement was long overdue.

Audrey Kilpatrick presented the Master Services Agreement with LPA, Inc. to include updates with new regulations. Ann Collins with Lozano Smith was present for any clarification needed. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve the updates to the Master Architectural Services Agreement with LPA, Inc.

8.6 Action **APPROVAL OF LEASE-LEASE BACK AGREEMENT WITH LANDMARK CONSTRUCTION FOR OLD DISTRICT OFFICE ADA MODIFICATIONS FOR DIVISION OF STATE ARCHITECT CLOSEOUT – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

- In the continuing process to certify previously non-closed out Division of State Architect construction projects, we are engaging in work at the Old District Office location to bring the ADA (American with Disabilities Act) features to the level in which they were called out for on the original construction plans.

Audrey Kilpatrick presented the Lease-Lease Back Agreement with Landmark Construction for approval. All change orders, if any will come before the board for approval. 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 Lease-Lease Back Agreement with Landmark Construction for ADA modifications needed.

8.7 Action **APPROVE RESOLUTION #14/15.10 – WPUSD RELATING TO THE SECURITIES AND EXCHANGE COMMISSION MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

- The Resolution 14/15.10, with board approval, resolves that the District has issued certain municipal securities in order to construct and improve various school facilities in the District. In connection with the issuance of such securities, the District has entered into a continuing disclosure agreement pursuant to Rule 15c2-12of the Securities and Exchange Commission (SEC).

Audrey Kilpatrick presented Resolution No. 14/15.10 for approval. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:** *None*) roll call vote to approve Resolution No. 14/15.10 relating to Securities and Exchange Commission Municipalities continuing disclosure cooperation initiative.

8.8 Action **APPROVE RESOLUTION #14/15.11 – WPUSD APPROVING DISCLOSURE PROCEDURES FOR THE PUBLIC DEBT ISSUANCES AND RELATED CONTINUING DISCLOSURE OBLIGATIONS – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

- The Resolution 14/15.11, with board approval, resolves that the District to:

(a) ensure that Initial Disclosure Documents do not contain any material misstatements or omit to state information material to prospective investors in connection with their decision to purchase obligations of the District
(b) ensure that Continuing Disclosure Documents filed with EMMA by the District are timely filed, are accurate and are otherwise in accordance with continuing disclosure obligations of the District
(c) ensure that material event notices and any other filings with EMMA in connection with debt obligations of the District are accurate and comply with all applicable federal and state securities laws, and
(d) promote best practices regarding the preparation of Initial Disclosure Documents and Continuing Disclosure Documents, the Board of Trustees hereby adopts disclosure procedures for public debt issuances in the form attached hereto as Exhibit A.

Audrey Kilpatrick presented Resolution No. 14/15.11. Motion by Mr. Haley, seconded by M. Long, and passed by a 5-0 (**Ayes**: *Long, Armitage, Carras, Haley, Wyatt,* **No:** *None*) roll call vote to approve Resolution No. 14/15.11 approving disclosure procedures for the public debt issuances and related continuing disclosure obligations.

8.9 Action **ADOPTION OF REVISED/NEW POLICIES, REGULATIONS AND EXHIBITS – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

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

- AR 3543 – Transportation Safety and Emergencies
- BP/AR 4115 – Evaluation/Supervision
- AR 4117.11/4317.11 – Preretirement Part-Time Employment
- AR 4161.11/4261.11/436.11 – Industrial Accident/Illness Leave
- AR 4161.2/4261.2/4361.2 – Personal Leaves
- BP 4315 – Evaluation/Supervision
- BP/AR 5141.6 – School Health Services
- AR 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities)
- AR 6159 – Individualized Education Program
- BP 6159.1 – Procedural Safeguards and Complaints for Special Education
- BP/AR 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education
- BP/AR 7214 – General Obligation Bonds

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

8.10 Action **ESTABLISH ANNUAL ORGANIZATIONAL MEETING – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

•Education Education Code 35143 and 5017 require the scheduling of an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action on the scheduling of the annual organizational meeting, and submit to PCOE.

Motion by Mr. Carras, seconded by Mr. Armitage, and passed by 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to establish annual organizational meeting be held on Tuesday, December 16, 2014.

4.1.6

8.11 Information/ Discussion **MEASURE A UPDATE – Leaman** *(14-15 G & O Component I, II, III, IV, V)*
- An update on Measure A will be presented to the Board.

Mr. Leaman updated the board that there are still 3,400 ballots that need to be counted, and we need 1,250 positive ballots in order for Measure A to pass. We will have more information at the December 2nd board meeting. The process for the oversight committee, requirements will need to be established, along with a selection process. This process will be done through Lozano Smith, with a timeline of 60 days after they certify the election. According to Lozano Smith, the process will be to have the board will make the committee selection.

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
- Foreign Exchange Students Criteria
- Community Information Breakfast (*Springtime*)

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley shared the dinner last night was great, good reports, so glad to see Kris receive the award.

Paul Long said 100% ditto on Brian's comments about Kris, and her award was very well deserved, and enjoyed sitting with Kris and her husband, and dinner was great.

Mr. Armitage also congratulated Kris, it was very well deserved. Also will be going to Disneyland

Mr. Carras shared everything that was said by the other board members, and all that was said last night was very true, and thanked Kris for all she does.

Kris Wyatt shared last night was very nice, and she received a nice clock. Sat in on the WASCO leadership meeting, it was an interesting process. Kiwanis gave away a bike today at FRE, to Richey Flores.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **December 2, 2014** 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln High School - Library
- **December 16, 2014** 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln High School

11. ADJOURNMENT

There being no further business the meeting was adjourned at 8:17 p.m.

4.1.7

Kris Wyatt, President

Damian Armitage, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
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:
December 2, 2014

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the November 18, 2014 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 06/06/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85376322	06/06/2014	Lauren M. Quinn	01-4300	115.38	
			01-5200	196.00	311.38
85376323	06/06/2014	ED JONES FOOD SERVICE	13-4710		2,546.19
85376324	06/06/2014	PIZZA GUYS	13-4710		1,135.52
85376325	06/06/2014	PROPACIFIC FRESH	13-4710		1,111.18
85376326	06/06/2014	RAY MORGAN CO. / CHICO	01-5600		161.25
85376327	06/06/2014	SARA LEE	13-4710		192.85
85376328	06/06/2014	SCHOOL SPECIALTY INC	01-4300		710.34
85376329	06/06/2014	STEMFINITY LLC	01-4300		2,326.03
85376330	06/06/2014	SYSCO SACRAMENTO	13-4710		380.23
85376331	06/06/2014	VENDMART OF SACRAMENTO	13-4710		210.98
85376332	06/06/2014	WESTERN BLUE AN NWN COMPANY	01-4300		370.88
85376333	06/06/2014	ALBERT & ANNABELLA FLORES	11-9650		30.00
85376334	06/06/2014	CROWN DISTRIBUTING INC.	13-4380		531.23
85376335	06/06/2014	Elizabeth A. Oneto	01-4300		52.33
85376336	06/06/2014	Rachel A. Scontriano	01-5200		73.92
85376337	06/06/2014	Eli M. Turner	01-5200		147.28
85376338	06/06/2014	247SECURITY INC.	01-5800		140.00
85376339	06/06/2014	A-Z BUS SALES INC	01-4365		1,129.28
85376340	06/06/2014	APPLE INC.	01-4400		646.93
85376341	06/06/2014	BARNES & NOBLE BOOKSTORES	01-4300		137.51
85376342	06/06/2014	BUS WEST - FRESNO	01-4365		1,758.54
85376343	06/06/2014	CAPITOL CLUTCH AND BRAKE INC	01-4365		63.06
85376344	06/06/2014	CITY OF LINCOLN/NON UTILITY	40-5600		5,042.61
85376345	06/06/2014	GRAINGER .	01-4300		281.02
85376346	06/06/2014	HCI AUDIOMETRICS	01-4300		72.67
85376347	06/06/2014	HUMBOLDT CO. OFFICE OF ED.	01-5800		300.00
85376348	06/06/2014	MATT LINCIR, DBA - ALVAS LLC	01-4400		4,084.02
85376349	06/06/2014	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		1,159.42
85376350	06/06/2014	MCGRAW-HILL	01-4400		924.89
85376351	06/06/2014	OFFICE DEPOT	01-4300		87.02
85376352	06/06/2014	PAESSLER AG	01-4300		573.75
85376353	06/06/2014	PEARSON - PSYCHOLOGICAL CORP.	01-4300		106.75
85376354	06/06/2014	PLACER COUNTY SELPA	01-5200		150.00
85376355	06/06/2014	PLATT ELECTRIC SUPPLY, INC.	01-4300		276.41
85376356	06/06/2014	RISO PRODUCTS OF SAC INC	01-5600		425.00
85376357	06/06/2014	SAC VAL JANITORIAL SALES	01-4300		2,118.40
85376358	06/06/2014	SANTA CLARA CO OFFICE OF ED.	01-5200		450.00
85376359	06/06/2014	SIERRA OFFICE SUPPLIES &	01-4300		106.17
85376360	06/06/2014	SIG EMPLOYEE BENEFITS TRUST	76-9554		585,761.74
85376361	06/06/2014	SUPER DUPER SCHOOL COMPANY	01-4300	376.25	
			Unpaid Sales Tax	26.25-	350.00
85376362	06/06/2014	THE LATINO FAMILY	01-4300		1,632.50
85376363	06/06/2014	TROXELL COMMUNICATIONS	01-4400		172.33
85376364	06/06/2014	WESTERN BLUE AN NWN COMPANY	01-4300	824.96	
			01-5800	4,910.00	5,734.96

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.

ESCAPE ONLINE

Checks Dated 06/06/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85376365	06/06/2014	WILSON WAY TIRE CO. INC.	01-4360		1,432.94
85376366	06/06/2014	Jennifer A. Chandler	01-5200		75.10
85376367	06/06/2014	David L. Hill	01-4300		1,399.98
85376368	06/06/2014	Melissa B. Willes	01-4300		31.81
85376369	06/06/2014	4IMPRINT	01-4300	251.55	
			Unpaid Sales Tax	17.55-	234.00
85376370	06/06/2014	ACADEMIC PLANNERS PLUS	01-4300		2,632.31
85376371	06/06/2014	ALL METALS SUPPLY INC	01-4300		186.10
85376372	06/06/2014	APPLE INC.	01-4400		1,276.85
85376373	06/06/2014	BALFOUR	01-4300		740.44
85376374	06/06/2014	BANK OF AMERICA #2696	01-4200	1.99	
			01-4300	1,601.66	
			01-5200	2,165.75	
			01-5460	250.00	4,019.40
85376375	06/06/2014	BEST BUY FOR BUSINESS	01-4300		183.29
85376376	06/06/2014	CALTRONICS BUSINESS SYSTEMS	01-5600		209.44
85376377	06/06/2014	CELEBRATIONS	01-5600		207.91
85376378	06/06/2014	DE LAGE LANDEN	01-5600		132.23
85376379	06/06/2014	DEMCO MEDIA	01-4300		345.60
85376380	06/06/2014	DISCOVERY OFFICE SYSTEMS	01-4300		866.50
85376381	06/06/2014	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		2,647.14
85376382	06/06/2014	GOPHER SPORT	01-4300		943.64
85376383	06/06/2014	HANDWRITING WITHOUT TEARS	01-4200		1,686.53
85376384	06/06/2014	LAKESHORE LEARNING MATERIALS	01-4300		389.63
85376385	06/06/2014	NASCO MODESTO	01-4300		246.91
85376386	06/06/2014	NORTH STATE SCREENPRINT & ATHLETIC	01-4300		316.06
85376387	06/06/2014	OFFICE DEPOT	01-4300		442.46
85376388	06/06/2014	ORIENTAL TRADING COMPANY INC	01-4300	54.20	
			Unpaid Sales Tax	3.09-	51.11
85376389	06/06/2014	POSITIVE PROMOTIONS	01-4300	300.02	
			Unpaid Sales Tax	19.07-	280.95
85376390	06/06/2014	PURCHASE POWER	01-4300		5.83
85376391	06/06/2014	REALLY GOOD STUFF	01-4300	354.85	
			Unpaid Sales Tax	25.96-	328.89
85376392	06/06/2014	RISO PRODUCTS OF SAC INC	01-4300		565.85
85376393	06/06/2014	SAFEWAY INC	01-4300		12.93
85376394	06/06/2014	SAX ARTS & CRAFTS	01-4300		35.63
85376395	06/06/2014	STAPLES ADVANTAGE	01-4300		7,532.53
85376396	06/06/2014	TARGET BANK	01-4300		66.06
85376397	06/06/2014	US BANK BUSINESS EQUIPMENT	01-5600		492.00
85376398	06/06/2014	WARD'S NATURAL SCIENCE	01-4300	32.49	
			Unpaid Sales Tax	2.27-	30.22
85376399	06/06/2014	WESTERN BLUE AN NWN COMPANY	01-4300	2,281.35	
			01-4400	959.75	3,241.10
85376400	06/06/2014	WOODWIND & BRASSWIND	01-4300		282.94
85376401	06/06/2014	Alison Enriquez	01-5800		500.00
85376402	06/06/2014	PACIFIC GAS & ELECTRIC CO	01-5510		8,285.78

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.

ESCAPE ONLINE

Checks Dated 06/06/2014

Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85376403	06/06/2014	RECOLOGY PLACER DISPOSAL	FMRLY AUBURN	01-5540		334.13
85376404	06/06/2014	WAVE DIVISION HOLDINGS		01-5560		7,523.38
			Total Number of Checks		**83**	**674,192.17**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	73	77,343.83
11	Adult Education Fund	1	30.00
13	Cafeteria Fund	7	6,108.18
40	Spec Res For Capital Outlay	1	5,042.61
76	Payroll Fund	1	585,761.74
	Total Number of Checks	**83**	674,286.36
	Less Unpaid Sales Tax Liability		94.19-
	Net (Check Amount)		**674,192.17**

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

Checks Dated 05/30/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85375234	05/30/2014	PACIFIC GAS & ELECTRIC CO	01-5510		9,160.24
85375235	05/30/2014	APPROVED SAFE & LOCK	01-4300		100.07
85375236	05/30/2014	BANK OF AMERICA #0187	01-4300	377.25	
			01-5200	141.35	
			01-5800	200.00	718.60
85375237	05/30/2014	DAWSON OIL COMPANY	01-4345	7,031.52	
			01-4350	14,711.56	21,743.08
85375238	05/30/2014	DISCOVERY OFFICE SYSTEMS	01-5600		417.18
85375239	05/30/2014	GRAINGER .	01-4300		1,785.22
85375240	05/30/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		14.14
85375241	05/30/2014	LEARNING SOLUTIONS INC	01-5800		2,857.60
85375242	05/30/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,321.00
85375243	05/30/2014	NORMAC	01-4300		22.96
85375244	05/30/2014	ODYSSEYWARE	01-5800		9,000.00
85375245	05/30/2014	PJ'S MAIL & PARCEL SERVICE	01-5800		17.07
85375246	05/30/2014	PLACER COUNTY SELPA	01-5200		965.00
85375247	05/30/2014	SAC VAL JANITORIAL SALES	01-4300		225.19
85375248	05/30/2014	SCHOOL NURSE SUPPLY INC.	01-4300		2,344.84
85375249	05/30/2014	TOTAL EDUCATION SOLUTIONS	01-5800		3,421.25
85375250	05/30/2014	"DANIELSEN COMPANY, THE"	13-4380	250.54	
			13-4710	4,283.21	
			Unpaid Sales Tax	3.87-	4,529.88
85375251	05/30/2014	CROWN DISTRIBUTING INC.	13-4380		805.48
85375252	05/30/2014	ED JONES FOOD SERVICE	13-4710		4,219.50
85375253	05/30/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		128.40
85375254	05/30/2014	LOWE'S	01-4300		13.89
85375255	05/30/2014	PIZZA GUYS	13-4710		824.84
85375256	05/30/2014	PROPACIFIC FRESH	13-4710		809.51
85375257	05/30/2014	SAFEWAY INC	01-4300		374.79
85375258	05/30/2014	SARA LEE	13-4710		794.21
85375259	05/30/2014	SYSCO SACRAMENTO	13-4380	212.43	
			13-4710	593.59	806.02
85375260	05/30/2014	JOO SHIN	13-4710		111.50
85375261	05/30/2014	Karen A. Roberts	01-4300		324.68
85375262	05/30/2014	B&H PHOTO VIDEO	01-4300	687.97	
			01-4400	597.05	
			Unpaid Sales Tax	89.66-	1,195.36
85375263	05/30/2014	COOKS PORTABLE TOILETS	01-5600		286.00
85375264	05/30/2014	DE LAGE LANDEN	01-5600		320.35
85375265	05/30/2014	DEMCO MEDIA	01-4300		94.34
85375266	05/30/2014	DISCOVERY OFFICE SYSTEMS	01-4300	60.41	
			01-5600	612.30	672.71
85375267	05/30/2014	J.W. PEPPER & SON INC	01-4300		99.22
85375268	05/30/2014	JONES SCHOOL SUPPLY CO INC	01-4300	385.12	
			Unpaid Sales Tax	25.68-	359.44
85375269	05/30/2014	JOSTENS	01-4300		459.00

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.

