

**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**

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

**DISTRICT ADMINISTRATION**

Scott Leaman, Superintendent  
 Mary Boyle, Deputy Superintendent of Educational Services  
 Joyce Lopes, Assistant Superintendent of Business Services  
 Cathy Allen, Assistant Superintendent of Facilities and Maintenance Services

**STUDENT ENROLLMENT**

<b><u>School</u></b>	<b><u>2009 CBEDS</u></b>	<b><u>02/01/11</u></b>	<b><u>03/08/11</u></b>
Sheridan School (K-5)	88	82	84
First Street School (K-5)	411	455	454
Carlin C. Coppin Elementary (K-5)	446	403	398
Creskide Oaks Elementary (K-5)	624	635	635
Twelve Bridges Elementary (K-5)	708	724	726
Foskett Ranch Elementary (K-5)	542	543	544
Lincoln Crossing Elementary (K-5)	608	613	610
Glen Edwards Middle (6-8)	632	687	684
Twelve Bridges Middle School (6-8)	837	817	813
Lincoln High School (9-12)	1,471	1,441	1,441
Phoenix High School (10-12)	80	84	84
PCOE Home School	0	0	0
<b>TOTAL:</b>	<b>6,447</b>	<b>6,479</b>	<b>6,453</b>

**Preschool/Head Start**

First & J Street 24  
 Carlin Coppin 23 - A.M. /20 - P.M.  
 Sheridan 20

**Pre-K/Special Ed**

Foskett 19  
 FSS PPPIP 60  
 Carlin Coppin 9

**Adult Education** 241

**First-5 Program**

First Street 20-A.M. / 13-P.M.  
 Sheridan 9

**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**  
April 5, 2011, 7:00 P.M.  
**LINCOLN HIGH SCHOOL – PERFORMING ARTS THEATER**  
790 J Street, Lincoln, CA 95648

## **AGENDA**

**2010-2011 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.

### **6:00 P.M. START**

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

### **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, Mary Boyle, Deputy

Superintendent of Educational Services, Ryan Davis, Director of Human Services

Joyce Lopes, Superintendent of Business Services

- 2.2 PUBLIC EMPLOYE DISCIPLINE/DISMISSAL/RELEASE**

- 2.3 INTERDISTRICT ATTENDANCE APPEAL**

a. Interdistrict Request Appeal 11/12 - 1

b. Interdistrict Request Appeal 11/12 - 2

### **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, Mary Boyle, Deputy

Superintendent of Educational Services, Ryan Davis, Director of Human Services

Joyce Lopes, Superintendent of Business Services

- 3.2 PUBLIC EMPLOYE DISCIPLINE/DISMISSAL/RELEASE**

- 3.3 INTERDISTRICT ATTENDANCE APPEAL**

a. Interdistrict Request Appeal 11/12 - 1

b. Interdistrict Request Appeal 11/12 - 2

April 6, 2011

**Agenda**

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**4. SPECIAL ORDER OF BUSINESS**

- 4.1 Recognition of Lincoln High School's Freshmen Basketball Team
- 4.2 Recognition of Lincoln High School's Robotics Team
- 4.3 Recognition of Lincoln High School by the College Board for Advanced Placement Achievement.

**5. CONSENT AGENDA**

**NOTICE TO THE PUBLIC**

All items on the Consent Agenda will be approved with one motion, which is not debatable and requires a unanimous vote for passage. If any member of the Board, Superintendent, or the public, so request, items may be removed from this section and placed in the regular order of business following the approval of the consent agenda.

- 5.1 Approval of Meeting Minutes for:
  - March 1 & 15, 2011 Regular Board of Trustee Meeting
- 5.2 Approval of Warrants.
- 5.3 Classified Personnel Report
- 5.4 Certificated Personnel Report
- 5.5 Approve Library Advisory Committee members.
- 5.6 Approve two contracts for Architectural and Engineering Services between MCA, Inc. and the Western Placer Unified School District.
- 5.7 Approve ratification of Quitclaim Deed.
- 5.8 Approve purchase of 96 x 40 Multi-Use Building at Creekside Oaks from Doupnik Manufacturing.
- 5.9 Approve Service Agreement with LunchByte for point of purchase sales software for school breakfast and lunch programs.

*Roll call vote:*

**6. COMMUNICATION FROM THE PUBLIC**

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda, but within the board's subject matter jurisdiction. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose "Request to Address Board of Trustees" are located at the entrance to the Performing Arts Theater. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

**7. REPORTS & COMMUNICATION**

- 7.1 Lincoln High School, Student Advisory – Carlos DeLa Fuente
- 7.2 Western Placer Teacher's Association – Mike Agrippino
- 7.3 Western Placer Classified Employee Association – Mike Kimbrough
- 7.4 Superintendent - Scott Leaman
- 7.5 Assistant Superintendent of Maintenance and Facilities - Cathy Allen
  - Going Green Presentation on Energy Efficiency & Sustainability