4.2.4

Checks Dated 05/30/2014

Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85375270	05/30/2014	MJB WELDING SUPPLY, INC.		01-4300		801.20
85375271	05/30/2014	NASCO MODESTO		01-4300		135.54
85375272	05/30/2014	OFFICE DEPOT		01-4300		241.67
85375273	05/30/2014	PITNEY BOWES CREDIT CORP #16271873867	ACCOUNT	01-5600		237.12
85375274	05/30/2014	REALLY GOOD STUFF		01-4300	12.88	
				Unpaid Sales Tax	.90-	11.98
85375275	05/30/2014	SCHOLASTIC BOOK FAIRS - 13		01-4300		1,422.84
85375276	05/30/2014	STAPLES ADVANTAGE		01-4300		5,762.81
85375277	05/30/2014	TEACHER DIRECT		01-4300	199.03	
				Unpaid Sales Tax	13.89-	185.14
85375278	05/30/2014	TROXELL COMMUNICATIONS		01-4400		906.23
85375279	05/30/2014	VALERIE K. ERB		01-5800		1,359.00
85375280	05/30/2014	WOODWIND & BRASSWIND		01-4300		1,867.93
85375281	05/30/2014	CLEO SANCHEZ		01-5800		500.00
85375282	05/30/2014	KATHRYN MERCIER		01-5800		200.00
85375283	05/30/2014	LOREENA SIMS		01-5800		250.00
			Total Number of Checks		**50**	**86,224.02**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	41	73,324.81
13	Cafeteria Fund	9	13,033.21
	Total Number of Checks	**50**	86,358.02
	Less Unpaid Sales Tax Liability		134.00-
	Net (Check Amount)		**86,224.02**

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.

4.25

Checks Dated 11/14/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85402156	11/14/2014	Pamela Getz	01-4300		23.94
85402157	11/14/2014	Colleen F. Gonzales	01-4300		150.87
85402158	11/14/2014	Charles L. Langston	01-5800		52.00
85402159	11/14/2014	Scott E. Pickett	01-4300		173.45
85402160	11/14/2014	Lydia M. Ranger	01-5200		10.76
85402161	11/14/2014	Karen A. Roberts	01-4300		38.94
85402162	11/14/2014	Nicole M. Silva	01-4300		25.00
85402163	11/14/2014	ATHLETICS UNLIMITED	01-4300		716.80
85402164	11/14/2014	BURKETT'S OFFICE	01-4300		6,300.33
85402165	11/14/2014	CDW GOVERNMENT INC	01-4300		206.39
85402166	11/14/2014	CITY OF ROSEVILLE DBA: MAIDU INTERPRETIVE CENTER	01-5800		805.00
85402167	11/14/2014	DISCOVERY OFFICE SYSTEMS	01-5600		783.99
85402168	11/14/2014	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		184.14
85402169	11/14/2014	FULL COMPASS SYSTEMS	01-4300	164.59	
			Unpaid Sales Tax	11.49-	153.10
85402170	11/14/2014	JENNIFER FINNEY-ELLISON EDUCATIONAL CONSULTING	01-5200		5,000.00
85402171	11/14/2014	JONES SCHOOL SUPPLY CO INC	01-4300	23.30	
			Unpaid Sales Tax	1.30-	22.00
85402172	11/14/2014	JUPITER ED, INC.	01-5800		3,200.00
85402173	11/14/2014	LAKESHORE LEARNING MATERIALS	01-4300		414.23
85402174	11/14/2014	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		2,000.03
85402175	11/14/2014	NASCO MODESTO	01-4300		499.77
85402176	11/14/2014	OFFICE DEPOT	01-4300		126.62
85402177	11/14/2014	ORIENTAL TRADING COMPANY INC	01-4300	78.11	
			Unpaid Sales Tax	4.62-	73.49
85402178	11/14/2014	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85402179	11/14/2014	RIEBES AUTO PARTS	01-4300		317.44
85402180	11/14/2014	RISO PRODUCTS OF SAC INC	01-4300		315.48
85402181	11/14/2014	SACRAMENTO CO OFFICE OF ED.	01-5200		90.00
85402182	11/14/2014	SCHOOL SPECIALTY INC	01-4300		169.55
85402183	11/14/2014	SIERRA HAY & FEED	01-4300		62.30
85402184	11/14/2014	TEACHERS PAY TEACHERS	01-4300		63.00
85402185	11/14/2014	TROXELL COMMUNICATIONS	01-4300		483.75
85402186	11/14/2014	U.C. REGENTS DBA: AREA 3 WRITING PROJECT -	01-5200		175.00
85402187	11/14/2014	U.S. BANK NATIONAL ASSOCIATIONU.S. BANCORP PURCHASING CARD	01-4300	115.80	
			01-5200	592.74	
			13-5200	480.00	
			21-5600	247.93	
			25-5200	37.50	1,473.97
85402188	11/14/2014	Rosie A. Kirkland	01-5200		63.28
85402189	11/14/2014	S & S WORLDWIDE	01-4300		1,305.98

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Checks Dated 11/14/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
		Total Number of Checks	34		25,615.60

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	34	24,867.58
13	Cafeteria Fund	1	480.00
21	Building Fund #1	1	247.93
25	Capital Facilities Fund	1	37.50
	Total Number of Checks	34	25,633.01
	Less Unpaid Sales Tax Liability		17.41-
	Net (Check Amount)		**25,615.60**

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 11/21/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85403682	11/21/2014	CITY OF LINCOLN	01-5540	5,144.88	
			01-5550	5,787.69	
			01-5570	23,697.03	34,629.60
85403683	11/21/2014	CITY OF LINCOLN / PG&E REIMB	01-5510		2,675.39
85403684	11/21/2014	JIVE COMMUNICATIONS, INC.	01-5560		186.32
85403685	11/21/2014	PACIFIC GAS & ELECTRIC CO	01-5510		79,392.46
85403686	11/21/2014	SPURR	01-5530		3,717.90
85403687	11/21/2014	"DANIELSEN COMPANY, THE"	13-4380	282.60	
			13-4710	3,884.90	
			Unpaid Sales Tax	2.03-	4,165.47
85403688	11/21/2014	CROWN DISTRIBUTING INC.	13-4380		1,873.83
85403689	11/21/2014	D & P CREAMERY	13-4710		11,795.77
85403690	11/21/2014	DELL	01-4400		707.20
85403691	11/21/2014	ED JONES FOOD SERVICE	13-4710		2,846.56
85403692	11/21/2014	LOWE'S	01-4300		32.53
85403693	11/21/2014	MILLERS CITRUS GROVE	13-4710		127.50
85403694	11/21/2014	MISSION UNIFORM SERVICE INC	13-5800		667.42
85403695	11/21/2014	ORIENTAL TRADING COMPANY INC	01-4300	1,026.72	
			Unpaid Sales Tax	65.54-	961.18
85403696	11/21/2014	PIZZA GUYS	13-4710		1,942.45
85403697	11/21/2014	PROPACIFIC FRESH	13-4710		475.86
85403698	11/21/2014	S & S WORLDWIDE	01-4300		77.35
85403699	11/21/2014	SARA LEE	13-4710		939.77
85403700	11/21/2014	STAFFORD MEAT COMPANY	13-4710		288.00
85403701	11/21/2014	Amy M. DeAscentis	01-9550		20.16
85403702	11/21/2014	Tracey N. Lillie	01-5200	134.12	
			11-5200	210.25	344.37
85403703	11/21/2014	Wendy K. Meagher	01-5200		51.24
85403704	11/21/2014	Diane M. Metzelaar	01-4300	26.25	
			01-5200	26.24	52.49
85403705	11/21/2014	Anayat Sharifie	01-5200		74.03
85403706	11/21/2014	Jennifer T. Sperber	01-5200		117.66
85403707	11/21/2014	A-Z BUS SALES INC	01-4365		133.99
85403708	11/21/2014	ACADEMIC THERAPY PUBLICATIONS	01-4100		266.09
85403709	11/21/2014	ADD SOME CLASS	21-4400		1,342.68
85403710	11/21/2014	ALAN S BROOKS	35-6290		975.00
85403711	11/21/2014	ANDREGG GEOMATICS	01-6140		4,745.00
85403712	11/21/2014	BLACKBURN CONSULTING	01-6240		420.00
85403713	11/21/2014	C & S TELECOMMUNICATIONS INC	01-4300	59.63	
			01-5600	270.37	330.00
85403714	11/21/2014	C.A.S.H. COALITION FOR	25-5200		249.00
85403715	11/21/2014	CAMBIUM LEARNING INC	01-4100		1,865.55
85403716	11/21/2014	CB&I INC.	01-4300	809.13	
			Unpaid Sales Tax	51.63-	757.50
85403717	11/21/2014	CITRUS HEIGHTS SAW & MOWER	01-4365		79.78
85403718	11/21/2014	CROSS COUNTRY EDUCATION	01-5200		199.00
85403719	11/21/2014	DELL	01-4400		7,569.13

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Checks Dated 11/21/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85403720	11/21/2014	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		957.83
85403721	11/21/2014	DIVERSE NETWORK ASSOCIATES	01-5800		8,928.00
85403722	11/21/2014	ECONOMIC & PLANNING SYS. INC.	49-5800		213.14
85403723	11/21/2014	ESS ENVIRONMENTAL	21-5800		7,450.00
85403724	11/21/2014	FAR WEST RENTS & READY MIX	01-5600		160.00
85403725	11/21/2014	GOLD COUNTRY CLASSIFIED INC.	21-5800		199.40
85403726	11/21/2014	GRAINGER .	01-4300		532.44
85403727	11/21/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		25.76
85403728	11/21/2014	HUMAN KINETICS	01-4300		55.73
85403729	11/21/2014	JABBERGYM INC.	01-5800		5,367.50
85403730	11/21/2014	JOHN DEERE LANDSCAPES	01-4300		43.37
85403731	11/21/2014	K S TELECOM INC	01-4400	16,455.55	
			35-5800	494.00	16,949.55
85403732	11/21/2014	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		258.17
85403733	11/21/2014	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		983.25
85403734	11/21/2014	LAKESHORE LEARNING MATERIALS	01-4300		303.15
85403735	11/21/2014	LAW OFFICE OF ROBERTA S. SAVAGE	01-5800		5,900.00
85403736	11/21/2014	LOVE AND LOGIC INSTITUTE, INC	01-4300		750.00
85403737	11/21/2014	LOWE'S	01-4300	1,363.04	
			01-5600	440.56	1,803.60
85403738	11/21/2014	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		577.50
85403739	11/21/2014	LOZANO SMITH, LLP	01-5800	48.32	
			01-5810	11,568.71	
			21-5810	117.00	
			25-5810	2,444.00	14,178.03
85403740	11/21/2014	LPA INC.	01-6210		26,537.58
85403741	11/21/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		1,660.00
85403742	11/21/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		940.09
85403743	11/21/2014	MEDISCAN, INC.	01-5800		3,000.00
85403744	11/21/2014	MISSION UNIFORM SERVICE INC	01-4300	71.12	
			01-5800	1,576.52	1,647.64
85403745	11/21/2014	ODYSSEY LEARNING CENTER, INC.	01-5800		7,974.32
85403746	11/21/2014	PCOE - PLACER CO OFFICE OF ED	01-5200		550.00
85403747	11/21/2014	PEARSON SCOTT FORSEMAN	01-4100		445.23
85403748	11/21/2014	PLACER TITLE COMPANY	01-6160		400.00
85403749	11/21/2014	PRO-ED	01-4300	314.90	
			Unpaid Sales Tax	20.10-	294.80
85403750	11/21/2014	PURCHASE POWER	01-4300		4,040.00
85403751	11/21/2014	RAY MORGAN CO. / CHICO	01-5600		21.19
85403752	11/21/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	903.05	
			01-7438	17.87	
			01-7439	425.13	1,346.05

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ESCAPE ONLINE

Checks Dated 11/21/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85403753	11/21/2014	RIEBES AUTO PARTS	01-4365		1,475.60
85403754	11/21/2014	RSD - REFRIGERATION SUPPLIES	01-4300		277.70
85403755	11/21/2014	SAC VAL JANITORIAL SALES	01-4300		989.00
85403756	11/21/2014	SCHOOL STEPS, INC.	01-5800		19,717.50
85403757	11/21/2014	SERVPRO OF AUBURN/ROCKLIN	21-5800		751.86
85403758	11/21/2014	SIERRA FOOTHILLS ACADEMY	01-5800		24,448.50
85403759	11/21/2014	SIERRA OFFICE SUPPLIES &	01-4300		418.12
85403760	11/21/2014	STATE OF CALIFORNIA - DOJ	01-5821		128.00
85403761	11/21/2014	STINEMAN'S FARM SUPPLY INC	01-4300		27.92
85403762	11/21/2014	US BANK CORP TRUST SERVICE	49-5800		1,760.00
85403763	11/21/2014	WEST COAST ENVIRONMENTAL	21-5800		17,829.15
85403764	11/21/2014	WESTERN BLUE AN NWN COMPANY	01-4400		1,137.24
85403765	11/21/2014	WESTERN PLACER WASTE	01-5540		536.58
85403766	11/21/2014	YOLO COUNTY OFFICE OF ED.	01-5200		35.00
85403767	11/21/2014	Jacqueline S. Banderas	01-4300		80.98
85403768	11/21/2014	Beverly S. Berkley	01-4300		8.00
85403769	11/21/2014	Courtney H. Eller	01-4300		15.03
85403770	11/21/2014	Jenny L. Guemmer	01-4300		77.17
85403771	11/21/2014	Norma P. Lazaro	01-4300		543.73
85403772	11/21/2014	Albert A. Medina	01-4300		97.00
85403773	11/21/2014	Robert L. Pierce II	01-4300		557.56
85403774	11/21/2014	AIRGAS	01-4300		68.47
85403775	11/21/2014	APPLE INC.	01-4300		105.35
85403776	11/21/2014	BARCLAY WOOD TOYS & BLOCKS INC	01-4300	557.55	
			Unpaid Sales Tax	33.75-	523.80
85403777	11/21/2014	BIO CORPORATION	01-4300	416.68	
			Unpaid Sales Tax	22.28-	394.40
85403778	11/21/2014	BLACK DOG GRAPHICS	01-4300		277.95
85403779	11/21/2014	BRAIN POP	01-4200		880.00
85403780	11/21/2014	CALTRONICS BUSINESS SYSTEMS	01-5600		302.05
85403781	11/21/2014	CAROLINA BIOLOGICAL SUPPLY	01-4300		153.73
85403782	11/21/2014	CDW GOVERNMENT INC	01-4300		386.99
85403783	11/21/2014	CROSS COUNTRY EDUCATION	01-5200		199.00
85403784	11/21/2014	CURRICULUM ASSOCIATES INC.	01-4300	12,449.40	
			01-5800	16,965.00	29,414.40
85403785	11/21/2014	DAKTRONICS	01-4400		1,341.87
85403786	11/21/2014	DE LAGE LANDEN	01-5600		336.37
85403787	11/21/2014	DEMCO MEDIA	01-4300		120.70
85403788	11/21/2014	DEVELOPMENTAL STUDIES CENTER	01-4300		1,276.28
85403789	11/21/2014	DINN BROS., INC.	01-4300	133.82	
			Unpaid Sales Tax	8.57-	125.25
85403790	11/21/2014	DIRECT PRESS 2	01-4300		1,112.00
85403791	11/21/2014	EAGLE SOFTWARE DBA AERIES SOFTWARE INC.	01-5200		475.00
85403792	11/21/2014	FITNESS FINDERS	01-4300	314.44	
			Unpaid Sales Tax	20.25-	294.19
85403793	11/21/2014	FLORAL SUPPLY SYNDICATE	01-4300		257.15

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 11/21/2014

Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85403794	11/21/2014	FOLLETT SCHOOL SOLUTIONS, INC.		01-4300		496.57
85403795	11/21/2014	JUPITER ED, INC.		01-4300		349.65
85403796	11/21/2014	K S TELECOM INC		01-4400		4,440.00
85403797	11/21/2014	LAKESHORE LEARNING MATERIALS		01-4300		31.06
85403798	11/21/2014	MJB WELDING SUPPLY, INC.		01-4300		293.08
85403799	11/21/2014	MOORE EDUCATIONAL RESOURCES		01-4300		513.43
85403800	11/21/2014	NICHOLAS P. PIPINO ASSOC.		01-4300	159.13	
				Unpaid Sales Tax	10.13-	149.00
85403801	11/21/2014	OFFICE DEPOT		01-4300		601.06
85403802	11/21/2014	PRO-ED		01-4300	348.43	
				Unpaid Sales Tax	24.31-	324.12
85403803	11/21/2014	RAY MORGAN CO. / CHICO		01-4300	331.99	
				01-5600	171.68	503.67
85403804	11/21/2014	RISO PRODUCTS OF SAC INC		01-4300		1,321.69
85403805	11/21/2014	SAFEWAY INC		01-4300		172.15
85403806	11/21/2014	SCANTRON CORPORATION		01-4300		142.55
85403807	11/21/2014	SCHOLASTIC MAGAZINE		01-4300		1,004.96
85403808	11/21/2014	SCHOOL SPECIALTY INC		01-4300		763.18
85403809	11/21/2014	SEW CAL MONOGRAMMING		01-4300		780.45
85403810	11/21/2014	SIERRA OFFICE SUPPLIES &		01-4300		130.29
85403811	11/21/2014	SUPERIOR REGION CATA		01-5200		370.00
85403812	11/21/2014	TECHNOLOGY STUDENT ASSOC.		01-4300		180.00
85403813	11/21/2014	THERAPY SHOPPE INC		01-4300	60.66	
				Unpaid Sales Tax	3.68-	56.98
85403814	11/21/2014	TROXELL COMMUNICATIONS		01-4300		373.56
85403815	11/21/2014	WARD'S NATURAL SCIENCE		01-4300		163.53
85403816	11/21/2014	WEST MUSIC		01-4300	2,776.58	
				Unpaid Sales Tax	193.72-	2,582.86
85403817	11/21/2014	WESTERN BLUE	AN NWN COMPANY	01-4300	137.60	
				01-4400	1,340.24	1,477.84
			Total Number of Checks	**136**		**407,766.82**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	117	349,062.67
11	Adult Education Fund	1	210.25
13	Cafeteria Fund	10	25,124.66
21	Building Fund #1	6	27,690.09
25	Capital Facilities Fund	2	2,693.00
35	Schools Facilities (Prop 1A)	2	1,469.00
49	Mello Roos Capital Projects	2	1,973.14
	Total Number of Checks	**136**	408,222.81
	Less Unpaid Sales Tax Liability		455.99-
	Net (Check Amount)		**407,766.82**

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

ESCAPE ONLINE

4.2.11

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:
December 2, 2014

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will take action to approve the classified personnel report.

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

December 2, 2014

CLASSIFIED/MANAGEMENT

NEW HIRES

1. **Name:** Michael Adell — **Effective: 12/15/14**
   Position: Director of Facilities — **Site: District Office**
   Salary: CLMG, Step E — **Replacement**
   Hours: 8 hours/Days
   Days: 12 Months (260 Days)/Year

2. **Name:** Johnny DelVillar — **Effective: 12/1/14**
   Position: Bus Driver, Sp. Needs — **Site: Transportation**
   Salary: CSEA, Range 24, Step A — **Replacement**
   Hours: 5.40 hours/Days
   Days: 10 Months/Year

TRANSFERS WITH ADDITIONAL TIME

1. **Name:** Deanna Masterson
   Position: Custodian/Groundsman
   Site: 1st & L/Transportation to LHS
   Salary: CSEA, Range 12, Step B
   Hours: 2 hours day to 8 hours day
   Days: 12 Months/Year
   Effective: 12/22/14

TRANSFERS

1. **Name:** Lisa Nunez
   Position: High School Cafeteria Lead
   Site: LHS
   Salary: CSEA, Range 23, Step A
   Hours: 6 hours day
   Days: 10 Months/Year
   Effective: 12/1/14

ADDITIONAL POSITIONS

1. **Name:** Debra Downs — **Effective: 11/13/14**
   Position: Intervention Services Provider — **Site: Creekside Oaks Elementary**
   Salary: CSEA, Range 20, Step A — **Replacement**
   Hours: 40 minutes/4 Days a week
   Days: 10 Months/Year

2. **Name:** May Elliott — **Effective: 11/17/14**
   Position: Campus/Café Supervisor — **Site: Foskett Ranch Elementary**
   Salary: CSEA, Range 13, Step A — **Replacement**
   Hours: 1.5 Hours/Day
   Days: 10 Months/Year

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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:
December 2, 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 Knutson

Title: Secretary to the Superintendent

Quarterly Report Submission Date: *(Check one)*

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

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 12/1/2014

☑ 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

11/24/14
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

4.4.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract with Brower Mechanical - HVAC Services – Creekside Oaks Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund – Deferred Maintenance Funds

MEETING DATE:

December 2, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Brower Mechanical for replacement of an existing HVAC unit at Creekside Oaks Elementary School. The services will be funded with Deferred Maintenance funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Brower Mechanical and Western Placer Unified School District.

BROWER MECHANICAL, INC.

VR 15-014

HEAT • AIR • REFRIGERATION • RESIDENTIAL • COMMERCIAL • INDUSTRIAL

4060 Alvis Court Court • Rocklin CA 95677
916-624-0808 • 916-388-0808 • FAX 916-632-1114
License #686451

November 10, 2014

Western Placer Unified School District
600 Sixth Street, Ste. 400
Lincoln, CA 95648

Attn: Curtis Stizzo

Proposal for Creekside Oaks Elementary School – (remove old unit AC#6) and install new 4 Ton Carrier Gas/Electric
15 Seer Package unit).

Brower Mechanical is please to office the following bid for your review.

Scope.

- Provide Rigging for removal and setting of new equipment.
- Provide disposal of old unit.
- Provide and set new Carrier 4 Ton (460V) Gas/Electric unit with economizer
- (MN 48HCEA05F2M6-OF2C0)
- Reconnect to existing copper condensate lines.
- Reconnect electrical.
- Reconnect unit to Gas connections.
- Provide for Hers Test/ Duct test and certification per C.E.C. requirements.
- Provide prevailing wage labor.
- Provide for all required permits.
- Perform a complete system start up.
- Warranty: One (1) year parts and labor warranty

Services not included:

- Any and all items not included in the scope
- Controls work to be done by others
- Electrical upgrades
- Structural engineering.

- **Note gas to building will be required to be shut prior to change-out.**
- **Project date will be 11-25-14**

Project Amount: $8,642.00 (Eighty-Six hundred and forty-two Dollars).

Payment Terms: Net 30 from the date of invoice.

Sincerely,
Ken Burgin

Ken Burgin
Senior Account Mgr.

Accepted by: _____

Date: 11/13/14

4.5.1

BROWER MECHANICAL, INC.

HEAT• AIR • REFRIGERATION • RESIDENTIAL • COMMERCIAL • INDUSTRIAL

4060 Alvis Court Court • Rocklin CA 95677
916-624-0808 • 916-388-0808 • FAX 916-632-1114
License #686451

General Conditions

1. Brower Mechanical Inc. herein referred to as "BMI", Shall deliver all materials necessary to perform the service detailed in our scope of work. The following outline describes the services that are subject to the following General Conditions.

2. BMI shall not be liable for the cost of removal or disposal of any hazardous materials or any cost associated with these materials.

3. BMI shall not be responsible for the cost of service to, or the replacement of equipment, materials, labor as a direct or indirect result of improper operation, negligence, vandalism or alterations modifications, abuse, misuse, malicious mischief, accidents, or any causes(s) beyond the BMI's reasonable control.

4. BMI shall not be liable for the cost of service, replacement of interior and exterior cabinetry, paneling, door, curtain and gaskets, including unit frame or it mounting.

5. BMI shall have the right to stop work if any payment shall not be made to BMI under this agreement, on a timely basis.

6. If the owner should default in any of their obligations under this agreement, BMI shall have the right to recover, as damages, at BMI's option, either the reasonable value of work performed by BMI.

7. All disputes hereunder by the Contractor or by the Owner shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association and the prevailing party shall be entitled recover from the other all cost and attorney fees as a result thereof.

8. Any services required beyond those provided in this agreement will be brought to your attention and will be billed on a time and material basis.

9. BMI shall be excused for delay in completion of the contract and shall not be liable for the loss of or damage to air conditioning equipment caused by natural disasters, acts of the owner or the owner's agent, employee or independent contractor, stormy weather, labor trouble, acts of public utilities, public bodies, or inspectors, extra work, transportation conditions, materials shortages, or damages attributable to additions, alterations, adjustments, or repairs, made by other contingencies unforeseen by BMI and beyond the reasonable control of BMI.

4.5.2

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
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2. **Foster a safe, caring environment where individual differences are valued and respected.**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Ratification of Contract with Health-e Meal Planner - Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund – Cafeteria Fund

MEETING DATE:

December 2, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Health-e Meal Planner for WPUSD. The services will be funded with Cafeteria funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Health-e Meal Planner and Western Placer Unified School District.

4.6

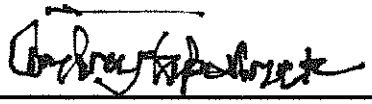
Health·e PRO MEAL PLANNER

Company Address	PO Box 124 Anacortes, WA 98221 US	Created Date	10/29/2014
		Expiration Date	11/28/2014
		Quote Number	00000033
Prepared By	Annette Schonhoeft	Contact Name	Jeff Dardis
Phone	361.238.4403	Phone	(916) 645-6373
E-mail	annette@ahigherlevel.com	Email	jdardis@wpusd.k12.ca.us
Bill To Name	Western Placer Usd		
Bill To	600 Sixth Street, Suite 400 Lincoln, CA 95648		

Product	List Price	Sales Price	Quantity	Discount	Total Price
HMPpro:Additional Admin Login	$195.00	$195.00	1.00		$195.00
HMPpro:Admin Login (included)	$0.00	$0.00	1.00		$0.00
HMPpro:HMPpro New - Small District	$1,495.00	$1,495.00	1.00	10.00%	$1,345.50
HMPpro:Recipe Package - Fruits and Vegetables	$295.00	$295.00	2.00	50.00%	$295.00
HMPpro:Recipe Package - USDA Recipes	$395.00	$395.00	1.00	50.00%	$197.50
Shared Database Access	$395.00	$395.00	1.00	100.00%	$0.00
Training	$195.00	$195.00	4.00	100.00%	$0.00

Subtotal	$3,850.00
Discount	47.19%
Total Price	$2,033.00
Grand Total	$2,033.00

Quote Acceptance

Signature 

Name Audrey Kilpatrick

Title Asst. Supt Business & Operations

Date 11/19/2014

4.6.1

Software as a Service Agreement

By logging into this website, the User acknowledges that they have read and agree to the following terms of service between the User and Water Walkers Inc., a California corporation ("Water Walkers"), whose address is 4790 Irvine Blvd., Suite 105-413, Irvine, CA 92620,

WARNING: THE DATA CONTAINED WITHIN THE SERVICES CANNOT BE USED FOR AND DOES NOT PROVIDE MENU PLANNING OR MEDICAL TREATMENT FOR ANYONE WITH A MEDICAL CONDITION, DIETARY RESTRICTION OR FOOD ALLERGY. USE OF THE SERVICES TO PROVIDE MENU PLANNING OR MEDICAL TREATMENT FOR ANYONE WITH A MEDICAL CONDITION, DIETARY RESTRICTION OR FOOD ALLERGY IS A VIOLATION OF THE TERMS OF THIS AGREEMENT. ANY SUBSCRIBER PLANNING FOR OR TREATING MEDICAL CONDITIONS, DIETARY RESTRICTIONS OR A FOOD ALLERGY MUST CONSULT A MEDICAL PROFESSIONAL FOR ASSISTANCE.

1.0 General Terms and Conditions.

1.1 Rights Granted to Subscriber. Subject to the terms of this Agreement, Water Walkers hereby grants to Subscriber a non-sublicensable, non-transferable, non-exclusive subscription to access and use the Services, as hereinafter defined, solely for the limited purposes set forth in the Agreement.

1.2 Definitions. As used in this Agreement:

a. "Allergen Feature" means the tool included in the Services for identifying the list of allergens in the Food Allergen Labeling and Consumer Protection Act of 2004 ("FALCPA").

b. "Data" or "Subscriber Data" means any electronic data or information contained in any database, template, or other similar document submitted by Subscriber through the Services.

c. "Fees" means the fees paid by Subscriber in exchange for access to the Services as set forth on the Proposal.

d. The "Proposal" means the proposal submitted by Water Walkers and accepted by Subscriber, a copy of which is attached as Exhibit A and incorporated into this Agreement.

e. The "Services" means the menu planning tool provided by Water Walkers to Subscriber, as more particularly described in the Proposal, known as Health-e Meal Planner Pro.

f. The "System" means the technology, including hardware and software, used by Water Walkers to provide the Services to Subscriber in accordance with this Agreement.

g. "Subscription Administrator" means the individual assigned by Subscriber having responsibility for all administrative and billing matters relating to Subscriber's use of the Services, as identified during the purchase and subscription process.

h. "Term" shall commence as of the start date of access to the Services and shall continue until access has been terminated.

i. "User ID" means the unique identifying name and password assigned to each user to gain access to the Services.

4.6.2

Health·e PRO MEAL PLANNER

Software as a Service Agreement

2.0 The Services.

2.1 Subscription. Water Walkers shall make available to Subscriber the Services as more specifically set forth on the Proposal. The terms and conditions of this Agreement, and the terms and conditions of any addendum to this Agreement, shall govern Subscriber's use of any new feature(s) or services that augment or enhance the current Services, including the release of any new services or upgrades to existing Services.

2.2 Service Levels. Subject to the terms of this Agreement, Water Walkers shall use commercially reasonable efforts to:

j. Maintain the security of the Services, as set forth in Section 2.4 of this Agreement;

k. Provide regular backups of Subscriber's Data; and

l. Make the Services generally available 24 hours a day, 7 days a week, 365 days a year, except for:

1. Downtime for maintenance with regard to which Water Walkers will use reasonable efforts to notify Subscriber in advance; and

2. Downtime caused by circumstances beyond Water Walkers' reasonable control, including but not limited to acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems, telecommunications or network failures or delays, computer failures involving hardware or software not within Water Walkers' possession or reasonable control, and acts of vandalism.

m. Subscriber is solely responsible for providing, at its own expense, all network access to the Services, including, but not limited to, acquiring, installing, and maintaining all telecommunications equipment, hardware, software, and other equipment as may be necessary to connect to, access, and use the Services.

2.3 Support. Support services provided by Water Walkers in connection with the Services under this Agreement shall only be to the registered users with assigned logins and shall include telephone, web, and e-mail support during Water Walkers' normal business hours (8:00 a.m. to 5:00 p.m. Pacific Time Zone; Monday through Friday). Support for software issues is generally within one (1) business day. Email support request responses are within the next business day. Water Walkers reserves the right to modify the support services in its reasonable discretion from time to time with notice to Subscriber.

2.4 Security. Water Walkers has implemented Security Measures (as hereinafter defined) and maintains the Services at reputable third-party Internet service providers and hosting facilities. "Security Measures" means commercially reasonable technical, physical, and procedural controls to protect Subscriber's Data against destruction, loss, alteration, unauthorized disclosure to third parties, whether by accident or otherwise. Water Walkers allows security access to its approved list of authorized and authenticated personnel. However, Subscriber acknowledges and agrees that, notwithstanding the Security Measures, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally

gain access to the Services and Subscriber Data. Accordingly, Water Walkers cannot and does not guarantee the privacy, security, or authenticity of any information so transmitted over or stored in any system connected to the Internet.

3.0 Subscriber's Use of the Services.

3.1 Subscriber Access. The Subscription Administrator will be provided User ID(s) and password(s) for access to the Services. Subscriber shall be responsible for ensuring the administration, security, and confidentiality of its User ID(s). The only persons who shall be authorized to access the Services shall be Subscriber's employees. Subscriber shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and shall notify Water Walkers promptly of any such unauthorized use or suspected unauthorized use. Water Walkers reserves the right to log off Subscriber if it is inactive for an extended period of time.

3.2 Restrictions on Subscriber Data. Subscriber is solely responsible for Subscriber's Data and shall not provide, post, or transmit any Subscriber Data or any other information, data, or material that in any way infringes or violates any intellectual privacy rights, general privacy rights, laws, or regulations. Water Walkers reserves the right to take remedial action if Subscriber Data violates this provision; however, Water Walkers is under no obligation to review Subscriber Data for violation of this provision.

3.3 Use Restrictions. Subscriber is responsible for all activities that occur under the Subscriber's accounts. Subscriber shall not, and shall not attempt to:

n. Knowingly interfere with or disrupt the integrity, operation or performance of the Services, the data contained therein, or the Water Walkers System;
o. Allow a third party to access the Services or transfer to a third party any of Subscriber's rights under this Agreement, except as otherwise provided in this Agreement, or otherwise use the Services for the benefit of a third party;
p. Copy, modify or make derivative works based on any part of the Water Walkers System;
q. Reverse engineer, disassemble, or decompile any component of the System;
r. Remove or obscure any proprietary notices such as copyright, trademark, and patent designations;
s. Use the Services in any manner that exceeds the scope of use permitted herein;
t. Use the Services in any way for spamming or to transmit chain letters, junk e-mail, bulk communications, or for providing any information or applications in a commercial for-profit business environment. Water Walkers reserves the right to block, filter, or delete any such unsolicited communications, without any liability to Subscriber or any other person;
u. Use any Water Walkers domain name as a pseudonymous return e-mail address for any communications that Subscriber transmits from another location or through another service;
v. Upload, post, or otherwise transmit any content that Subscriber does not have a right to transmit to the public under any law or under contractual or fiduciary relationships;
w. Upload, post, or otherwise transmit any material that is inappropriate or

contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; or

x. Intentionally or unintentionally violate any applicable local, state, or federal law or regulation.

y. Permit shared use of any login by a person other than the registered user of that login.

Water Walkers reserves the right to terminate this Agreement and to discontinue Subscriber's access to the Services immediately upon Water Walkers' determination that Subscriber has engaged in any of the foregoing activities set forth in this Subsection 3.3 without liability to Subscriber. Subscriber's engagement in any of the activities set forth in Subsection 3.3 shall be deemed an incurable breach of this Agreement.

3.4 Limitations. The Services cannot be used to treat medical conditions, dietary restrictions or allergies. Subscriber may use the Services only within the District or Subscriber's business. The Services may not be used to provide menu planning information or solutions to third parties. The Services may not be reproduced, transmitted or distributed by Subscriber without the prior written consent of Water Walkers.

3.5 Retention of Subscriber's Data. Subscriber will retain access to its Data after expiration or termination of this Agreement for a period not to exceed four (4) years; however after expiration or termination of this Agreement, Subscriber's Data will be read-only and will not be subject to updates or specification changes that may occur after such expiration or termination.

4.0 Fees, Payment, and Suspension of Service. As consideration for the subscription to the Services provided by Water Walkers under this Agreement, Subscriber shall pay Water Walkers the Fees set forth in the Proposal. All Fees will be billed on an annual basis and are due within thirty (30) days of the date of the invoice, unless stated otherwise in the Proposal. Water Walkers reserves the right (in addition to any other rights or remedies Water Walkers may have) to discontinue the Services and suspend all User IDs and Subscriber's access to the Services if any Fees set forth in the Proposal are more than thirty (30) days overdue, until such amounts are paid in full.