**8. ♦ACTION ♦DISCUSSION ♦INFORMATION**

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

April 6, 2011

Agenda

- 8.1 Discussion/ **CONSIDER ADOPTING RESOLUTION NO.10/11.15 REGARDING**  
Action **EARLY RETIREMENT INCENTIVE PROGRAM THROUGH THE**  
**PUBLIC AGENCY RETIREMENT SERVICES (PARS) &**  
**AUTHORIZING THE DISTRICT TO ENTER INTO AN**  
**AGREEMENT WITH PARS TO DESIGN AND ADMINSTRATE A**  
**SUPPLEMENTARY RETIREMENT PLAN (SRP) FOR ELIGIBLE**  
**EMPLOYEES PROVIDED THERE IS SUFFICIENT EMPLOYEE**  
**PARTICIPATION** – Davis (10-11 G & O Component I, IV, V)  
•The Western Placer Unified School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage senior Certificated and senior Classified Employees to retire early. The goal of the program is to generate savings, or at a minimum, no cost to the District by increasing the numbers of retirements in the 2-010-2011 school year. The PARS breakeven scenario is projected to save the District approximately 158,085 or more in 2011-2012 and approximately 268, 388 or more cumulative over 5 years. The program allows the District to offer the plan, conduct enrollments, analyze the participation, and elect to move forward or cancel the program depending on the participation and overall projected savings or cost of the program.  
*Roll call vote:*
- 8.2 Discussion/ **RATIFICATION OF THE ADDENDUM TO THE MEMORANDUM**  
Action **OF UNDERSTANDING WITH WPTA DATED FEBRUARY 14,**  
**2011 REGARDING A CORRECTION TO THE SALARY**  
**SCHEDULE** – Davis (10-11 G & O Component I, IV, V)  
•The Western Placer Unified School District and the Western Placer Teachers Association have signed a Memorandum of Understanding regarding furlough days, salary, benefit changes, extension of the retirement notification date and other times for the 2011/2012 school year. On March 1, 2011 the Board ratified the MOU. WPUSD and WPTA have now signed an Addendum to the MOU in order to make some corrections to the 2011-2012 Salary Schedule which was incorporated by reference into the MOU.
- 8.3 Discussion/ **ADOPTION OF WPUSD TENTATIVE STUDENT/TEACHER**  
Action **CALENDAR FOR 2011-2012 SCHOOL YEAR** – Davis (10-11 G & O  
Component I, IV, V)  
•The Western Placer Unified School District and the Western Placer Teachers Association have signed a Tentative Agreement regarding the Work Year Article to the Collective Bargaining Agreement which was approved by the Board at the March 15, 2011 Board meeting. Adopting this tentative calendar would allow the District to post this tentative calendar in order for staff and families to begin that planning process for the 2011-2012 school year.
- 8.4 Discussion/ **APPROVE RESOLUTION NO. 10/11.14 IN SUPPORT OF**  
Action **POSSIBLE APPLICATION TO OPSC FOR UPCOMING**  
**CONSTRUCTION PROJECT** – Allen (10-11 G & O Component I, IV, V)  
•The OPSC requires local School Board approval for applications submitted to the state for funding. The accompanying Resolution fulfills that requirement for the projects scheduled for summer 2011.  
*Roll call vote:*

April 6, 2011

Agenda

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**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.

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

**9.2 BOARD MEMBER REPORTS/COMMENTS**

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

The President will establish the following meeting(s):

➤ April 19, 2011 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School Performing Arts Theater – **PLEASE NOTE MEETING CHANGE LOCATION**

**11. ADJOURNMENT**

<p><b>BOARD BYLAW 9320:</b> 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</p>
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Posted: 040111

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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 – Main Office Conference Room

Date: Tuesday, April 5, 2011

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 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
- 
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 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**
    - 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

**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

Mary Boyle, Deputy Superintendent

Ryan Davis, Director of Human Services

Joyce Lopes, Assistant Superintendent  
of Business Services

**AGENDA ITEM AREA:**

Disclosure of action taken in  
closed session

**REQUESTED BY:**

Ryan Davis

Director of Human Services

**ENCLOSURES:**

No

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**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.

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

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**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/  
RELEASE

**AGENDA ITEM AREA:**

Closed Session

**REQUESTED BY:**

Board of Trustees

**ENCLOSURES:**

No

**DEPARTMENT:**

Ryan Davis  
Director of Human Services

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

**RECOMMENDATION:**

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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Interdistrict Appeal

**AGENDA ITEM AREA:**

Disclosure of Action Taken in  
Closed Session

**REQUESTED BY:**

Scott Leaman,  
Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

- Interdistrict Request Appeal 11/12 - 1
- Interdistrict Request Appeal 11/12 - 2

**ADMINISTRATION RECOMMENDATION:**

Disclose any action taken.

**SPECIAL  
ORDER  
OF  
BUSINESS**

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

<b>MISSION STATEMENT:</b> Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.	
<b>DISTRICT GLOBAL GOALS</b>	
<ol style="list-style-type: none"><li>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</li><li>2. Foster a safe, caring environment where individual differences are valued and respected.</li><li>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.</li><li>4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.</li><li>5. Promote student health and nutrition in order to enhance readiness for learning.</li></ol>	

**SUBJECT:**

Recognition of LHS Freshmen  
Basketball Team

**AGENDA ITEM AREA:**

Special Order of Business

**REQUESTED BY:**

Scott Leaman,  
Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustees would like to recognize the Lincoln High School Freshmen Basketball Team.

**RECOMMENDATION:**

The Administration recommends the reorganization.

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Recognition of Lincoln High School's  
Robotics Teams

**AGENDA ITEM AREA:**

Special Order of Business

**REQUESTED BY:**

Mary Boyle  
Deputy Superintendent Educational Services

**ENCLOSURES:**

Attachment

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

Sponsors/Lottery

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Lincoln High School is going robotic! Under the direction of Marilou Edwards, LHS Physics instructor, and with volunteer help from her engineer husband, James Edwards, over 30 Lincoln High School students have spent the major part of their "free time" this school year studying engineering and technological science as they have created and competed with LHS's first robots. The students and their coaches have taken over an empty portable classroom across the parking lot from Lincoln High School as they have learned the intricacies of engineering, computer programming, robotics planning, team-building, fund-raising, and competition. Their sponsors include JCPenney, Pasco Scientific, Google, and of course, Western Placer Unified. They have teamed up with other LHS Career Technical Education instructors and students in this endeavor, beginning with the FIRST Tech Challenge (FTC) last fall. As a rookie team, the students created their first robots as they learned to work together in a real-world engineering environment, earning a second place finish in that competition. In December at the Galt Qualifier, LHS did well, earning 3<sup>rd</sup> Place and the Motivate Award. Over the past weekend, they competed in the coveted FRC (First Robotics Competition) in Silicon Valley, creating a website (check them out at [fightingzbots.org](http://fightingzbots.org)), and entering their Fighting Z-Bots with the Team Motto - "A team, not a herd". Western Placer Unified is very impressed with our Lincoln High School students and staff and commends their work in bringing robotics to Lincoln High School!

**RECOMMENDATION:**

Recognition of Marilou Edwards, James Edwards, and the LHS Robotics Teams!

4.2

## Fighting ZBots FIRST FRC team #3505

*We took first place in the football homecoming float contest!*

## About Us

The Fighting Zbots is a rookie FIRST Robotics team based at Lincoln High School in Lincoln, CA. It was co-founded by the school's physics teacher, Mrs. Marilou Edwards, and her husband, Mr. James Edwards.