5.0 Term and Termination.

5.1 Term. The Term of this Agreement shall be for a period of twelve (12) months. Thereafter, this Agreement will automatically renew for successive twelve (12)-month Terms, unless one of the parties gives written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. Water Walkers reserves the right to increase the Fees applicable to any renewal Term upon thirty (30) days' written notice to Subscriber prior to renewal. If Subscriber does not object in writing to the Fees, as increased, at least ten (10) days prior to the commencement of the renewal Term, or does not give written notice of non-renewal at least thirty (30) days prior to the commencement of the renewal Term, this Agreement shall renew, and the Fees, as increased, shall apply to the renewal Term.

5.2 Early Termination. Except as otherwise provided in Section 3.3 and this Section 5.2 of this Agreement, Water Walkers may terminate this Agreement prior to the expiration of the Term upon written notice if Subscriber materially breaches the Agreement and does not cure such breach (if curable) within thirty (30) days after written notice of such breach. Any termination of Subscriber's access to the Services due to the incurable breach of any provision of this Agreement, or Subscriber's misappropriation, infringement or other violation of a third party's intellectual property rights, may be effected, in Water Walkers' sole discretion, without prior notice, and Water Walkers may immediately deactivate or delete Subscriber's Services account. Subscriber acknowledges that any Fees paid shall not be refunded upon early termination of this Agreement.

6.0 Confidential Information.

6.1 Acknowledgments regarding Information. Subscriber acknowledges that Subscriber shall obtain direct access via Water Walkers' website to certain Water Walkers confidential information, including but not limited to any and all password or controlled access information provided by Water Walkers, product documentation, and Water Walkers databases containing confidential information of Water Walkers and its licensors. Subscriber may use the Information obtained from Water Walkers' website, or by any other means of disclosure, solely for the use of the Services as set forth in this Agreement.

7.0 Ownership and Intellectual Property Rights.

7.1 Water Walkers System and Technology. Subscriber acknowledges that (a) Water Walkers retains all right, title and interest in and to (i) the System, (ii) all software, materials, formats, interfaces, information, data, content and Water Walkers proprietary information and technology used by Water Walkers or provided to Subscriber in connection with the Services, and (iii) all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or learned as a result of Subscriber's use of the Services (collectively, the "Water Walkers Technology"), and (b) the Water Walkers Technology is protected by intellectual property rights owned by or licensed to Water Walkers. Except with respect to the subscription to access and use the Services for the limited purposes as set forth in this Agreement, no license or other rights in the Water Walkers Technology are granted to Subscriber, and all such rights are hereby expressly reserved by Water Walkers.

7.2 Subscriber Data; Global Database and Manufacturer Marketplace. Except as hereinafter set forth, Subscriber retains all right, title and interest in and to the Subscriber Data. Subscriber grants to Water Walkers all necessary licenses in and to such Subscriber Data as necessary for Water Walkers to provide the Services to Subscriber or as required by law. Subscriber shall be solely responsible for providing all Subscriber Data required for the proper operation of the Services for Subscriber. In addition to the foregoing, Subscriber acknowledges and agrees that Subscriber Data may be added to Water Walkers' Global Database and Manufacturer Marketplace, as described in the Proposal, to be made available to other subscribers of Water Walkers, and Subscriber grants Water Walkers and Water Walkers' other subscribers a non-exclusive, royalty-free, perpetual license to view, use, display, and modify the content of Subscriber's Data

that is added to the Global Database and Manufacturer Marketplace.

7.3 Trademarks. "Water Walkers Trademarks" means all names, marks, brands, logos, designs, trade dress, and other designations Water Walkers uses in connection with the Services, software, data, or information, including without limitation, the marks "Water Walkers," "Health-e,". and the Health-e Meal Planner Pro logo. Subscriber may not use or co-brand Subscriber's applications, products, or material associated with Subscriber's applications or services with any Water Walkers Trademarks. Subscriber shall not incorporate any Water Walkers Trademarks into Subscriber's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

8.0 Notices; Modification of Functionality of Services.

8.1 Notices. Water Walkers may send notices to Subscriber via e-mail, regular mail, and/or through Water Walkers' Support Center/website. Notices sent by regular mail shall be deemed given upon three (3) business days following deposit in the U.S. Mail. Notices sent by email shall be deemed given upon transmission and notices posted on Water Walkers' Support Center/website shall be deemed given upon posting. Any electronic communication by Water Walkers shall satisfy any legal requirement that such communication be in writing.

8.2 Modification of Functionality of the Services. Water Walkers reserves the right to modify the functionality and features of the Services or Water Walkers' website at any time.

8.3 Additional Services. In the event Subscriber desires to add Services not listed in the Proposal after the commencement of this Agreement, Subscriber shall do so by requesting a new Proposal and shall pay any additional fees, as specified by Water Walkers. Water Walkers shall issue an addendum to this Agreement, including the new Service(s), and mark it as Exhibit B. Any further addenda issued by mutual agreement, if any, shall be thereafter marked using successive alphabetic letters. Pursuant to Section 2.1 of this Agreement, this Agreement and any addendum shall govern Subscriber's use of any new feature(s) or Services that augment or enhance the current Services, including the release of any new Services or upgrades to existing Services.

9.0 Disclaimer of Warranties.

9.1 General Disclaimers. SUBSCRIBER'S USE OF THE SERVICES IS AT SUBSCRIBER'S SOLE RISK. THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. WATER WALKERS DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WATER WALKERS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY OF THE SERVICES OR CONTENT CONTAINED ON WATER WALKERS' WEBSITE. WATER WALKERS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTIES THAT (a)

THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS; (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, EXCEPT FOR THE REPRESENTATIONS PROVIDED IN SECTION 2.4, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY SERVICES, DATA OR INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICES WILL MEET SUBSCRIBER'S EXPECTATIONS; OR (e) ANY ERRORS IN THE SERVICES, SOFTWARE, DATA, OR INFORMATION WILL BE CORRECTED. ANY SOFTWARE, DATA, OR INFORMATION DELIVERED PURSUANT TO THIS AGREEMENT OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT SUBSCRIBER'S OWN DISCRETION AND RISK AND SUBSCRIBER IS RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR LOSS OF DATA I, INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM COMPUTER VIRUSES OR OTHER MALICIOUS COMPUTER CODE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (a) THE INTERNET IS NOT A SECURE INFRASTRUCTURE; (b) WATER WALKERS DOES NOT HAVE CONTROL OVER THE INTERNET; AND (c) WATER WALKERS IS NOT LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBER FROM WATER WALKERS OR THROUGH OR FROM THE SERVICES WILL CREATE ANY REPRESENTATION, WARRANTY, CONDITION, OR GUARANTY NOT EXPRESSLY STATED IN THE TERMS OF THIS AGREEMENT.

9.2 Allergen Limitations and Disclaimers. Water Walkers DOES NOT identify any allergens. Water Walkers disclaims any responsibility for the accuracy of the independently compiled nutritional databases upon which the Services are formulated or the identification of the FALCPA Allergens. The effectiveness of the Allergen Feature in identifying the presence of Food Allergen Labeling and Consumer Protection Act ("FALCPA") Allergens in food which Subscriber plans to serve is limited by many factors, including without limitation, the following:

z. The list of allergens is not inclusive and is limited to the eight (8) FALCPA Allergens.

aa. The Allergen Feature does not identify food sensitivities, intolerances to foods or dietary restrictions followed for medical conditions of anyone served food by Subscriber.

bb. Identification of the FALCPA Allergens is dependent on the manufacturer of each product or ingredient in a menu or recipe correctly identifying the attributes of the ingredients in their product or ingredient.

cc. The products or ingredients in a planned menu having been altered by: (i) substitutions, (ii) alterations, (iii) change in supplier, (iv) mislabeling by manufacturer, or (v) failure of Subscriber to update its database.

dd. Insufficient information to plan around or accommodate medical conditions or special diets, including but not limited to adverse reactions to any of the FALCPA Allergens or any known or unknown allergen or food sensitivity.

ee. Subscriber use of a recipe in the Global Database from another subscriber of

the Services that did not identify all the potential allergens.

ff. Use of the Allergen Feature by unauthorized employees of Subscriber who are not educated or trained to identify the FALCPA Allergens in a recipe and properly enter that information in the Allergen Feature.

gg. The specific allergies or food sensitivities of any individual served by Subscriber.

hh. Subscriber: (i) failing to identify a FALCPA Allergen, (ii) mistakenly identifying a FALCPA Allergen, (iii) improperly entering the data in the Allergen Feature, (iv) failing to review every recipe in Subscriber's Database, or (v) incorrectly indicating in the Allergen Feature whether any FALCPA Allergens are present in each ingredient in each recipe.

10.0 Limitation of Liability. THE LIABILITY OF WATER WALKERS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, CONTRIBUTING TO, OR DELIVERING THE SERVICES FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT OF THE FEES. IN NO EVENT SHALL WATER WALKERS BE LIABLE TO SUBSCRIBER OR ANYONE ELSE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED BY SUBSCRIBER OR ANY OTHER PERSON OR ORGANIZATION INCLUDING, WITHOUT LIMITATION, DAMAGES FOR DELAY, INCREASED EXPENDITURES, INCREASED OPERATING COSTS, LOSS OF REVENUES, PROFITS, DATA, GOODWILL, OR USE, EVEN IF WATER WALKERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES AND THE DISCLAIMERS AND LIMITATIONS IN THIS AGREEMENT MAY NOT APPLY TO SUBSCRIBER IN SUCH A JURISDICTION. SUBSCRIBER HAS RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF ANY OF ITS OWN DATA AND/OR ITS EQUIPMENT USED IN CONNECTION WITH THE SERVICES AND SHALL NOT MAKE A CLAIM AGAINST WATER WALKERS FOR LOST DATA, RERUN TIME, INACCURATE OUTPUT, WORK DELAYS, OR LOST PROFITS RESULTING FROM THE USE OF THE SERVICES.

11.0. Indemnity. Subscriber shall indemnify, defend and hold harmless Water Walkers, its officers, directors, shareholders, agents and employees from and against any and all claims, demands and causes of action, liability, judgments, damages, costs and expenses (including reasonable attorney's fees) arising out of or relating to Subscriber's acts or omissions in connection with this Agreement or the use of the Services.

12.0 Miscellaneous.

12.1 Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Subscriber and Water Walkers regarding the Services and govern Subscriber's use of the Services, superseding any prior agreements between Subscriber and Water Walkers specifically regarding the Services.

12.2 No Assignment. Neither party may assign or otherwise transfer this Agreement or any rights granted herein without prior written permission of the other.

12.3 Waiver and Non-Waiver. The failure of either party to exercise or enforce any right or provision of the terms and conditions of this Agreement does not constitute a waiver of such right or provision. Any waiver of any right or provision of the terms and conditions of this Agreement by or on behalf of either party shall be in writing.

12.4 Severability. If a court of competent jurisdiction finds any provision of the terms of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the relevant provision, and the other provisions of the terms and conditions of this Agreement remain in full force and effect.

12.5 Taxes. Fees quoted to Subscriber are exclusive of any and all applicable taxes or fees which shall be the sole responsibility of Subscriber.

12.6 Survival. The rights and duties of the parties which, by their nature, ought to survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

12.7 Dispute Resolution. Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be in Orange County, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of Orange County, California.

12.8 No Third-Party Rights. Except as specifically provided for in this Agreement, nothing in this Agreement is intended to make any person or entity that is not a signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

12.9 Applicable Law. This agreement shall be governed by the laws of the State of California.

Western Placer Unified School District

Company Name

Audrey Kilpatrick

Company Representative

Asst. Supt. Business & Operations

Title

4.6.10

Health·e PRO MEAL PLANNER

Software as a Service Agreement

Signature

11/20/2014

Date

46.11

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 Contract with Crusader Fence Co. for Fencing Repair Services at Glen Edwards Middle School

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 21

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The attached contract is with Crusader Fence Co. for removal and/or repair of Glen Edwards Middle School's fencing. These services will include closing existing openings in existing fence, repairing holes in fence as necessary, furnishing and installing a new 20 ft. double gate, and removal of existing material. The price of these services is $3,623and will be paid with Restricted Facilities Fund 21.

RECOMMENDATION:

Staff recommends that the Board of Trustees ratify the contract with Crusader Fence Co. and Western Placer Unified School District.

Corporate Office:
3115 Gold Valley Dr.
Rancho Cordova, Ca. 95742
Bay Area Office:
1600 Benicia Rd.
Vallejo, Ca. 94591

(916) 631-9191
(916) 852-9191
Toll Free (888) 818-9191
Fax (916) 631-8989
License #726527

Crusader Fence Co., Inc.

California Small Business #19368
California Public Works Contractor #1000000020

October 28, 2014

Attn: WPUSD-Heather Steer

Re: Glen Edwards Middle School-Site Repairs
204 L Street Lincoln, CA

Description: Close existing openings in existing fence. Repair holes in fence as necessary. Furnish and install (1) each new 20 ft. double gate. **Price - $ 3,623.00**

Specifications: Match existing specifications.

Includes: removal and discard of existing material and double gate
Exclusions:

STANDARD TERMS AND CONDITIONS:
- **ALL STANDARD TERMS AND CONDITIONS OF THIS BID FORM ARE TO BE INCLUDED IN SUBSEQUENT CONTRACT.**
- **NO BOND EXPENSE, OUR BOND RATE IS .72% UP TO $ 500 K AND .48% AFTER $ 500 K**
- **$ 2M G/L INSURANCE & $ 1 M GENERAL AGGREGATE INSURANCE / OCCURRENCE INCLUDED**

JOB IS FIGURED FOR 1 MOVE-INS WITH MOBILE DIGGING EQUIPMENT - ADDITIONAL MOBILIZATIONS AT $1,728.00/EA.
NO PATCHING OF BLACKTOP/ASPHALT/CONCRETE. NO COREDRILLING, SAWCUTTING, ROCK DRILLING, GRADE BEAM, MOWSTRIPS. CONTINUOUS CONCRETE FOOTINGS, POST SLEEVES, POST POCKETS OR POT HOLEING. ALL POSTS IN CONCRETE WALLS, SLABS, ETC. TO BE SET PRIOR TO POURS, OR BLOCKED OUT BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE. NO GATE TRACK PAD, REBAR OR REBAR CAGES, FOOTING FINISH, PROTECTIVE BOLLARDS.
UNDERGROUND UTILITIES ARE TO BE EXPOSED BY OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION - NON USA MEMBERS OR PRIVATE UTILITIES ARE TO BE LOCATED AND CLEARLY MARKED (PRIVATE LOCATING SERVICE CAN BE PROVIDED AT ADDL COST).
ALL POST HOLES TO BE DUG W/MOBILE POWER DRILLING EQUIPMENT WITH UNENCUMBERED ACCESS TO FENCE LINE.
NOT RESPONSIBLE FOR DAMAGE TO LANDSCAPE WITHIN 6' FEET OF THE FENCE LINE, IRRIGATION, CONDUITS, PRIVATE UTILITIES, ETC.
NOT RESPONSIBLE FOR THE DISTURBANCE OF ANY ENVIRONMENTAL CONTAMINANTS.
NO SUBROGATION OF LABOR INSURANCE INCLUDED, BID/PERFORMANCE/PAYMENT BOND EXPENSE, BUILDERS RISK INSURANCE, RAILROAD INSURANCE, ENVIRONMENTAL/CONTRACTORS POLLUTION LIABILITY (ALL CAN BE PROVIDED AT ADDITIONAL COST, SEE BOND RATE ABOVE).
CRUSADER FENCE CO., INC. IS SIGNATORY TO THE LABORERS UNION LOCAL #185 MASTER AGREEMENT.
INSTALLATION LOCATIONS TO INCLUDE ALL END, CORNER, GATE POSTS, GATES, AS DIRECTED BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION TO BEGIN DIGGING.
NOT RESPONSIBLE FOR DELAY COSTS DUE TO INSUFFICIENT TIME ALLOCATED TO COMPLETE OUR SCOPE.
BEST EFFORTS MADE ON DRILLING IN NON-RIPPABLE OR NON-DRILLABLE HARD ROCK AREAS.
HAND-DIGGING AS DIRECTED ARE TREATED AS ADDITIONAL UNDER FIELD CHANGE AND DIRECTION BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION TO BEGIN DIGGING.
LETTER OF INTENT WITHIN 60 DAYS TO HONOR MATERIAL PRICES.
THE WAIVER OF THE TERMS AND CONDITIONS OF THIS QUOTE IS TO BE AT CRUSADER FENCE COMPANY, INC.'S DISCRETION AND/OR EXCLUDED ABOVE.

RESPECTFULLY,
Michael Murphy

Michael Murphy – mike@crusaderfence.com
Industrial Estimator

Approved 11/3/14

4.7.1

To see all the details that are visible on the screen, use the "Print" link next to the map.

Google



4.7.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Ratification of Professional Services Authorization with LPA, Inc. for Site Plan Assistance at Lincoln High School Farm

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
General Fund – California Careers Pathway Trust Grant – Restricted

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The attached Professional Services Authorization (PSA) is with LPA, Inc. for architectural and engineering services for specific site plan assistance at the Lincoln High School Farm. These services will provide design, documentation, agency approval, and construction phase assistance for a well, storage tank, and booster pump.

The Board approved a Master Agreement of Services with LPA in February of 2009, with additional projects approved as professional service authorizations. This PSA increases the original contract amount by $23,000. The additional costs will be funded by the California Careers Pathway Trust grant.

RECOMMENDATION:

Staff recommends that the Board of Trustees ratify the Professional Services Authorization with LPA, Inc. for the Lincoln High School Farm project.