The Zbots' first robotics qualifying competition, FIRST Tech Challenge (FTC), was certainly a challenge! With their rookie qualifying competition under their belts, the Zbots are ready for their FIRST Robotics Competition (FRC) season to begin! At the same time, the Zbots will be traveling to Newark, CA to compete in their first FTC Championship Tournament.

The goal of the Fighting Zbots, inspired by FIRST, is to encourage like-minded students interested in the engineering field to come together to explore the world of robotics while making new friendships and strengthening old ones.

The Fighting Zbots are looking for students who have an immediate interest, or a long-term interest, in engineering and technological science. The Zbots are hard-working students who work in a "real-world engineering environment" on campus after school. As with any competitive team sport, work, play, and dedication are key elements to a successful team. Good use of time management, reliability, and dependability are imperative in the success of each completed robot.

The Fighting Zbots are looking for a few good students who are interested in exploring the world of robotics and all that it encompasses. Meetings are held during lunch time and after school with dates being announced via morning announcements and mass texts. The Fighting Zbots is available to every student, because robotics is for everybotty!

4.2.1

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

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

**SUBJECT:**

Recognition of Lincoln High School by the  
College Board for Advanced Placement Achievement

**AGENDA ITEM AREA:**

Special Order of Business

**REQUESTED BY:**

Mary Boyle  
Deputy Superintendent Educational Services

**ENCLOSURES:**

Letter  
News Release

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

None

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Western Placer Unified School District is one of 388 school districts in the nation, and one of only 37 districts in California, being honored by the College Board with a place on its AP<sup>®</sup> Achievement List for opening Advanced Placement classroom doors to a significantly broader pool of students, while maintaining or improving the percentage of students earning scores of 3 or higher. From 2008 to 2010, Western Placer Unified School District has increased the number of students participating in AP by 30%, from 67 to 87, while improving the percentage of students earning AP Exam scores of 3 or higher, the score typically needed to earn college credit, from 61% in 2008 to 62% in 2010.

**RECOMMENDATION:**

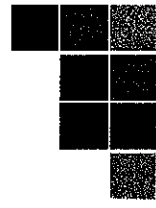
Presentation of Advanced Placement 2011 Achievement List Award to Lincoln High School.

# Western Placer Unified School District

*has been named to the*

AP<sup>®</sup> Achievement List

*in the*



Advanced Placement<sup>®</sup>  
2011 District Awards

*for*

Expanding Opportunity and  
Improving Performance for AP Students

**AP<sup>®</sup>**





# 2011

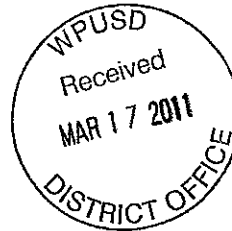
## AP<sup>®</sup> District of the Year Awards

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The following honor roll consists of the **388 U.S. public school districts** that simultaneously achieved increases in access to AP<sup>®</sup> courses for a broader number of students and also maintained or improved the rate at which their AP students earned scores of 3 or higher on an AP Exam.

March 15, 2011

Scott Leaman  
Superintendent  
Western Placer Unified School District  
600 Sixth St., Ste. 400  
Lincoln, CA 95648



Dear Scott Leaman,

On behalf of the College Board, I am pleased to congratulate Western Placer Unified School District, CA as one of 388 school districts in the nation recognized by the College Board with a place on its AP<sup>®</sup> Achievement List for opening AP classroom doors to a significantly broader pool of students, while maintaining or improving the percentage of students earning scores of 3 or higher. This letter serves as authorization for your district to include the credential of being named a 2010-2011 AP Achievement District in your web and print district profiles and other materials that highlight recognitions, honors, and distinctions earned by your district. You can do this starting as early as March 16, when the official announcement will be made.

Improvement in AP results typically takes sustained effort; the District Honor Roll is based on examination of three years of AP data: 2008, 2009, and 2010 data from all students who took AP Examinations in May of those years. Within the three year analysis, inclusion on the list is based on the following criteria:

1. Increase in participation in/access to AP by at least 4 percent in large districts, at least 7 percent in medium districts and at least 11 percent in small districts;
2. A steady or increasing percentage of exams taken by African American, Hispanic/Latino and American Indian/Alaska Native students; and
3. Performance levels maintained or improved when comparing the percentage of exams in 2010 scoring a 3 or higher to those in 2008, or the school has already attained a performance level in which more than 70 percent of the AP students are scoring a 3 or higher.

From 2008 to 2010, your district has increased the number of students participating in AP from 67 to 87, while improving the percentage of students earning AP Exam scores of 3 or higher, the score typically needed to earn college credit, from 61% in 2008 to 62% in 2010.

These nation-wide measurable achievements in AP classes are noteworthy and newsworthy. From the overall Achievement List, four school districts in the nation will be honored with 2011 *AP District of the Year* awards. Three represent large, medium and small districts that have achieved the most significant improvements in the nation in access to college-level AP courses and student performance on the end-of-course AP Exam. One district will receive The Beacon Award for its profound achievement in using AP to create a culture focused on college readiness.

Please note:

The College Board will announce its four AP Districts of the Year and the AP Achievement List on Wednesday, March 16. **This news is embargoed until then.** At that time, we will distribute the press release to national media, and we will include links to the complete Achievement List on [www.collegeboard.org](http://www.collegeboard.org).

Because it's impossible to mention all 388 school districts on the AP Achievement List in our national press release, we've drafted a sample press release [attached] so that you can announce this honor to your local media.

With minor edits you can print the release on your district letterhead and send it to local media outlets. If your district has a communications office, they can send this out for you. If you need assistance identifying appropriate local media outlets, the release also includes contact information for the College Board's office of communications, which is glad to help you. **NOTE** when customizing your release with data in this letter, in the first paragraph, be sure that you appropriately edit that as you added students your district was either (choose appropriate: [maintaining/improving] ) the percentage of students earning AP Exam scores of 3 or higher..."

Again, this news is embargoed until Wednesday, March 16, so if you reach out to your local media before then, please inform them of the embargo.

This is an inspirational benchmark for your district. Your educational manager will contact you for a follow up. If you have any questions, please contact our office at (408) 367-1515. We look forward to working with you and your teachers to support continued growth and achievement in your students.

With best regards,



Stephen McCue  
Educational Manager, K-12

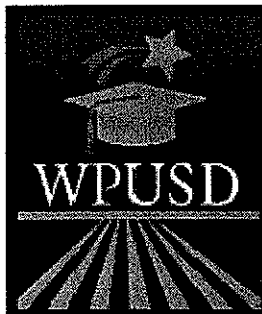


Sandra Williams Hamp  
Executive Director, K-12

Encl.

## **Western Placer Unified School District Named to AP<sup>®</sup> Achievement List by the College Board for Significant Gains in Advanced Placement<sup>®</sup> Access and Student Performance**

### **388 US Public School Districts Across the Nation Are Honored**



Lincoln, CA — Western Placer Unified School District is one of fewer than 400 school districts in the nation, and one of only 37 districts in California, being honored by the College Board with a place on its AP<sup>®</sup> Achievement List for opening AP classroom doors to a significantly broader pool of students, while maintaining or improving the percentage of students earning scores of 3 or higher. From 2008 to 2010, Western Placer Unified School District has increased the number of students participating in AP by 30%, from 67 to 87, while improving the percentage of students earning AP Exam scores of 3 or higher, the score typically needed to earn college credit, from 61% in 2008 to 62% in 2010.

“This is an indication of our district’s strong commitment to providing a challenging educational experience to all of our students,” said Scott Leaman, District Superintendent. “Lincoln High School has continued to expand its already strong college-preparatory program to ensure that all students are successful. We are extremely proud of their efforts.”

The AP Achievement List is made up of all school districts that are simultaneously expanding opportunity and improving performance, so even low-performing districts are included if they have been able to maintain or improve scores while expanding access. The list includes 388 school districts representing 43 states, with California’s 37 districts on the list representing the largest number of districts from a single state, followed by Michigan with 29 districts and Pennsylvania with 28 districts.

“Participation in college-level AP courses can level the playing field for underserved students, give them the confidence needed to succeed in college, and raise standards and performance in key subjects like science and math,” said College Board President Gaston Caperton. “The AP Achievement List districts are defying expectations by expanding access while enabling their students to maintain or improve their AP Exam scores.”

Many U.S. school districts have focused on expanding access to AP courses as part of a strategy for fostering college readiness. While these efforts have resulted in more students earning scores of 3 or better — the score typically cited as a “qualifying” or “successful” score because the majority of U.S. colleges and universities provide college credit or advanced placement for this score — these efforts have also resulted in more students now earning scores of 1 or 2. Accordingly, there has been a slight decline since 2001 in the

percentage of AP students scoring a 3 or better, a decline that is to be expected in any program attracting a broader cross-section of students.

That said, helping more students learn at a higher level *and* earn higher AP scores is an objective of all members of the AP community, from AP teachers to district and school administrators to college professors. Many are experimenting with a variety of initiatives and strategies to determine how to expand access and improve student performance simultaneously.

“These districts are living proof that when access to AP is provided for the range and breadth of prepared and motivated students, districts can achieve even higher learning outcomes for their students — and the opportunity for so many more to earn college credit and placement — than when AP opportunities were restricted to a smaller segment of the high school population,” said Trevor Packer, vice president of the College Board’s Advanced Placement Program®.

Inclusion on the list is based on the following criteria:

1. Examination of three years of AP data, from 2008 to 2010;
2. Increase in participation in/access to AP by at least 4 percent in large districts, at least 7 percent in medium districts and at least 11 percent in small districts;
3. A steady or increasing percentage of exams taken by African American, Hispanic/Latino and American Indian/Alaska Native students; and
4. Performance levels maintained or improved when comparing the percentage of exams in 2010 scoring a 3 or higher to those in 2008, *or* the school has already attained a performance level in which more than 70 percent of the AP students are scoring a 3 or higher.

Additionally, school districts with an AP student population composed of 50 percent or more traditionally underrepresented minority students (African American, Hispanic/Latino, American Indian/Alaska Native) and/or low-income students have been noted on the Achievement List to highlight significant improvements in equity and quality among the nation’s historically underserved student populations.

The complete AP Achievement List can be found at [www.collegeboard.org](http://www.collegeboard.org).

#### **About Western Placer Unified School District School District**

Western Placer Unified School District serves over 6450 students in grades preschool through 12. With one comprehensive high school, the challenge of providing an extensive multi-faceted program to a diverse student population could be daunting. Yet Lincoln High School has risen to that challenge by adding many Advanced Placement classes in recent years, ensuring that all students have the opportunity to enroll in those classes, and that enrolled students are adequately prepared for the rigors of both the AP tests and of college itself.

#### **About the Advanced Placement Program**

The College Board’s Advanced Placement Program® (AP®) enables students to pursue college-level studies while still in high school. Through more than 30 college-level courses, each culminating in a rigorous exam, AP provides willing and academically prepared students with the opportunity to earn college credit, advanced placement or both. Taking AP courses also demonstrates to college admission officers that students have sought the most rigorous curriculum available to them. Each AP teacher’s syllabus is evaluated and approved

4.3.6

by college faculty from some of the nation's leading institutions, and AP Exams are developed and scored by college faculty and experienced AP teachers. AP is accepted by more than 3,800 colleges and universities worldwide for college credit, advanced placement or both on the basis of successful AP Exam scores. This includes over 90 percent of four-year institutions in the United States. In 2010, 1.8 million students representing more than 17,000 schools around the world, both public and nonpublic, took 3.2 million AP Exams.

#### **About the College Board**

The College Board is a mission-driven not-for-profit organization that connects students to college success and opportunity. Founded in 1900, the College Board was created to expand access to higher education. Today, the membership association is made up of more than 5,900 of the world's leading educational institutions and is dedicated to promoting excellence and equity in education. Each year, the College Board helps more than seven million students prepare for a successful transition to college through programs and services in college readiness and college success — including the SAT® and the Advanced Placement Program®. The organization also serves the education community through research and advocacy on behalf of students, educators and schools. For further information, visit [www.collegeboard.org](http://www.collegeboard.org).