LPA

PROFESSIONAL SERVICES AUTHORIZATION

Client:	Western Placer Unified School District	Project No.:	14046.20
	600 Sixth Street, Suite 400	Project:	Lincoln High School Farm
	Lincoln, CA 95648	Location:	Lincoln
		Office:	Roseville
Attn:	Heather Steer	Client Contract:	Heather Steer
Email:	hsteer@wpusd.k12.ca.us	Client Job No.:	
Phone:	(916) 645-5100 Fax:	LPA Contracts:	Zilka Ayala

Date:	October 31, 2014		
PSA No.:	2		
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' of the Architectural Services Agreement between Western Placer Unified School District and LPA, Inc. dated February 12, 2009. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Well, storange tank and booster pump design at the Lincoln High School Farm in Lincoln, CA.

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

Services shall include:

Well, storage tank and booster pump design, documentation, agency approval and construction phase representation.

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 the Architectural Services Agreement between Western Placer Unified School District and LPA, Inc., dated February 12, 2009. The 'Terms and Conditions' are a part of this Agreement.

Fee:	Phased Fixed Fee	$23,500.00
Reimbursable Expenses:	None	

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

Sauers Engineering, Inc.

Special Conditions:

None

Contract Status:	Services:	Expenses:		Contract Total:
Original Contract Amount:	$265,000.00	$26,000.00		$291,000.00
Total of Previous Addenda:	$74,000.00	$0.00		$74,000.00
Previous Totals:	$339,000.00	$26,000.00		$365,000.00
This PSA Amount:	$23,500.00	$0.00	None	$23,500.00
New Fee Totals:	$362,500.00	$26,000.00		$388,500.00

Client Authorized Signature — Date: 11/8/14

Authorized Signer

LPA Authorized Signature — Date: *October 31, 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

4.8.1

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:
Ratification of Professional Services Authorization with LPA, Inc. for Lincoln High School Farm

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
General Fund – California Careers Pathway Trust Grant - Restricted

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The attached Professional Services Authorization (PSA) is with LPA, Inc. for architectural and engineering services for specific site plan assistance at the Lincoln High School Farm. These services will provide design, documentation, agency approval, and construction phase assistance for a four classroom wing with student and staff restrooms. This will replace the new modular building previously planned.

The Board approved a Master Agreement of Services with LPA in February of 2009, with additional projects approved as professional service authorizations. This PSA increases the original contract amount by $74,000. The additional cost will be funded by the California Careers Pathway Trust grant.

RECOMMENDATION:

Staff recommends that the Board of Trustees ratify the Professional Services Authorization with LPA, Inc. for the Lincoln High School Farm project.

LPA

PROFESSIONAL SERVICES AUTHORIZATION

Client:	Western Placer Unified School District	Project No.:	14046.20
	600 Sixth Street, Suite 400	Project:	Lincoln High School Farm
	Lincoln, CA 95648	Location:	Lincoln
		Office:	Roseville
Attn:	Heather Steer	Client Contract:	Heather Steer
Email:	hsteer@wpusd.k12.ca.us	Client Job No.:	
Phone:	(916) 645-5100 Fax:	LPA Contracts:	Zilka Ayala

Date:	October 28, 2014
PSA No.:	1
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' of the Architectural Services Agreement between Western Placer Unified School District and LPA, Inc. dated February 12, 2009. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Four classroom wing with student and staff toilets at the Lincoln High School Farm in Lincoln, CA.

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

Services shall include:

Design, documentation, agency approval and construction phase services for a four classroom wing with student and staff toilets at the Lincoln HS Farm. This will replace the new modular building previously planned.

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 the Architectural Services Agreement between Western Placer Unified School District and LPA, Inc., dated February 12, 2009. The 'Terms and Conditions' are a part of this Agreement.

Fee:	Phased Fixed Fee	$74,000.00
Reimbursable Expenses:	None	

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

None

Special Conditions:

None

Contract Status:	Services:	Expenses:		Contract Total:
Original Contract Amount:	$265,000.00	$26,000.00		$291,000.00
Total of Previous Addenda:	$0.00	$0.00		$0.00
Previous Totals:	$265,000.00	$26,000.00		$291,000.00
This PSA Amount:	$74,000.00	$0.00	None	$74,000.00
New Fee Totals:	$339,000.00	$26,000.00		$365,000.00

Client Authorized Signature — Date: 10/30/14

Authorized Signer

LPA Authorized Signature — Date: *October 28, 2014*

Robert C. Kupper, AIA, Chief Executive Officer

October 28, 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

4.9.1

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.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Ratification of Contract – WAVE Business Solutions Point to Point Transport – Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Funds – Technology 42%(/E-Rate/CTF Discounts 58%)

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

Currently WAVE Business Solutions is our authorized provider for fiber transport services for the District. This contract provides fiber base network connections to WPUSD and upgrades an existing service. WAVE Business Solutions is currently providing point-to-point fiber connectivity between WPUSD and PCOE at a bandwidth of 200 Mbps for a monthly recurring cost of $1,355.00. As the cost of fiber optic technology has decreased markedly in the past few years, WAVE Business Solutions is now willing to upgrade the bandwidth of the existing point-to-point connection to 1 Gbps with no change in monthly costs and no installation charge. The services will be funded with Technology and E-Rate/CTF Discount funds.

RECOMMENDATION:

Administration recommends Board ratify the contract to form with WAVE Business Solutions point-to-point fiber transport services for WPUSD.

ORDER FOR POINT-TO-POINT FIBER TRANSPORT SERVICES

This Order for Point-to-Point Fiber Transport Services (the "Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVE BUSINESS SOLUTIONS, LLC ("Provider") and WESTERN PLACER UNIFIED SCHOOL DISTRICT ("Customer"). This Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated March 4, 2013 (the "Master Agreement"). This Order shall be effective as of the Effective Date, and shall remain in effect until the expiration of the Service Term (as defined in Section 4 below). All capitalized terms used but not defined in this Order shall have the meanings given to them Master Agreement.

BACKGROUND

This Order upgrades an existing Service. Pursuant to a letter agreement dated March 22, 2011, Provider provides Point-to-Point fiber connectivity between the Service Sites set forth below at a bandwidth of 200 Mbps for a monthly recurring cost of $1,355.00. As the cost of fiber optic technology has decreased markedly in the past few years, Provider is now willing to upgrade the bandwidth of the existing Point-to-Point connection to 1 Gbps with no change in the monthly cost and with no installation charge. Upon full execution of this Order, the March 22, 2011, letter agreement shall be superseded and replaced by this Order.

Section 1: Key Business Terms.

Service Site Addresses:

A Location: Western Placer Unified School District
810 J. Street
Lincoln, CA 95648

Z Location: Placer County Office of Education
360 Nevada Street
Auburn, CA 95603

Initial Service Term: 36 months

Estimated/Approx. Install Date: w/in 14 days of Execution

Recurring Monthly Service Fees:	
1 Gbps P2P Fiber Connection Between the Service Sites Listed Above	$1,355.00
Total Recurring Monthly Service Fees:	**$1,355.00**

One Time Installation Charges:	
Installation of the above-described Services.	$0
Total One Time Charges:	**$0**

Section 2: Customer Information.

Account Name: Western Placer Unified School District

Invoicing Address: 600 Sixth Street, Suite 400
Lincoln, CA 95648

Order Number:

Account Executive to Customer: Mike Puckett

Customer Federal Tax ID#:

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:

Bob Lyons
blyons@wpusd.k12.ca.us
916-645-5175 (Office)
916-751-9584 (Cell)

Customer Billing Contact:

Bob Lyons
blyons@wpusd.k12.ca.us
916-645-5175 (Office)
916-751-9584 (Cell)

Other Customer Contact:

PROPRIETARY AND CONFIDENTIAL

4.10.1

Section 3: Service. Provider shall provide the Point-To-Point Fiber Transport Services indicated above to Customer at the Service Site(s) identified above (the "Services").

Section 4: Service Term. Provider shall notify Customer when the Services have been installed and are ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Services. The "Initial Service Term" for the Services shall commence on the date on which the Services have been installed, tested and are active and available for use by Customer (the "Service Commencement Date"). Upon expiration of the Initial Service Term, unless either party terminates the Order by giving written notice to the other party not less than thirty (30) days prior to the end of the Initial Service Term, this Order will begin to automatically renew on a month-to-month basis. During any month-to-month automatic renewal period, either party may terminate this Order by giving no less than thirty (30) days advance written notice to the other party. The period of time this Order is in effect is referred to as the "Service Term."

Section 5: Rates and Charges. Customer is responsible for paying to Provider the one time charges and recurring monthly service fees listed above, all in accordance with Article 2 of the Master Agreement. Billing shall commence on the Service Commencement Date.

Section 6: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Services. Specifically, Customer understands and agrees that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by the Customer, its agents and employees, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Order, and Customer will not hold Provider at fault for loss of Customer revenue or lost employee productivity due to Services outages.

Section 7: Limitations of Liability. In addition to the limitations of liability in Article 5 of the Master Agreement:

(a) Acceptance of Risk. Provider assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Services or from the installation, maintenance or removal of any Services, Network, or related Equipment or software. Provider does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.

(b) "As-Is" Basis. Customer agrees that Customer uses the Services and Equipment supplied by Provider at its sole risk. Provider does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind.

(c) Third-Party Hardware and Software. Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. Provider does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Provider assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer will remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Provider has no responsibility to resolve any difficulties caused by such third-party equipment or software. If, at Customer's request, Provider should attempt to resolve difficulties caused by such third-party equipment or software, such efforts will be performed at Provider's discretion and at Provider's then-current commercial rates and terms.

(d) Customer Security Measures. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of the Services and this Order by Provider without Provider incurring liability. Provider is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold Provider harmless from and indemnify Provider against any claims, losses, or damages arising from such use. Provider is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing the Customer's computers, its internal network and/or the Network through Customer's equipment, and Customer shall hold Provider harmless from and indemnify Provider against any such claims, losses, or damages to the full extent arising from such access.

Section 8: General Customer Representations and Obligations. In addition to any representations and obligations in the Master Agreement, Customer is responsible for all access to and use of the Services by means of Customer's equipment, whether or not the Customer has knowledge of or authorizes such access or use. Customer will be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the

Services, until the Customer informs Provider of any breach of security.

The submission of this Order to Customer by Provider does not constitute an offer. Instead, this Order will become effective only when both parties have signed it. The date this Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Order.

CUSTOMER:	**PROVIDER:**
WESTERN PLACER UNIFIED SCHOOL DISTRICT	WAVE BUSINESS SOLUTIONS, LLC
By _____	By _____
Name: Audrey Kilpatrick	Name: _____
Title: Asst Supt of Business Svs and Operations	Title: _____
Date: 11/18/14	Date: _____

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INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Acceptance of Bid from Hometown Construction for the District Office Data Room HVAC Project

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 21

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

To relieve the ongoing issue of inadequate cooling within the Data (or Server) Room at the District Office on the 4th Floor of City Hall Building, we have solicited bids for the improvement work that is outlined in plans and specifications by Rainforth Grau Architects.

Staff engaged in a bid process for this work. Public Notices were published in the Lincoln News Messenger on October 16th and 23rd. A mandatory job walk for potential bidders was held on October 28th and was attended by 5 firms. The bid opening was held on November 5th at the District Office and was open to the public. Three firms submitted bids.

The lowest responsive and responsible bidder was found to be Hometown Construction with a total bid of $24,753.00. Enclosed is the bid submission and the bid results form.

If Board accepts this bid, Staff will prepare contracts to be signed by Hometown Construction and the District, which will then be brought to the Board for ratification. Work is scheduled to begin as soon as contracts are signed.

RECOMMENDATION:

Staff recommends that the Board of Trustees accept the bid from Hometown Construction for District Office Data Room HVAC.

Bid Summary

District Office Data Room HVAC
Western Placer Unified School District
November 5, 2014 at 2:00 p.m.
Architect's Project No.: 14-1182
Architect's Estimate: $16,000

Michael RAINFORTH ▪ Jeffrey GRAU
ARCHITECTS
2407 J Street, Suite 202 ▪ Sacramento, CA 95816
(916) 368-7990 ▪ Fax (916) 368-7996

Plan Holder Name	Mandatory Walk	Sub List	Finger-printing	Non-Collusion	Bid Bond	Sufficient Funds	DVBE Docs	Base Bid
Landmark Construction	✓	✓	–	✓	✓	✓	–	$ 28,200.00
VXL ELECTRIC	✓	✓	✓	✓	✓	✓	✓	26,500.00
Homtown const	✓	✓	✓	✓	✓	✓	✓	24,753.00

These bids will receive Board consideration on: 11/5/14 @ 2pm

The contract shall be awarded to the lowest responsible and responsive bidder as determined by the owner under California law and specified in the bid docs.

BID FORM

Placer County, California

Western Placer Unified School District
600 6th Street, Suite 400
Lincoln, CALIFORNIA 95648

Dear Western Placer Unified School District Board of Trustees:

The undersigned doing business under the firm name of:

Hometown Construction, Inc

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

Data Room HVAC Replacement, District Office

For the amount of:

Twenty-Four thousand Seven hundred Fifty-Three and No/100 Dollars

($ 24,753.00)

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

502 Giuseppe Ct #6
Roseville, CA 95678

Our Public Liability and Property Damage Insurance is placed with:

Colony Insurance Company

Our Workers' Compensation Insurance is placed with:

State Compensation Insurance Fund

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

7.1.2

Addendum No. None Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : Hometown Construction, Inc., a California Corporation; Jamalie Johnstone, President; Jack Johnstone, Vice President

Title: Jamalie Johnstone, President + Jack Johnstone, Vice President

Name of Company as Licensed: Hometown Construction, Inc.

Business Address: 502 Giuseppe Ct. #6
Roseville, CA 95678

Telephone Number: (916) 791-1333

Contractor License No.: 704382

Class and Expiration Date: B, C20 and C36, 3/31/15

State of Incorporation, if Applicable: California

☒ Evidence of authority to bind corporation is attached.

Dated: 11-5-14

Signed: Hometown Construction inc a California Corporation
Jamalie Johnstone, President
Jack Vice president-2

7.1.3

MINUTES OF SPECIAL MEETING

OF

HOMETOWN CONSTRUCTION, INC.
A California Corporation

The Incorporator(s) named in the Articles of Incorporation of the above named corporation held A meeting at the time, on the day and at the place set forth hereinbelow for the purpose of authorizing Jack Johnstone as the person to execute contract documents or to execute a bid submittal on behalf of Above named corporation:

TIME: 2:00 P.M.

DATE: October 13, 2000

PLACE: 2507 Elkhorn Blvd., Rio Linda, CA 95673

Present at said meeting were the following person(s): Tamalee Johnstone, President/Chairman of the Board; Jack Johnstone, Vice President/Secretary.

The Chairman presented for the approval of the meeting a proposed form of Certification for Jack Johnstone.

On motion duly made, seconded, and unanimously carried, the following resolution was adopted:

WHEREAS, Jack Johnstone is authorized as the person to execute contract documents or to execute a bid submittal on behalf of Hometown Construction Inc.

There being no further business to come before the meeting, upon motion duly made, seconded and Unanimously carried, the meeting was adjourned.

ATTEST: (NOTARY)

_____

_____

SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT

Tamalee Johnstone
TAMALEE JOHNSTONE, PRESIDENT

JACK JOHNSTONE, VICE PRESIDENT

DATED: 10/16/00

7.14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of PLACER } ss.

On October 16 2000 (Date), before me, KIM BOWER NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Tamalee Johnston & Jack Johnston (Name(s) of Signer(s))

~~☐ personally known to me~~
☑ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/~~they executed the same in ~~his/her/~~their authorized capacity(ies), and that by ~~his/her/~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kim Bower
Signature of Notary Public

KIM BOWER
Commission # 1144558
Notary Public - California
Placer County
My Comm. Expires Jun 30, 2001

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

7.15

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

NOTE: Reproduce page two of this section for additional listings needed beyond the length of this form.

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	License Number
Electrical	Vanden Bos Electric 916-773-1500	Roseville, CA	627898

7.1.6

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	License Number

7.1.7

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	License Number

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11-5, 2014, at Roseville [city], CA [state].

Signature: _____

Print Name: Jack Johnstone

Title: Vice President

7.1.8

Sufficient Funds Declaration
(Labor Code section 2810)
To Be Executed by Bidder and Submitted with Bid

Owner: Western Placer Unified School District
Project: Data Room HVAC Replacement, District office

I, Jack Johnstone, declare that I am the Vice President of Hometown Construction, Inc., the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Hometown Construction, Inc. [insert name of entity] to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Hometown Construction, Inc [the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on 11-5 2014, at Roseville [city], CA [state].

Date: 11-5-14

Signature
Print Name: Jack Johnstone
Print Title: Vice President

7.1.9

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Owner: Western Placer Unified School District

Project: Data Room HVAC Replacement, District Office

The undersigned declares:

I am the Vice President of Hometown Construction, Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11-5, 2014, at Roseville [*city*], CA [*state*].

Signature

Jack Johnstone, Vice President
Print Name

7.1.10

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2)

Note: This document must be executed and submitted with the bid.

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

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

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

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

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

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

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

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

Dated: 11-5-14

Signature

Name: Jack Johnstone

Title: Vice President

7.1.11

ATTACHMENT

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

(1) Murder or voluntary manslaughter.

(2) Mayhem.

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

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

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

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

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

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

(9) Any robbery.

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

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

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

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

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

7.1.12

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

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

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

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

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

(22) Any violation of Section 12022.53.

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

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

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

7.1.13

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned Hometown Construction Incorporated as Principal and The Guarantee Company of North America USA as Surety, are hereby held and firmly bound unto the Western Placer Unified School District "Owner" in the sum of Ten Percent of Amount Bid Dollars ($ 10%) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Data Room HVAC Replacement in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 30th day of October, 2014, the name and corporate party being hereto affixed and these presents duly signed by its

7.1.14

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Hometown Construction Incorporated
(Principal)

502 Giuseppe Court, #6, Roseville, CA 95678
(Business Address)

Jack Johnstone, Vice President

The Guarantee Company of North America USA
(Corporate Surety)

(Business Address)

By: Patricia M. Simas

Patricia M. Simas, Attorney-in-Fact

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, $ N/A .

(The above must be filled in by Corporate Surety).

2013-Bid Bond (SC044494).DOC

7.1.15

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On October 30, 2014 before me, S. Johnson, Notary Public
(Here insert name and title of the officer)

personally appeared Patricia M. Simas,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

S. JOHNSON
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2064606
SACRAMENTO COUNTY
My Comm. Exp. May 12, 2018

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond
(Title or description of attached document)

Hometown Construction, Inc.
(Title or description of attached document continued)

Number of Pages _____ Document Date 10/30/14

The Guarantee Company of North America USA
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must he properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - *.- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - *.- Indicate title or type of attached document, number of pages and date.
  - *.- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

7.1.16

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Sr. Vice President, COO **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 30th day of October , 2014

Randall Musselman, Secretary

7.1.17

ACKNOWLEDGEMENT

State of California)
County of Placer)

On **November 5, 2014** before me, **Candice L. Boettcher, Notary Public**, personally appeared, **Jack Johnstone** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Candice L. Boettcher
Notary Public Signature

CANDICE L. BOETTCHER
COMM. # 2027473
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. JUN 6, 2017

(Notary Public Seal)

.....

Title or Type of Document: Bid Bond – Western Placer Unified School District

Date of Document: October 30, 2014 Number of Pages: 2

7.1.18

PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Prime Bidder

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME Hometown Construction, Inc.	BUSINESS ADDRESS 502 Giuseppe Ct., #6 Roseville, CA 95678	TELEPHONE NUMBER (916) 791-1333
SCHOOL DISTRICT Western Placer Unified School District	COUNTY Placer	APPLICATION NO.

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. ☐ *is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract*	*will include a copy of your DVBE letter from the Office of Small Minority Business (OSBCR).*	
B. ☐ *is Disabled Veteran owned* ***but is unable*** *to perform the 3 percent of this contract with your forces*	*will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent*	*will include a copy of each DVBE's letter from OSBCR (including yours, if applicable).*
C. ☒ *is* ***not*** *Disabled Veteran owned*	*will use DVBE subcontractors/ suppliers for at least 3 percent of this contract*	
D. ☐ *is unable to meet the required participation goals*	*will complete a Good Faith Effort to obtain DVBE participation*	*will include the Prime Bidder's Good Faith Effort Worksheet.*

Note: An Office of Small Business, Certification and Resources (OSBCR) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSBCR and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

7.1.19

7.1.20

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part* ***after*** *selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.

B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.

C. Enter the total of Lines A and B for each column.

D. Enter the dollar amount of the bid/proposal to be performed by **non**-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) **non**-DVBE dollar participation.

E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	**ALTERNATE #1**	**ALTERNATE #2**	**ALTERNATE #3 OR BASE BID B**	**ALTERNATE #4 OR BASE BID C**	**ALTERNATE #5** (Modernization or Reconstruction Only)
A. Prime Bidder, *if DVBE (own participation)*	$	$	$	$	$	$
B. DVBE Subcontractor or Supplier						
PAVING 1. Net	745.00					
2.						
3.						
4.						
C. Subtotal (A & B)	745.00					
D. Non-DVBE	24,008.00					
E. Total Bid	24,753.00					

California Certification Report

16657 - PN SUPPLY - MB | DVBE

Legal Business Name	PAVING NET CONTRACTOR & SUPPLY		
Doing Business As	PN SUPPLY		
Address	11 S Termino Ave Ste 214 LONG BEACH, CA 90803	Phone FAX	(800) 599-6996 (562) 439-1398
Email	info@pavingnet.com		
Web Page	http://www.PavingNet.com		
Active Certifications	SB (micro) Jan 29, 2014 - Feb 28, 2016 DVBE Jan 29, 2014 - Feb 28, 2016		
Business Types	Construction; Service; Non-Manufacturer;		
Classifications	[111017] Base Metals [111115] Dirt and soil [111116] Stone [111715] Basic steels [111716] Stainless steel alloys [221016] Paving equipment [221017] Heavy equipment components [221019] Building construction machinery and accessories [241018] Dock equipment [241118] Tanks and cylinders and their accessories [261116] Power generators [261215] Electrical wire [261216] Electrical cable and accessories [261316] Exhaust structures or screening equipment [271122] Masonry and concrete tools [271127] Power tools [271130] Brushes [301017] Beams [301022] Plate [301028] Piling [301029] Post [301036] Structural products [301115] Concrete and mortars [301216] Asphalts [301217] Road and railroad construction materials [301218] Landscape architecture materials [301315] Blocks [301316] Bricks [301317] Tiles and flagstones [301417] Insulation sealing layers [301515] Roofing materials [301516] Roofing accessories [301517] Rain gutters and accessories [301518] Siding and exterior wall materials [301519] Finishing materials and products		

7.1.21

[301520] Fencing
[301615] Wall finishing materials
[301616] Ceiling materials
[301617] Flooring
[301618] Cabinetry
[301619] Molding and millwork
[301620] Interior laminates
[301621] Stairs and stairways
[301622] Countertops
[301623] Cabinet accessories
[301624] Partition walls
[301715] Doors
[301716] Windows
[301717] Glass products
[301718] Skylights
[301719] Window frames
[301721] Garage doors and operators
[301815] Sanitary ware
[301816] Non sanitary residential fixtures
[301817] Faucets or taps
[301818] Faucet and shower heads, jets and parts and accessories
[301917] Construction sheds and trailers
[302515] Underground roof support structures
[311615] Screws
[311620] Nails
[311621] Anchors
[311628] Miscellaneous hardware
[312115] Paints and primers
[391115] Interior lighting fixtures and accessories
[391116] Exterior lighting fixtures and accessories
[391117] Emergency lighting and accessories
[391118] Lighting accessories
[391210] Power conditioning equipment
[391213] Electrical boxes and enclosures and fittings and accessories
[391214] Electrical lugs plugs and connectors
[391215] Electrical controls and accessories
[391217] Electrical hardware and supplies
[391317] Wire Raceways Conduit and Busways
[401017] Cooling equipment and parts and accessories
[401018] Heating equipment and parts and accessories
[401417] Hardware and fittings
[401715] Commercial pipe and piping
[401716] Industrial pipe and piping
[401753] Specialized pipe fittings and flanges
[461615] Traffic control
[551217] Signage

7.1.22

	[551219] Signage equipment
	[701115] Plants and ornamental trees
	[721410] Highway and road construction services
	[721411] Infrastructure building and surfacing and paving services
	[721512] Heating and cooling and air conditioning HVAC construction and maintenance services
	[721519] Masonry and stonework services
	[721527] Concrete installation and repair services
	[721537] Parking facility construction and equipment installation and maintenance and repair services
Keywords	construction supply materials asphalt concrete flooring carpet window door roofing dvbe paving paint drywall electrical plumbing traffic fence landscape plumbing hardware hvac lumber steel rebar sign trenching rock safety wall pvc dock block tile seal

7.1.23

Licenses: A | B | C8 | C10 | C12 | C20 | C31 | C32 | C50 | C61

Date: **November 04, 2014**
To Prime Contractor: **Hometown Construction, Inc.**
Hometown Construction, Inc. will utilize Paving Net Contractor and Supply for project known as:

DATA ROOM HVAC REPLACEMENT, DISTRICT OFFICE

Project/Bid Number: **NA**

Project Address:
600 6TH STREET
LINCOLN, CA
95648

Bidding date: **11/05/2014** Bidding time: **12:00PM**
Contact: **JACK JOHNSTONE** Fax **(916) 991-2881** Tel **(916) 991-2486**
Awarding Department (Owner): **WESTERN PLACER UNIFIED SCHOOL DISTRICT**

11-04-2014

State of California ■ State and Consumer Services Agency ■ Arnold Schwarzenegger, Governor

DEPARTMENT OF GENERAL SERVICES

Office of Small Business Certification and Resources
15311 Street, Second Floor ■ Sacramento, California 95314-2016

REF# 0016657
Paving Net Contractor & Supply
11 S. Termino Avenue, Suite 214
Long Beach, CA 90803
(800) 599-6996

DVBE
SBE

Approved by Henry Sprague III, DVBE owner

Payment Terms: **Hometown Construction, Inc.** agrees to make prompt payment to Paving Net for all construction supply within 25 days of purchase date. **Hometown Construction, Inc.** agrees to this payment schedule without exception. Paving Net's relationship with Vendors depends on prompt payment and asks its clients to not utilize Paving Net if cash flow terms are not possible.

7.1.24

Hometown Construction, Inc.

DATA ROOM HVAC REPLACEMENT, DISTRICT OFFICE NA

DVBE PARTICIPATION WORKSHEETS
ATTACHMENT D
DVBE CERTIFICATION

1. General Information

Company Name: Paving Net Contractor & Supply
Address: 11 S. Termino Ave. #214
City/State/Zip Code: Long Beach, CA 90803
Services or Goods Generally Provided: Construction Supply
Services or Goods to be Provided to Bidder: Construction Supply
Name of Contact: Henry Sprague
Telephone Number: 800-599-6996 **Telecopier Number:** 562-439-1398
Tax I.D. Number: 20-1263195

2. Certification of DVBE Status (check the appropriate section)

☐ The above-identified DVBE is not ceritifed as such by any state or local public agency. The undersigned individual, on behalf of the above-identified DVBE certifies, warrants and represents to the District that the above-identified DVBE meets and complies with the definitions(s) of DVBE(s) as set forth in the District's DVBE Participation Program Policy and at law.

☒ The above-identified DVBE is certified as such by a state or local public agency and a true and correct copy of such certification is attached hereto. The bidder and the above-identified DVBE acknowledge that if the local or state public agency certification of the above-identified DVBE's status is not attached, the above-identified DVBE will not be counted or considered for purposes of the bidder's achievement of the Participation Goal.

3. Authority to Execute.

The undersigned individual executing the DVBE Certification warrants and represents to the District that she/he has made diligent inquiry to ascertain that all of the information provided herein is true, correct and complete, that there are no omissions of fact in any of the reponses herein which would render such responses false or misleading and that she/he is duly authorized to execute this DVBE Certification on behalf of the above-identified DVBE.

Executed November 04, 2014 at **Long Beach, California**
(City and State)

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

H Sprague Jr. — Authorized Signature
Henry Sprague — Print Name
(Name of individual executing DVBE certification)

7.1.25

* fill out 2, 4, 5, date/sign

(DVBE) Subcontractor Agreement

PART A: NAMED PARTIES

This Agreement is entered into by Contractor **Hometown Construction, Inc.**, hereinafter referred to as Bidder, and DVBE subcontractor: **Paving Net Contractor & Supply**, hereinafter referred to as **Subcontractor**, on: **November 04, 2014**, consisting of the following conditions:

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, WESTERN PLACER UNIFIED SCHOOL DISTRICT , hereinafter referred to as OWNER. THE OWNER will enter into an Agreement (the primary agreement) with the Bidder if the Bidder is awarded the contract.

2. Bidder has proposed the Subcontractor as a DVBE subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the contract.

3. Subcontractor intends to provide certain work or services or products/goods under the primary agreement if the primary agreement is awarded to the Bidder.

PART B

The State requires the Bidder to provide, prior to the contract award, a written agreement signed by the Bidder and each DVBE subcontrator proposed by the Bidder in the bid proposal submitted to the State, to include certain terms and conditions specified below. These written agreements shall become null and void if the Bidder is not awarded a contract as result of this bid invitation.

Bidder and the Subcontractor agree that, in the event the OWNER awards the primary agreement to the Bidder, the Bidder will employ the Subcontractor to provide goods and/or services in accordance with the following terms and conditions:

1. The term of this Agreement is: Duration of the contract

2. * The parties estimate that the goods and/or services will be provided/performed by the Subcontractor commencing 11/19/14 and completed by 1/14/15
3. The rate and conditions and payment by the Bidder to the Subcontractor are: Invoice, net 30

4. * The MINIMUM total amount to be paid by the Bidder to the Subcontractor is: _____

OR

5. * The percentage of the entire primary contract to be awarded to the Subcontractor is: 3%

6. DVBE scope of work and description of the services and/or goods to be performed/supplied the Subcontractor: **HVAC ACCESSORIES**

This Agreement has been executed by the parties identified below:

Bidder's Company Name: Hometown Construction, Inc.		Subcontractor's Company Name: Paving Net Contractor & Supply C32 & C12 #302363	
By (Authorized Signature)	Date Signed: 11-5-14	By (Authorized Signature)	Date signed: 11/04/2014
Print Name and Title of Person Signing: Jack Johnstone, Vice President		Print Name and Title of Person Signing: Henry Sprague	
Contact Info: Hometown Construction, Inc. Phone: (916) 991-2486		Contact Info: Paving Net Contractor & Supply 11 S. Termino Ave, #214, Long Beach, CA 90803 800.599.6996 fax 562.439.1398	

7.1.26

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:
Elementary Educational Specification Update

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:
No

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 21

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The District has committed to renewing our vastly outdated Educational Specifications for all grade levels, but beginning with Elementary. In addition to this being an integral part of planning out any future sites, or modernizations to current sites, it also is a requirement for submission to California Department of Education prior to approval of any changes to school sites or construction of new school sites. As we anticipated originally that the second elementary school in the Lincoln Crossing area would be the next constructed school, it was determined that we would begin with Educational Specifications at the Elementary level.

The committee has been meeting bi-monthly to review uses of various spaces and desires for facilities in the future.

We held a community meeting on November 20th at First Street School at 6:00 pm to invite the parents and members of the Greater Lincoln Community to give input on this process as well.

We are anticipating bringing a completed plan to the Board for review and approval in January.

RECOMMENDATION:

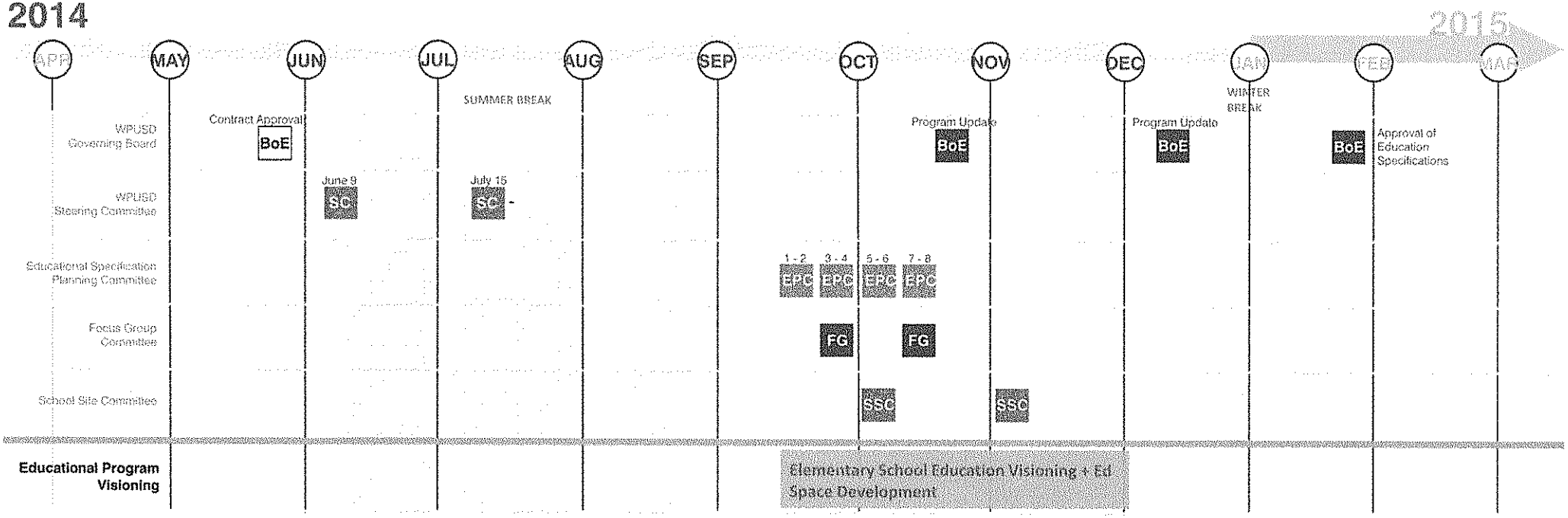
Staff requests that the Board of Trustees review the presented information and provide input.

Western Placer Unified School District

Elementary Educational Specifications – Proposed Program Schedule

TIMELINE 2014-2015

WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 Sixth Street, Suite 400, Lincoln, CA 95648 Ph: 916-645-6350



LEGEND

- BoE — Meet with WPUSD Governing Board
- SC — Steering Committee
- 1 - 8* EPC — Educational Specification Planning Committee
- FG — Focus Groups: Information Technology & Maintenance/Operations & Food Services
- SSC — School Site Committee – Public Workshop

*** Elementary School Educational Planning Committee Meeting Topics**

1. Kick Off Meeting
2. Administrative Spaces
3. Common / Social Spaces
4. Learning Spaces
5. Performing / Visual Arts / Multi-Purpose
6. Athletic + Physical Fitness Spaces
7. Positive + Safe Campus Environment
8. Campus Technology

LPA

WPUSD Educational Specifications Schedule
11/21/14

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

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 #14/15.12 – WPUSD – Intent To Reimburse Certain Expenditures From The Proceeds of Tax-Exempt Indebtedness

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Resolution 14/15.12 is adopted solely for the purposes of establishing compliance with the requirements of section 1.150-2 of the Treasury Regulations as amended. The Board expects the District will pay certain project costs prior to the issuance of tax-exempt indebtedness for the project. With this resolution the Board declares the District's official intent is to use proceeds of tax-exempt indebtedness to reimburse the District for certain project costs, in such amounts and at such times as may be necessary or convenient, and as allowed by applicable law.