#### **Media Contacts:**

Mary Boyle, Deputy Superintendent Western Placer Unified School District [mboyle@wpusd.k12.ca.us](mailto:mboyle@wpusd.k12.ca.us)  
916-645-6350

Jennifer Topiel, The College Board      212-713-8052      [communications@collegeboard.org](mailto:communications@collegeboard.org)

**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:

- March 1, 2011 – Regular Meeting
- March 15, 2011 – Regular Meeting

**AGENDA ITEM AREA:**

CONSENT AGENDA

**REQUESTED BY:**

Scott Leaman,  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

- March 1, 2011 Regular Meeting
- March 15, 2011 Regular Meeting

**RECOMMENDATION:**

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

Western Placer Unified School District  
**Regular Meeting of the Board of Trustees**  
March 1, 2011, 7:00 P.M.  
**LINCOLN HIGH SCHOOL – PERFORMING ARTS THEATER**  
790 J Street, Lincoln, CA 95648

## **MINUTES**

**2010-2011 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.

### **MEMBERS PRESENT:**

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

### **OTHERS PRESENT:**

Scott Leaman, Superintendent  
Mary Boyle, Deputy Superintendent of Educational Services  
Joyce Lopes, Assistant Superintendent of Business Services  
Cathy Allen, Assistant Superintendent of Facilities & Maintenance Services  
Ryan Davis, Director of Personnel Services  
Rosemary Knutson, Secretary to the Superintendent  
Stephanie Dumm, Lincoln News Messenger  
Carlos DeLa Fuente, Student Body Representative

### **5:50 P.M. START**

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

### **5:55 P.M.**

2. **CLOSED SESSION** – Lincoln High School - Office Conference Room

- 2.1 **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**  
WPUSD, as intervener, v. Edge Development; NTD/Stichler; NTD  
Edge Design Builders; Mountain States Steel, Inc.; and DOES 1-100

- 2.2 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C.48918**  
Student Discipline/Expulsion Pursuant to E.C. 48918  
Student Expulsion # 10-11 E

- 2.3 **CONFERENCE WITH LABOR NEGOTIATOR**  
Bargaining groups: WPTA & CSEA Negotiations  
Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy  
Superintendent of Educational Services, Ryan Davis, Director of Human Services

5.1.1

March 1, 2011

Minutes

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**2.4 PERSONNEL**

**PUBLIC EMPLOYE DISCIPLINE/DISMISSAL/RELEASE**

Approve Closed Session Resolution No. 10/11.10

Authorizing the Non Re-election of Certificated (2) Probationary Employees, and the Release of (1) Temporary Certificated Employee

**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 LEGAL COUNSEL-EXISTING LITIGATION**

WPUSD, as intervener, v. Edge Development; NTD/Stichler; NTD  
Edge Design Builders; Mountain States Steel, Inc.; and DOES 1-100

No action taken.

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

Student Discipline/Expulsion Pursuant to E.C. 48918

Student Expulsion # 10-11 E

Motion by Mrs. Wyatt, seconded by Mr. Haley, and passed by a 5-0 roll call vote to expel student #10-11 E for the remainder of this school year. Roll call vote:  
Haley, Armitage, Wyatt, Long, Carras

**3.3 CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy  
Superintendent of Educational Services, Ryan Davis, Director of Human Services

No action was taken

**3.4 PERSONNEL**

**PUBLIC EMPLOYE DISCIPLINE/DISMISSAL/RELEASE**

Approve Closed Session Resolution No. 10/11.10

Authorizing the Non Re-election of Certificated (2) Probationary Employees, and the Release of (1) Temporary Certificated Employee

Mrs. Wyatt reported that in closed session the Board of Trustees took action to approve Resolution 10/11.10 as amended, authorizing the release of two Temporary Certificated Employees, and authorizing the district administration to serve required notices pertinent to Ed Code 44954. Roll call vote was taken and passed by a unanimous vote.

**4. SPECIAL ORDER OF BUSINESS - Recognition of Academic Decathlon Team**

Mr. Leaman introduced Ms. Ward, Lincoln High Schools Academic Decathlon Teacher. Ms. Ward introduced members of her team that were present. She shared how young her team is this year, and is looking forward to next year. Mr. Leaman presented each student with a Certificate of Accomplishment.

5.1.2

March 1, 2011

Minutes**5. CONSENT AGENDA**

- 5.1 Approval of Meeting Minutes for:
  - February 1 & 15, 2011 Regular Board of Trustee Meeting
- 5.2 Approval of Warrants.
- 5.3 Classified Personnel Report
- 5.4 Certificated Personnel Report
- 5.5 Approval of the Public Disclosure of the proposed Classified School Employees Association collective bargaining agreement in accordance with AB1200.

Mr. Leaman requested to pull item 5.5 for amendment. Motion by Mr. Armitage, seconded Mr. Long, and passed by a 5-0 roll call vote to approve consent agenda as presented with the exception of item 5.5. Roll call vote: Armitage, Wyatt, Long, Haley, Carras

Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 5-0 vote to approve the Modification of the CSEA Collective Bargaining Agreement presented. Page 5.5.3 was revised.

**6. COMMUNICATION FROM THE PUBLIC**

**Maria Grozav** - introduced herself, and shared her reason for addressing the board is to dispute school fees. Her family is in the process of building an addition to their home, and feels the school fees that are required for construction are too high. She is requesting that the fees be reduced, especially due to the economy and other issues. She is not asking for the fee to be waived, but feels it needs to be affordable. She is okay with paying fire and police fees to the City, but does not feel it is right to have to pay school fees. If the fees are not lowered, she will have to postpone construction. She requested the boards support on reducing the fees.

Mr. Carras explained that a letter would be sent to her in response to her request.