To the extent that the District expects to be spending District funds ahead of the issuance of bonds, or wants to preserve flexibility for this possibility, adoption of a reimbursement resolution is critical. Without it, the District may not reimburse itself from proceeds of bonds except for (1) certain "preliminary expenditures" (soft costs such as architectural, engineering, soil testing and similar costs, but only up to 20% of the issue price of bonds) and (2) repayment of prior indebtedness. With a reimbursement resolution in place, however, the District may reimburse itself, as far back as 60 days prior to the date of adoption of the reimbursement resolution (with the caveat that any reimbursement is made no later than 18 months after the later of (1) the date the cost is paid or (2) the date the project is placed in service, but in no event more than 3 years after the cost is paid).

This resolution does not bind the District to make any expenditure, incur any indebtedness, or proceed with the entire Project. The reimbursement of such Project costs is consistent with the District's established budgetary and financial circumstances. No portion of the District's general fund or any other fund of the District has been heretofore budgeted to be used to pay such costs of the Project (or any portion thereof). Other than the proceeds of tax-exempt indebtedness to be issued for the Project, there are no funds or sources of monies that have been, or reasonably are expected to be, allocated, reserved, or otherwise made available on a long-term basis, pursuant to the District's budget, to pay such costs of the Project.

RECOMMENDATION:

Staff recommends the Board of Trustees adopted Resolution 14/15.12 declaring that the District's official intent to reimburse certain expenditures from the proceeds of tax-exempt indebtedness.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2014/15.12

RESOLUTION DECLARING INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT INDEBTEDNESS

WHEREAS, the Western Placer Unified School District (the "District") is in the process of (1) improving, upgrading, renovating, and replacing the District's existing schools, facilities, and improvements, and (2) acquiring and constructing additional schools, facilities, and improvements, in order to meet the educational needs of the District's students (collectively, the "Project"); and

WHEREAS, the District is authorized by the Constitution and the laws of the State of California to incur or issue tax-exempt debt obligations to finance costs of the Project, including certain costs of preliminary expenditures, capital expenditures, and issuance of the debt obligations (collectively, "Project costs"); and

WHEREAS, the District expects to pay for certain of such Project costs prior to the issuance of tax-exempt indebtedness to be used for the long-term financing of the Project; and

WHEREAS, the District anticipates that it will issue debt obligations for the purpose of financing the Project on a long-term basis in a maximum principal amount estimated not to exceed $60,000,000; and

WHEREAS, section 1.150-2 of the U.S. Treasury Regulations (26 CFR 1.150-2) requires the District to declare its reasonable official intent to reimburse prior expenditures for such Project costs with proceeds of a tax-exempt borrowing.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT FINDS, DETERMINES AND RESOLVES as follows:

1. The foregoing recitals are true and correct.

2. This Resolution is adopted solely for the purposes of establishing compliance with the requirements of section 1.150-2 of the Treasury Regulations as amended. This Resolution does not bind the District to make any expenditure, incur any indebtedness, or proceed with the entire Project.

3. The Board expects the District will pay certain Project costs prior to the issuance of tax-exempt indebtedness for the Project. The reimbursement of such Project costs is consistent with the District's established budgetary and financial circumstances. As of the date hereof, this Board reasonably expects that such Project costs shall be paid from the District's general fund or other special funds. No portion of the District's general fund or any other fund of the District has been heretofore budgeted to be used to pay such costs of the Project (or any portion thereof). Other than the proceeds of tax-exempt indebtedness to be issued for the Project, there are no funds or sources of monies that have been, or

reasonably are expected to be, allocated, reserved, or otherwise made available on a long-term basis, pursuant to the District's budget, to pay such costs of the Project.

4. Project costs that are to be reimbursed to the District shall not have been paid from proceeds of any other tax-exempt indebtedness.

5. This Board hereby declares that the District's official intent is to use proceeds of tax-exempt indebtedness to reimburse the District for certain Project costs, in such amounts and at such times as may be necessary or convenient, and as allowed by applicable law. This Board reasonably expects that such indebtedness will be secured and payable from the District's general fund and other special funds available for such purposes.

6. This Resolution shall be continuously available for inspection by the general public during normal business hours at the District offices, located at 600 Sixth Street, Lincoln, California.

7. This Resolution shall take effect immediately upon its adoption.

* * * * * * * * * * * * * * * * * * * *

PASSED AND ADOPTED on December 2, 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
Clerk, Board of Trustees of the
Western Placer Unified School District

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:
Measure A Bond Update – Timeline of Election Results Certification and General Obligation Bond Citizens' Bond Oversight Committee Appointment

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman, Superintendent
Audrey Kilpatrick,
Assistant Superintendent - Business & Operations

ENCLOSURES:
None

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

With the successful passage of the Measure A General Obligation Bond, the District must undertake actions relating to the issuance and sale of bonds authorized by Measure A. Staff will present an overview of the necessary actions and timelines related to the bond to include certain resolutions, certifications and establishment of a Citizen's Bond Oversight Committee.

RECOMMENDATION:

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

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

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 2, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

These new and/or revised policies/regulations/exhibits are now being presented for approval by the Board of Trustees.

- BP/AR 0450 – Comprehensive Safety Plan
- BP/AR 3350.1 - Guidelines for use of Bank Credit Cards
- BP/AR 3511.1 - Integrated Waste Management
- AR 3516.3 – Earthquake Emergency Procedure System

RECOMMENDATION:

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

wp/rk/factform

POLICY GUIDESHEET
March/Nov. 2011/July 2012

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

BP/AR 0450 - Comprehensive Safety Plan
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 680)** which authorizes district administrators rather than school site councils to develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents on school sites that may result in death or serious bodily injury and allows boards to prohibit public disclosure of those strategies. Policy also clarifies that the requirement to annually update the comprehensive safety plan applies to districts selecting either Option 1 (school site plans) or Option 2 (districtwide plan). Regulation updates section on "Content of the Safety Plan" to include examples of indicators that might be used to assess current school safety, reflects **NEW LAW (AB 9)** which adds requirements related to the district's nondiscrimination policy, reflects **NEW LAW (AB 1156)** which encourages districts to include bullying policies in their plans, reflects **NEW LAW (AB 123)** which expands the definition of a "disruption," and adds new optional language re: dating violence and threat assessment strategies.

BP/AR 3350.1 – Guidelines for use of Bank Credit Cards
(AR/Exhibit new)

Regulation to oversee authorization of changes and accountability of expenditures typically incurred while attending district business.

BP/AR 3511.1 - Integrated Waste Management
(BP/AR revised)

Updated policy and regulation reflect **NEW LAW (AB 341, 2011)** which requires schools that generate more than four cubic yards of solid waste per week to arrange for recycling services in accordance with law. Policy also references resources available through the California Department of Resources Recycling and Recovery (CalRecycle), links integrated waste management to broader goal of green school operations, and adds language related to program monitoring and evaluation.

AR 3516.3 - Earthquake Emergency Procedure System
(AR revised)

Regulation updated to reflect **NEW LAW** (AB 2791, 2010) which renamed the California Office of Emergency Services as the California Emergency Management Agency. Regulation also adds language addressing the consideration of a post-earthquake tsunami when developing plans for districts in coastal areas, identification of at least one individual within each building to determine whether an evacuation might be necessary and, if so, the best evacuation location and route, and post-earthquake communications.

COMPREHENSIVE SAFETY PLAN

Development and Review of School Site Safety Plan

In writing and developing the comprehensive school safety plan, the school site council shall consult with local law enforcement as well as other school site councils and safety committees, when practical. (Education Code 32281, 32282)

(cf. 0420 - School Plans/Site Councils)

In addition, the school site council may consult with other local agencies as appropriate, including health care and emergency service providers.

~~*(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)*~~

The school site council may delegate the responsibility for writing and developing a school safety plan to a school safety planning committee. This committee shall be composed of the following members: (Education Code 32281)

1. The principal or designee

2. One teacher who is a representative of the recognized certificated employee organization

3. One parent/guardian whose child attends the school

4. One classified employee who is a representative of the recognized classified employee organization

5. Other members, if desired

(cf. 1220 – Citizen Advisory Committees)
(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)

Before adopting its comprehensive school safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the school safety plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor

2. A representative of the local school employee organization

COMPREHENSIVE SAFETY PLAN (continued)

3. A representative of each parent organization at the school site, including the parent teacher association and parent teacher clubs

(cf. 1230 - School-Connected Organizations)

4. A representative of each teacher organization at the school site

(cf. 4140/4240 - Bargaining Units)

5. A representative of the student body government

6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. A representative of the local churches

2. Local civic leaders

3. Local business organizations

~~*(cf. 1220 - Citizen Advisory Committees)*~~
(cf. 1700 - Relations between Private Industry and the Schools)

~~The school site council or safety planning committee may consider incorporating into the plan the following "three essential components" and/or the strategies recommended in Education Code 35294.21:~~

~~1. Assuring each student a safe physical environment~~

~~2. Assuring each student a safe, respectful, accepting, and emotionally nurturing environment~~

~~3. Developing each student's resiliency skills~~

Content of the Safety Plan

The **comprehensive** ~~districtwide and/or school site~~ safety plan shall include an assessment of the current status of school crime committed on campus(es) and at school-related functions. (Education Code 32282)

COMPREHENSIVE SAFETY PLAN (continued)

The assessment may include, but not be limited to, data on reports of school crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

(cf. 0500 – Accountability)
(cf. 0510 – School Accountability Report Card)

The plan also shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety **including all of the following** ~~and shall include the development of all of the following:~~ (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Routine and emergency disaster procedures including, but not limited to:

   a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

~~*(cf. 0410 – Nondiscrimination in District Programs and Activities)*~~
(cf. 6159 - Individualized Education Program)

   b. An earthquake emergency procedure system in accordance with Education Code 32282

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.3 - Earthquake Emergency Procedure System)

   c. A procedure to allow a public agenc**ies**~~y~~, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 1330 - Use of School Facilities)
(cf. 3516.1 - Fire Drills and Fires)
(cf. 3516.2 - Bomb Threats)
(cf. 3516.5 - Emergency Schedules)
(cf. 3543 - Transportation Safety and Emergencies)

3. Policies pursuant to Education Code 48915(c) **for students who commit an act listed in Education Code 48915(a)** and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations

COMPREHENSIVE SAFETY PLAN (continued)

(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

(cf. 4158/4258/4358 - Employee Security)

5. A ~~discrimination and harassment~~ policy consistent with the prohibition against discrimination**, harassment, intimidation, and bullying** pursuant to Education Code 200-262.4

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel," **pursuant to Education Code 35183,** the provisions of that dress code and the definition of "gang-related apparel"

(cf. 5132 - Dress and Grooming)

7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school

(cf. 5142 - Safety)

8. A safe and orderly school environment conducive to learning

~~*(cf. 5131 - Conduct)*~~
(cf. 5137 - Positive School Climate)

9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

(cf. 5144 - Discipline)

10. Hate crime reporting procedures

(cf. 5145.9 - Hate-Motivated Behavior)

Among the strategies for providing a safe environment, the school safety plan may also include:

COMPREHENSIVE SAFETY PLAN (continued)

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying and hazing, **and cyberbullying,** as well as behavioral expectations and consequences for violations

~~*(cf. 4118 - Suspension/Disciplinary Action)*~~
~~*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*~~
(cf. 5113 - Absences and Excuses)
*(cf. 5113.1 – **Chronic Absence and** Truancy)*
(cf. 5131 – Conduct)
(cf. 5136 - Gangs)

3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, media analysis skills, conflict resolution, and community service learning, **and education related to the prevention of dating violence**

~~*(cf. 6141.6 - Multicultural Education)*~~
(cf. 6142.3 – Civic Education)
*(cf. 6142.4 – **Service** Learning ~~through~~ /Community Service **Classes)***
(cf. 6142.8 – Comprehensive Health Education)

4. Parent involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.61 - Drug Testing)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

COMPREHENSIVE SAFETY PLAN (continued)

6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

(cf. 1020 - Youth Services)

7. Procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of the school

(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)

8. Procedures for receiving verification from law enforcement that a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

(cf. 5116.1 Interdistrict Open Enrollment)

9. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for the closing of campuses to outsiders, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

(cf. 1250 - Visitors/Outsiders)
(cf. 3515 - Campus Security)
(cf. 3515.3 - District Police/Security Department)
(cf. 3530 - Risk Management/Insurance)
(cf. 5112.5 - Open/Closed Campus)
(cf. 5131.5 - Vandalism, Theft and Graffiti)

10. Crisis prevention and intervention strategies, which may include the following:

    a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

(cf. 3515.2 - Disruptions)
(cf. 3515.5 - Sex Offender Notification)
(cf. 5131.4 - Student Disturbances)

    b. **Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offenders(s)**

COMPREHENSIVE SAFETY PLAN (continued)

cb. Assignment of staff members responsible for each identified task and procedure

dc. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

ed. Coordination of communication to schools, Board of Trustees members, parents/guardians, and the media

(cf. 1112 - Media Relations)
(cf. 9010 - Public Statements)

fe. Development of a method for the reporting of violent incidents

gf. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

11. Staff training in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

COMPREHENSIVE SAFETY PLAN

The Board of Trustees recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 5131 - Conduct)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The school site council at each district school shall write and develop a comprehensive school safety plan relevant to the needs and resources of that particular school. **New school campuses shall develop a safety plan within one year of initiating operations** (Education Code 32281).

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

The school safety plan shall take into account the school's staffing, available resources and building design, as well as other factors unique to the site.

Each school shall forward **its comprehensive** ~~the~~ safety plan to the Board for approval. (Education Code 32288)

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year. (Education Code 32286)

The Board shall review the comprehensive ~~districtwide and/or school~~ safety plan(s) in order to ensure compliance with state law, Board policy and administrative regulation **and shall approve the plan(s) at a regularly scheduled meeting.**

COMPREHENSIVE SAFETY PLAN (continued)

~~Each school shall review and update its safety plan by March 1 of each year. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32286)~~

~~*(cf. 0510 – School Accountability Report Card)*~~
(cf. 0500 – accountability)
(cf. 9320 – Meetings and Notices)

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with a representative of an employee bargaining unit, if he/she chooses to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

~~The Board shall approve the plan at a regularly scheduled meeting and the adoption of the plan shall not be a consent item. At a minimum, the Board shall discuss both of the following: (Education Code 35294.22)~~

~~1. How the safety plan addresses the needs of each school and students within that school~~

~~2. How the school site council or safety planning committee, when writing the plan, considered the "three essential components" described in Education Code 35294.21, including assuring each student a safe physical environment; assuring each student a~~

7.5.10

COMPREHENSIVE SAFETY PLAN (continued)

~~safe, respectful, accepting, and emotionally nurturing environment; and developing each student's resiliency skills~~

~~*(cf. 9322 - Agenda/Meeting Materia*~~

Public Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 - Access to District Records)
~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of sex discrimination
32260-32262 Interagency School Safety Demonstration Act of 1985
32270 School safety cadre
32280-32289 School safety plans
32290 Safety devices
35147 School site councils and advisory committees
35183 School dress code; uniforms
35291 Rules
35291.5 School-adopted discipline rules
35294.10-35294.15 School Safety and Violence Prevention Act
41510-41514 School Safety Consolidated Competitive Grant Program
~~*35294.20-35294.25 Double-Your-Cash program*~~
~~*41510-41514 School safety and consolidated grant*~~
48900-48927 Suspension and expulsion
48950 Speech and other communication
49079 Notification to teacher; student act constituting grounds for suspension or expulsion
67381 Violent crime
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
626.8 Disruptions
11164-11174.3 Child Abuse and Neglect Reporting Act
CALIFORNIA CONSTITUTION
Article 1, Section 28(c) Right to Safe Schools
CODE OF REGULATIONS, TITLE 5
11987-11987.7 School Community Violence Prevention Program requirements
11992-11993 Definition, persistently dangerous schools
UNITED STATES CODE, TITLE 20
7101-7165 Safe and Drug Free Schools and Communities, ~~especially:~~
7912 Transfers from persistently dangerous schools
~~*7114 Application for local educational agencies*~~
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

Management Resources: (see next page)

7.5.11

COMPREHENSIVE SAFETY PLAN (continued)

Management Resources:

CSBA PUBLICATIONS
Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
~~*911! A Manual for Schools and the Media During a Campus Crisis, 2001*~~
~~*Protecting Our Schools: Board of Trustees Strategies to Combat School Violence, 1999*~~
~~*CDE PUBLICATIONS*~~
Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Safe Schools: A Planning Guide for Action, 2002
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003
Early Warning, Timely Response: A Guide to Safe Schools, August 1998
U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2002
WEB SITES
CSBA: http://www.csba.org
~~*American Red Cross: http://www.redcross.org*~~
California Department of Education, Safe Schools Office: http://www.cde.ca.gov/ls/ss
*California ~~Office of~~ Emergency **Management Agency** ~~Services:~~ http://www.~~oes.ca.gov~~ calema.ca.gov*
~~*California Seismic Safety Commission: http://www.seismic.ca.gov*~~
~~*Federal Bureau of Investigation: http://www.fbi.gov*~~
California Healthy Kids Survey: http://chks.wested.org
Centers for Disease Control and Prevention: http://www.cdc.gov/ViolencePrevention
Federal Bureau of Investigation: http://www.fbi.gov
National Alliance for Safe Schools: http://www.safeschools.org
National Center for Crisis Management: http://www.schoolcrisisresponse.com
National School Safety Center: http://www.nssc1.org
~~*U.S. Department of Education, Safe Schools: http://www.ed.gov/about/offices/list/osers/osep/gtss.html*~~
U.S. Department of Education: http://www.ed.gov
U.S. Secret Service, National Threat Assessment Center: http://www.secretservice.gov/ntac_ssi.shtml

GUIDELINES FOR USE OF BANK CREDIT CARDS

School district bank credit cards shall be used only for valid district employee expenses while on authorized district attendance at conferences, conventions, seminars and meetings associated with school-related business and travel.