**7. REPORTS & COMMUNICATION**

- 7.1 Lincoln High School, Student Advisory – Carlos DeLa Fuente
  - Auditions started for the “Canterville Ghost” play. The play will be featured late April or early May.
  - Tennis had their first match with Marysville today.
  - Freshmen Basketball was this season.
  - Held a FASA workshop to assist those who needed help in completing the FASA application.
  - Lincoln High will hold freshmen orientation tomorrow at 6:00 p.m. Sports and clubs will be showcasing to attract students.
- 7.2 Western Placer Teacher’s Association, Mike Agrippino had no report
- 7.3 Western Placer Classified Employee Association, Mike Kimbrough had no report
- 7.4 Superintendent, Scott Leaman had no report

**8. ♦ACTION ♦DISCUSSION ♦INFORMATION**

- 8.1 Discussion/ **RATIFICATION OF MEMORANDUM OF UNDERSTANDING**  
 Action **WITH WPTA REGARDING BUDGET REDUCTIONS**  
**INCLUDING FURLOUGH DAYS AND MODIFICATION TO**  
**BENEFITS AMONG OTHER ITEMS** – Leaman/Davis (10-11 G & O  
 Component I, IV, V)

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•The Western Placer Unified School District and the Western Placer Teachers Association have signed a Memorandum of Understanding regarding furlough days, salary, benefit changes, extension of the retirement notification date and other items for the 2011-2012 school year. This MOU will greatly assist the District with achieving its required budget reductions for the 2011-2012 school year while saving positions and programs.

Mr. Davis explained the MOU which included 4 furlough days, salary adjustments, and benefits changes, along with other changes listed. Motion by Mr. Long, seconded Mr. Haley, and passed by a 5-0 vote to approve MOU.

**8.2 Discussion/ ADOPTION OF RESOLUTION NO. 10/11.11 REGARDING WORK YEAR REDUCTION FOR CERTIFICATED MANAGEMENT EMPLOYEES AND AUTHORIZATION FOR REQUIRED NOTICE PURSUANT TO EDUCATION CODE SECTION 22951 –**

**Action**

**Leaman/Davis (10-11 G & O Component I, IV, V)**

•Pursuant to Education Code 44951 and in order to help mitigate the anticipated budget shortfall that the District is facing, the District Administration is recommending reducing the work year for Certificated Administrators including the Superintendent by Four (4) days for the 2011-2012 school year and their compensation would be reduced accordingly thus resulting in a financial savings to the District. The work years of Classified Administrators, Confidential Employees, and WPTA bargaining unit members are addressed in other Agenda items for this Board meeting.

Ryan Davis discussed the purpose of the Resolution being presented. It includes the changes being made to help mitigate the anticipated budget shortfall that the district is facing. This Resolution will reflect the work years of Certificated Management Employees. Motion by Mrs. Wyatt, seconded by Mr. Armitage, and passed by a 5-0 vote to approve Resolution 10/11.11. Roll call vote: Wyatt, Long, Haley, Armitage, Carras

**8.3 Discussion/ ADOPTION OF RESOLUTION NO. 10/11.12 REGARDING WORK YEAR REDUCTION FOR SENIOR/CLASSIFIED MANAGEMENT EMPLOYEES AND AUTHORIZATION FOR REQUIRED NOTICE**

**Action**

**Leaman/Davis (10-11 G & O Component I, IV, V)**

•In order to help mitigate the anticipated budget shortfall that the District is facing, the District Administration is recommending reducing the work year for Senior Management and Classified Management employees by Four (4) days for the 2011-2012 school year and their compensation would be reduced accordingly thus resulting in a financial savings to the District. The work years of Certificated Administrators, Confidential Employees, and WPTA bargaining unit members are addressed in other Agenda items for this Board meeting.

Ryan Davis discussed the purpose of the Resolution being presented. It includes the changes being made to help mitigate the anticipated budget shortfall that the district is facing. This Resolution will reflect the work years of Senior/Classified Management Employees. Motion by Mr. Long,

5.1.4

March 1, 2011

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seconded by Mr. Haley, and passed by a 5-0 vote to approve Resolution 10/11.12. Roll call vote: Long, Haley, Armitage, Wyatt, Carras

**8.4 Discussion/ ADOPTION OF RESOLUTION NO. 10/11.13 REGARDING WORK YEAR REDUCTION FOR CLASSIFIED CONFIDENTIAL EMPLOYEES AND AUTHORIZATION FOR REQUIRED NOTICE**

Action

– **Leaman/Davis** (10-11 G & O Component I, IV, V)

• In order to help mitigate the anticipated budget shortfall that the District is facing, the District Administration is recommending reducing the work year for Classified Confidential employees by Four (4) days for the 2011-2012 school year and their compensation would be reduced accordingly thus resulting in a financial savings to the District. The work years of Certificated Administrators, Classified Management Employees, and WPTA bargaining unit members are addressed in other Agenda items for this Board meeting.

Ryan Davis discussed the purpose of the Resolution being presented. It includes the changes being made to help mitigate the anticipated budget shortfall that the district is facing. This Resolution will reflect the work years of Classified Confidential Employees. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 5-0 vote to approve Resolution 10/11.13. Roll call vote: Haley, Armitage, Wyatt, Long, Carras

**8.5 Discussion/ COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER**

Action

**#741 – Leaman/Davis** (10-11 G & O Component I, IV, V)

• The collective bargaining agreement between the California School Employees Association Chapter #741 and the Western Placer Unified School District is being submitted for ratification. Both parties have completed a lengthy effort to finalize the contract. The terms of the agreement will be in effect from July 1, 2010- June 30, 2013 with opportunities for both parties to reopen limited articles pursuant to the agreement.

Mr. Leaman shared his appreciation to CSEA, along with the negotiating team. It was a pleasure finalizing the Collective Bargaining Agreement. Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 vote to approve Collective Bargaining Agreement between Western Placer Unified School District and California School Employees Association Chapter #741.

**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.

- Relationship with Sierra Community College

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Minutes

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

**9.2 BOARD MEMBER REPORTS/COMMENTS**

**Mr. Armitage** met with Alex Toctney, a member of the Carpenters Union. They discussed bringing programs to the District. Mr. Armitage encouraged and recommended that Mary Boyle met with him, and have him present at a board meeting. He will also be attending "Night at the Carnegie" on Saturday, March 12<sup>th</sup>.

**Mr. Haley** had no report

**Mrs. Wyatt** thanked Cathy Allen for the invite to the CASH conference, and congratulated her for her new position on the CASH board.

**Mr. Long** expressed how proud he is of the Academic Decathlon Team, this is not a class, and it is a true commitment from these students. They need to be commended for their efforts put into the Academic Decathlon Team.

**Mr. Carras** had no report

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

The President will establish the following meeting(s):

➤ March 15, 2011 7:00 P.M., Regular Meeting of the Board of Trustee – Twelve Bridges Elementary School

**11. ADJOURNMENT**

There being no further business the meeting was adjourned at 7:36 p.m.

\_\_\_\_\_  
**Paul Carras, Board President**

\_\_\_\_\_  
**Kris Wyatt, Clerk**

\_\_\_\_\_  
**Scott Leaman, Superintendent**

\_\_\_\_\_  
**Rosemary Knutson, Secretary to the Superintendent**

**Adopted:**

**Ayes:**

**Noes:**

**Absent:**

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

Western Placer Unified School District  
**Regular Meeting of the Board of Trustees**  
March 15, 2011, 7:00 P.M.

TWELVE BRIDGES ELEMENTARY SCHOOL—Multi-Purpose Bldg.  
2450 Eastridge Drive, Lincoln, CA 95648

## MINUTES

**2010-2011 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.

### **MEMBERS PRESENT:**

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

### **OTHERS PRESENT:**

Scott Leaman, Superintendent  
Mary Boyle, Deputy Superintendent of Educational Services  
Joyce Lopes, Assistant Superintendent of Business Services  
Cathy Allen, Assistant Superintendent of Facilities & Maintenance Services  
Ryan Davis, Director of Personnel Services  
Rosemary Knutson, Secretary to the Superintendent  
Stephanie Dumm, Lincoln News Messenger  
Carlos DeLa Fuente, Student Body Representative

### **6:10 P.M. START**

1. **CALL TO ORDER** – Twelve Bridges Elementary School – Multi Purpose Building

### **6:15 P.M.**

2. **CLOSED SESSION** – Twelve Bridges Elementary School - Office Conference Room

- 2.1 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C.48918**

Student Discipline/Expulsion Pursuant to E.C. 48918  
Student Expulsion # 10-11 F

- 2.2 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations  
Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent, Ryan Davis, Director of Human Services

- 2.3 **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

5.1.7

March 15, 2011

Agenda

7:00 P.M.

**3. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – Twelve Bridges Elementary School – Multi Purpose Building**

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

Student Discipline/Expulsion Pursuant to E.C. 48918

Student Expulsion # 10-11 F

Motion by Mrs. Wyatt, seconded by Mr. Armitage, and passed by a 5-0 roll call vote to expel student for the remainder of the 2010-11 school year. Roll call: Haley, Wyatt, Long, Armitage, Carras

**3.2 CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent, Ryan Davis, Director of Human Services

No action was taken

**3.3 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

No action was taken

**4. SPECIAL ORDER OF BUSINESS**

School being featured: Twelve Bridges Elementary School.

Mr. Leaman introduced Jeremy Lyche, TBE Principal. Mr. Lyche welcomed everyone.

- PLC Program - He highlighted on the Professional Learning Community program, and shared how it has targeted on the ways it has helped the needs of all students. He introduced the First Grade team of teachers. They talked about Norms, and the timeline it took to finalize them. A list was presented and reviewed. Ms. Cern reviewed the First Grade 2<sup>nd</sup> trimester, assessment data, along with the process. Ms. Vinci reviewed the Collaboration Minutes, used as data summary for the next meeting during the PLC. The First Grade team teachers help put together and shared all this data for PLC
- VETERANS OF FOREIGN WARS (VFW) – Commander, Kent Presell, Lt. Col Doug Cooper, Quartermaster, Jon Hodson all members of the VFW shared information on “Operation Valentine” that they put together with TBE and CCC. They presented Mr. Gammelgard with a Teacher of the Year award, on behalf of the VFW and McKenzie Simpson & Family who was the winner of the National Sons of the American Revolution, Poster Contest.
- Choir performed “American Tears”
- Odyssey of the Mind – Jamie Mandel shared “Odyssey of the Mind”. She had students speak of their experiences and what they do. Students perform a challenge with the “Extreme Mousemobiles”. Students from both Twelve Bridges and First Street Elementary were recognized for advancing to State level competition of Odyssey of the Mind.

5.1.8

Agenda

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**5. CONSENT AGENDA**

- 5.1 Certificated Personnel Report
- 5.2 Approve proposal for preparation of School Facility Needs Analysis Study for Level II Fee Calculation.
- 5.3 Approve Temporary Athletic Team Coaches.
- 5.4 Approve Library Advisory Committee
- 5.5 Approve Certification of Corrective Action, Audit Findings and Recommendations.
- 5.6 Approve School Accountability Report Cards (SARC's).

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 roll call vote to approve consent agenda with the exception of item 5.4 which was pulled for committee changes by the request of Mr. Leaman.

*Roll call vote:* Wyatt, Long, Armitage, Haley, Carras

Mr. Leaman reported Karen Roberts will continue to serve on the LAC, Jane Tahiti has asked to be pulled from the committee allowing someone else to serve. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 5-0 vote to approve the LAC committee changes.

**6. COMMUNICATION FROM THE PUBLIC**

**Ramey Dern**, ESL Adult Education Teacher spoke on behalf of the ESL Class. She voiced her concern of any potential cuts to the program, and the importance to continue the program. She touched on how the program has allowed parents to help their children with homework.

**7. REPORTS & COMMUNICATION**

- 7.1 Lincoln High School, Student Advisory – Carlos DeLa Fuente reported:
  - Springs Sports are in action
  - Band has a competition on April 8<sup>th</sup> at UOP.
  - Choir is preparing for the trip to the Carnegie Hall
  - Robotics' has a tournament the first week in April
  - Prom tickets are on sale, the Prom will be held in Sacramento.
- 7.2 Western Placer Teacher's Association – Mike Agrippino had no report
- 7.3 Western Placer Classified Employee Association – Mike Kimbrough read the following: We wanted to take this time to update the Board members on our current situation with the signing of the proposed agreement for furlough days and changes to the health care benefits.

With that said, as you know, we currently have not signed this agreement yet. We are waiting for our state office to go over the financials for the District which is required before they will give a recommendation as to whether or not we should sign the agreement. Additionally though, we have a problem with the Health care benefits part as we would like to have parity between all staff members going into the future with Health care benefits. We had thought after our talks with the District this last year that we were going to have parity with Health Care benefits for all.