Valid district expenses while traveling on authorized district business should be actual and necessary. Actual expenses in accordance with limits established by AR 4133, being supportable by documentation and necessary expenses generally include:

1. Hotel/motel (lodging) expenses at single rates unless dual occupancy of room is by other district employee/representative.

2. Meals/food purchased by the district employee for him/herself or other district employee. Meals purchased for community representatives when the meeting concerns a "valid public purpose". Tips may be reimbursed at the rate of 15%.

3. Car rental agreement, airline tickets, or other documented transportation costs.

The forgoing charges are those expenditures most typically incurred while attending district-related business; however, it is not all inclusive.

Retain all itemized customer copy receipts of the credit card charge slips (vouchers) including appropriate detail to identify expenditure and submit them to your chief site administrator or to the appropriate director/designee upon return from business/trip in addition to a copy of your Request for Leave/Professional Conference and Statement of Claim form. All lodging expenses must have vendor name and address, name of district employee, room rate, and dates of stay. On itemized lodging voucher, indicate whether all other charges are personal or business-related. (Occasionally, personal expenses are included on an otherwise valid district expense voucher. For example, a hotel bill may indicate charges for personal telephone calls. In such instances, employee shall pay for the indicated expenses separately prior to departure, so they will not be reflected on the credit card slip).

It is the responsibility of the credit card user to obtain copies of the charge slips. Accounting will not be able to process payment without those charge slips.

The school district bank credit card may not be used for any personal expenses, including:

1. Lodging and meals of spouses or family members of the district representative at business meetings or conferences.

2. Meals of community members or public officials as part of meetings which serve only as "public relations" purpose as opposed to school-related business.

3. Personal expenses, including but not limited to, alcoholic beverages, telephone calls, dinner theater tickets, video movies, laundering, barbering, flower arrangements and the like.

4. Personal vehicle-related expenses (fuel, maintenance, repairs, etc.). Reimbursement for use of personal vehicle to conduct district business shall be reimbursed for actual expenses at the mileage rate approved by the Governing Board.

The above are not valid district expenses and, therefore, are not to be charged to the district credit card. Use of the district credit card for personal expenses is prohibited even if you intend to pay the district for such expenses.

All district bank credit card users shall submit a Purchase Order Requisition to the Business Office for encumbrance of funds prior to expenses for conference/meeting registration, lodging, meals and travel. When possible, the established purchase order procedure shall be used for payment of lodging, registration fees, airline tickets, etc.

Additionally, each employee must read and sign the established form "Authorized Credit Card Use" prior to the actual issuance of a district bank credit card. The use of a district credit card is extended as a privilege and may be revoked at any time for

Legal Reference:

EDUCATION CODE
35020 Duties of employees fixed by governing board
35160 Authority of governing boards
35160.1 Powers and duties
42634 Funds of a school district
44032 Travel expense payment

GUIDELINES FOR USE OF BANK CREDIT CARDS

Authorized Credit Card Use

I hereby agree that Western Placer Unified School District bank credit card number will be used solely for valid district expenses incurred while on authorized district travel. I understand that I am totally responsible for any unauthorized use of this credit card while in my possession.

Date Card Received_____

_____

Print Name

_____

Print Title

_____

Signature

Date Credit Card Returned_____

_____

Signature

REVIEW

Regulation approved:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

7.5.15

INTEGRATED WASTE MANAGEMENT

The Board of Trustees believes that the conservation of ~~water, energy and other~~ natural resources ~~as well as~~ **and** the protection of the environment are essential to the health and well-being of the community. The Superintendent or designee shall develop **and/or implement a cost-effective,** ~~an~~ integrated waste management program ~~to reduce waste, conserve natural resources and protect the environment~~ **that incorporates the principales of green school operations**.

(cf. 0100 – Philosophy)
(cf. 3510 – Green School Operations)
(cf. 3511 - Energy and Water Conservation)
(cf. 3514 - Environmental Safety)
(cf. 3514.2 - Integrated Pest Management)

~~The program shall include specific strategies designed to help the district reduce waste generation and improve efficiency in using natural resources in all areas of its operations.~~
The district's program shall include strategies designed to help the district reduce solid and hazardous waste generation, improve efficiency in its use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

(cf. 3300 - Expenditures and Purchases)
(cf. 3517 - Facilities Inspection)

The Superintendent or designee may collaborate with city, county and state agencies **and other public or private agencies** in developing and implementing the district's integrated waste management program.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 7131 - Relations with Local Agencies)

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program including applying for available grants or other cost-reducing incentives.

To the extent the funding permits, ~~T~~the Superintendent or designee shall provide appropriate **educational and** training opportunities to students and staff regarding the benefits and methods of conserving natural resources and protecting the environment.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6142.5 - Environmental Education)
(cf. 6142.93 - Science Instruction)

7.5.16

INTEGRATED WASTE MANAGEMENT (continued)

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

Legal Reference:

EDUCATION CODE
8700-8707 Environmental education
17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards
17072.35 New construction grants; use for designs and materials for high performance schools
32370-32376 Recycling paper
33541 Environmental education
~~*51226.4 Environmental ambassador pilot program*~~
PUBLIC RESOURCES CODE
25410-25421 Energy conservation assistance
40050-40063 ***Waste management;*** *integrated waste management* ~~*act*~~
41780 Waste diversion
42620-42622 Source reduction and recycling programs
42630-42647 School site source reduction and recycling
42649-42649.7 Recycling of commercial solid waste
CODE OF REGULATIONS, TITLE 13
17225.12 Commercial solid waste

Management Resources:

~~*CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD PUBLICATIONS*~~
~~*A District-wide Approach to Recycling—A Guide for School Districts, Pub. # 500-94-009*~~
~~*Seeing Green through Waste Prevention—A Guide for School Districts, Pub. # 500-94-010*~~
~~*Going Beyond Recycling, Buying Recycled—A Guide for School Districts, Pub. # 322-95-001*~~
~~*Reusable School News*~~
WEB SITES
CSBA: http://www.csba.org
California Department of Resources Recycling and Recovery:
~~*California Integrated Waste Management Board: http://www.ciwmb.ca.gov*~~
http://www.calrecycle.ca.gov/ReduceWaste/Schools
California Division of State Architect: http://www.dsa.ca.gov
California energy Commission: http://www.energy.ca.gov
California Environmental Protection Agency: http://www.calepa.ca.gov
U.S. EPA: http//www.epa.gov

INTEGRATED WASTE MANAGEMENT

~~To ensure efficient utilization of natural and material resources, the Superintendent or designee shall work towards instituting the following~~ **For all applicable areas of district operations, the Superintendent or designee shall design an integrated waste management program that minimizes the generation of waste, encourages the recovery and diversion of reusable materials from the waste stream, improves efficiency in the utilization of natural and material resources, and protects the environment. The program shall implement** measures and/or practices:

1. Reduce ~~waste generation by reducing~~ the consumption of disposable materials, **increase the** composting of organic materials and fully utilizing all materials prior to disposal.

(cf. 3510 - Green School Operations)

2. Recycle materials such as paper, glass, plastic and aluminum~~, and minimize the use of non-biodegradable products.~~

   Any school site or district facility which generates more than four cubic yards of commercial solid waste per week shall take at least one of the following actions: (Public Resources Code 42649.2; 14 CCR 17225.12)

   a. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that may include collection, self-hauling, or other arrangement for the pickup of the recyclable materials

   b. Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation

3. Prefer recycled and other environmentally preferable products when procuring materials for use in district schools and buildings or contracting for the construction or modernization of any district building.

(cf. 3300 – Expenditures and Purchasing)
(cf. 3311 - Bids)
(cf. 3312 - Contracts)
(cf. 7110 - Facilities Master Plan)

~~4. Work with vendors and contractors to use packaging and delivery materials that generate less waste.~~

~~4~~5. Work with city, county or other government agencies to locate markets for the district's reusable and recyclable materials.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 7131 - Relations with Local Agencies)

7.5.18

INTEGRATED WASTE MANAGEMENT (continued)

5. **Minimize the use of nonbiodegradable materials and work with vendors and contractors to use packaging and delivery materials that generate less waste**

EARTHQUAKE EMERGENCY PROCEDURE SYSTEM

Earthquake Preparedness

An earthquake emergency procedure system shall be established in every school building having an occupant capacity of 50 or more students, or more than one classroom. **and shall be incorporated into the comprehensive safety plan.** (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

~~Earthquake emergency procedures shall be incorporated into the comprehensive safety plan. The procedures shall include, but not be limited to, all of the following: (Education Code 32282)~~

Earthquake emergency procedures shall be aligned with the Standardized Emergency Management System and the National Incident Management System. (Government Code 8607; 19 CCR 2400-2450)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may work with the California Emergency Management Agency and the Seismic Safety Commission to develop and establish the earthquake emergency procedures. (Education Code 32282)

Earthquake emergency procedures shall outline the roles and responsibilities of students and staff during and after an earthquake.

Earthquake emergency procedures shall include, but not be limited to, all of the following: (Education Code 32282)

1. A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff

2. A drop procedure whereby each student and staff member takes cover under a table or desk, dropping to his/her knees, with the head protected by the arms and the back to the windows

3. Protective measures to be taken before, during, and following an earthquake

4. A program to ensure that students and certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system

~~*(cf. 0450 - Comprehensive Safety Plan)*~~
~~*(cf. 3516 - Emergency and Disaster Preparedness Plan)*~~
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

7.5.20

EARTHQUAKE EMERGENCY PROCEDURE SYSTEM (continued)

Staff and students shall be informed of the dangers to expect in an earthquake and procedures to be followed. Students shall be instructed to remain silent and follow directions given by staff in such an emergency. Staff and students also shall be taught safety precautions to take if they are in the open or on the way to or from school when an earthquake occurs.

~~The Superintendent or designee may work with the California Office of Emergency Services and the Seismic Safety Commission to develop and establish the earthquake emergency procedures. (Education Code 32282)~~

Earthquake emergency procedures shall designate primary and alternative locations outside of buildings, which may include areas off campus if necessary, where individuals on a school site will assemble following evacuation. In designating such areas, the Superintendent or designee shall consider potential post-earthquake hazards outside school buildings including, but not limited to, power lines, trees, covered walkways, chain link fences that may be an electric shock hazard, and areas near buildings that may have debris.

Earthquake emergency procedures also shall outline primary and alternative evacuation routes that avoid areas with potential hazards to the extent possible. The needs of students with disabilities shall be considered when planning evacuation routes.

The Superintendent or designee shall consider the danger of a post-earthquake tsunami when developing evacuation routes and locations, including the need to evacuate to higher ground.

The Superintendent or designee shall identify at least one individual within each building to determine if an evacuation is necessary, the best evacuation location, and the best route to that location when an earthquake occurs.

The Superintendent or designee shall identify potential earthquake hazards in classrooms and other district facilities, including, but not limited to, areas where the main gas supply or electric current enters the building, suspended ceilings, pendant light fixtures, large windows, stairwells, science laboratories, storage areas for hazardous materials, shop areas, and unsecured furniture and equipment. To the extent possible, dangers presented by such potential hazards shall be minimized by securing equipment and furnishings and removing heavy objects from high shelves.

~~Earthquake emergency procedures shall identify and address potential earthquake hazards in classrooms and other district facilities. Equipment and furniture, such as bookshelves, cabinets, computers, and laboratory equipment, shall be secured to the extent possible, and heavy objects moved from high shelves, in order to minimize hazards in the event of an earthquake.~~

7.5.21

EARTHQUAKE EMERGENCY PROCEDURE SYSTEM (continued)

~~Earthquake emergency procedures also shall outline roles and responsibilities of students and staff during and after an earthquake.~~

~~Earthquake Education~~

~~Students shall be informed of the dangers to expect in an earthquake and procedures to be followed. Students shall be instructed to remain silent and follow directions given by teachers or other staff in such an emergency.~~

~~Drop procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools. (Education Code 32282)~~

~~Students also shall be taught safety precautions to take if they are in the open or on the way to and from school when an earthquake occurs and an adult is not present to give specific directions.~~

Earthquake While Indoors at School

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

1. Staff shall have students perform the drop procedure. Students should stay in the drop position until the emergency is over or until further instructions are given.

2. In laboratories, burners should be extinguished if possible before taking cover.

3. As soon as possible, **staff** ~~teachers~~ shall move the students away from windows, shelves, and heavy objects and furniture that may fall.

4. **After the earthquake, the principal or designee shall determine whether planned evacuation routes and assembly locations are safe and shall communicate with teachers and other staff.** ~~Teachers shall have students evacuate the building in an orderly manner when the earthquake is over.~~

5. **When directed by the principal or designee to evacuate, or if classrooms or other facilities present dangerous hazards that require immediate evacuation, staff shall account for all students under their supervision and shall evacuate the building in an orderly manner.**

Earthquake While Outdoors on School Grounds

When an earthquake occurs, the following actions shall be taken by staff or other persons in authority who are outdoors on school grounds:

7.5.22

EARTHQUAKE EMERGENCY PROCEDURE SYSTEM (continued)

1. Staff shall direct students to walk away from buildings, trees, overhead power lines, power poles, or exposed wires.

2. Staff shall have students perform the drop procedure.

3. Staff shall have students stay in the open until the earthquake is over or until further directions are given.

Earthquake While on the Bus

~~If students are on the school bus when an earthquake occurs:~~

~~1. The bus driver shall pull to the side of the road away from any buildings, poles, wires, overhead structures, or bridges if possible, set the brakes, and turn off the ignition.~~

~~2. The driver shall have students remain at their seats and perform the drop procedure.~~

~~3. The driver shall wait until the earthquake is over before proceeding on the route.~~

~~4. As soon as possible, the driver shall contact the director of transportation for instructions.~~

If students are on the school bus when an earthquake occurs, the bus driver shall take proper precautions to ensure student safety, which may include pulling over to the side of the road or driving to a location away from outside hazards, if possible. Following the earthquake, the driver shall contact the Superintendent or designee for instructions before proceeding on the route or, if such contact is not possible, drive to an evacuation or assembly location.

(cf. 3543 - Transportation Safety and Emergencies)

Subsequent Emergency Procedures

After the earthquake **episode** has subsided, the following actions shall be taken:

1. **Staff shall** ~~Small fires shall be~~ extinguished if **safe.** ~~possible~~.

2. ~~In outside assembly areas,~~ Staff shall provide assistance **first aid** to any injured students, take roll, and report missing students to the principal or designee.

3. **Staff and students shall refrain from lighting any stoves or burners or operating any electrical switches until the area is declared safe.**

7.5.23

EARTHQUAKE EMERGENCY PROCEDURE SYSTEM (continued)

4. All buildings shall be inspected for water and gas leaks, electrical breakages, and large cracks or earth slippage affecting buildings.

5. The principal or designee shall post staff at safe distances from all building entrances and instruct staff and students to remain outside the buildings until they are declared safe.

~~3~~6. The principal shall request assistance as needed from the county or city civil defense office or fire and police departments, **city and county building inspectors, and utility companies** and shall confer with them regarding the advisability of closing the school.

7. **The principal or designee** ~~He/she~~ shall ~~also~~ contact the Superintendent or designee for further instructions **after assessing the earthquake damage**.

~~4. The principal shall post staff at a safe distance from all building entrances to see that no one reenters until the buildings are declared safe.~~

~~5. All buildings shall be inspected for water and gas leaks, electrical breakages, and large cracks or earth slippage affecting buildings. The principal shall notify utility companies of any break or suspected break in lines which may present an additional hazard. If damage has occurred, the custodian shall shut off all utilities.~~

~~6. Staff and students shall not light any stoves or burners until the area is declared safe.~~

7. ~~If the principal or designee believes the school is damaged sufficiently to be a hazard, he/she shall notify the Superintendent or designee and ask that the county or city building inspector check for structural failure and equipment adequacy. Until this is done, the building shall not be occupied.~~ **The principal or designee shall contact the Superintendent or designee and request further instructions after assessing the earthquake damage.**

8. The Superintendent or designee shall provide updates to parents/guardians of district students and members of the community about the incident, any safety issues, and follow-up directions.

(cf. 1112 - Media Relations)

Legal Reference: (see next page)

7.5.24

EARTHQUAKE EMERGENCY PROCEDURE SYSTEM (continued)

Legal Reference:

EDUCATION CODE
32280-32289 School safety plans
GOVERNMENT CODE
3100 Public employees as disaster service workers
8607 Standardized Emergency Management System
CODE OF REGULATIONS, TITLE 19

Management Resources:

CALIFORNIA EMERGENCY MANAGEMENT AGENCY PUBLICATIONS
The ABCs of Post-Earthquake Evacuation: A Checklist for School Administrators and Faculty
Guide and Checklist for Nonstructural Earthquake Hazards in California Schools, January 2003
School Emergency Response: Using SEMS at Districts and Sites, June 1998
FEMA PUBLICATIONS
Guidebook for Developing a School Earthquake Safety Program, 1990
WEB SITES
American Red Cross: http://www.redcross.org
California Office of Emergency Services: http://www.oes.ca.gov
California Seismic Safety Commission: http://www.seismic.ca.gov
Federal Emergency Management Agency (FEMA): http://www.fema.gov/hazards/earthquakes
National Incident Management System: http://www.fema.gov/emergency/nims