We do not see an issue with furlough days being used for budget reductions. Last year we had actually approached the Superintendent, letting the District know that we would like

5.19

March 15, 2011

Agenda

to discuss furlough days for this current year that we are in, but we were told by the Superintendent that he would not accept them, so it was off the table (It had previously been agreed to at the budget committee meetings that if one group took something, then all groups would last year).

We also are not totally against the increase in our co-pays for health benefits as long as all staff has parity in the Health care benefits. Once again with this issue, we had approached the Superintendent this last year and informed him that we would like to work with the District for the coming year (This year we are currently in) for Health care benefits. We stated that we would like to see the District work with all groups and we could look at increasing the co-pays, have all groups go to a hard cap (Not a floating cap that automatically increases when costs rise) and end up saving the District some money. This did not happen and other Staff's Health care benefits floated up and once again, we were offered a watered down version like we have been for years. This would have resulted in once again disproportionately higher costs for our members and members of the District's non-represented groups. After this happened, I spoke on behalf of our association at a School Board meeting last year and emphasized once again that we would like to see parity between all staff in regards to health care benefits so that we do not continue to pay more for coverage than other staff do. Later, during further talks with the District, it was determined that all staff for the first time in years, finally have parity in regards to Health care benefits and there was only one health care package that went out to staff members. This ended up costing the District about \$400,000 a year more than the previous year for all staff so there was no savings to the District as was our original intent.

After this was done, we were then approached by the superintendent and asked if we would like to conduct joint negotiations between all groups in the future for Health care benefits, which we agreed to. Our belief was then that all groups would be placed under a hard cap so there would be parity between the groups and then we would conduct joint negotiations for health care benefits (Which can only be accomplished if there is parity between the groups)

Especially in these tough economic times, we don't believe a floating cap is realistic and costs must be maintained at a sustainable level for the District to help prevent reductions in programs, teachers and Classified staff, etc. that directly affects our students.

This brings us directly back to one of the problems. CSEA wants to assist the District in different ways with budget reductions, but at the same time we also want parity and Health care benefits is a big issue.

If you look at the 2nd interim report in tonight's board packet, it shows some staff receiving a floating cap, where the cost to the District automatically raises when costs rise and other staff once again with a hard cap (No raise unless negotiated). This is not parity and is an issue that we feel troubling.

7.4 Superintendent - Scott Leaman reported the following:

- Thursday, March 17<sup>th</sup> the budget committee will review cuts.
- Will send out Open House schedule
- Enjoyed tonight's presentation, as well as Odyssey of the Mind.

5.1.10

March 15, 2011

Agenda**8. ♦ACTION ♦DISCUSSION ♦INFORMATION****8.1 Action TENTATIVE AGREEMENT BETWEEN WPUSD AND WPTA REGARDING ARTICLE XV-WORK YEAR (CALENDAR) FOR THE 2011-2012 SCHOOL YEAR – Davis (10-11 G & O Component IV, V)**

•A tentative agreement has been reached between WPUSD and WPTA on Article XV – Work Year – 2011-12 as outlined in the attached document. This tentative agreement along with placement of the furlough days for the 2011-2012 school year for WPTA employees has been ratified by the WPTA membership

Ryan Davis reported WPTA has finalized the beginning and ending of school calendar. Will continue to work on finalizing the 2011-12 school year calendar. Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 vote to approve the tentative agreement between WPUSD and WPTA regarding work year calendar for 2011-12 school year.

**8.2 Action PRESCHOOL PROGRAM COORDINATOR JOB DESCRIPTION – Boyle (10-11 G & O Component I, II, III, IV, V)**

•The first step in the district's operation of the State Preschool Program is to create a Preschool Program Coordinator job description. It is our expectation that this would be filled as a part-time position. We will then work to determine next steps in bringing back this program.

Mary Boyle presented the job description. She reviewed the current programs in place, as well as the three State Preschools that will be brought back. This position will create efficiency and cost savings, along with improving coordination. This position will be no cost to the general fund. Motion by Mr. Haley, seconded by Mrs. Wyatt, and passed by a 5-0 vote to approve the said job description.

**8.3 Discussion LINCOLN HIGH SCHOOL FARM DEED RESTRICTION – Leaman (10-11 G & O Component I, II, III, IV, V)**

•Discussion of the implementation of resolution #09/10.24 (attached) are ongoing with the Farm Foundation. A variety of options has been gathered and will be discussed.

Mr. Leaman presented information surrounding the deed restrictions. After much discussion, it was recommended that Mr. Long, Mr. Armitage, and Mr. Leaman meet with two members of the Farm Foundation to discuss the deed restrictions. A meeting will be setup to include the parties mentioned.

**8.4 Information/ APPROVAL OF AMENDED BOARD POLICY AND ADMINISTRATIVE REGULATION 5117 (Interdistrict Agreements)**  
**Discussion/**  
**Action – Leaman (10-11 G & O Component I, III, IV)**

•The board is being asked to approve amended Board Policy and Administrative Regulation 5117. There was a major change in the law concerning interdistrict policies that took effect January 1, 2011. The Board will be asked to discuss the reasons for approval of interdistricts and the new interdistrict form that will be used in the future. The new form will be mailed out to applicants that submitted the old form to the district.

5.1.11

March 15, 2011

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Mr. Leaman updated the board with the new law changes to IDA in Placer County. He reviewed changes made to policy AR 5117, along with changes made to the handbook and newly revised IDA form. Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 vote to approve revised policy AR 5117.

**8.5 Action****SECOND INTERIM REPORT - Lopes** (10-11 G & O Component I, II, III, IV, V)

- The District Board of Trustees shall certify in writing whether or not the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certifications shall be classified as positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (EC §33127).

In certifying the 2010-11 Second Interim report as positive, the Board confirms its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

The district will need to implement \$9 million in ongoing budget reductions over the next three fiscal years, or identify other available ongoing revenues, to retain a positive certification. Budget reductions of \$1.45 million have been identified for the 2011-12 fiscal year and include furlough days and benefit reductions as approved in the March 5, 2011, Board of Trustees meeting. The Budget Committee continues to work on identifying approximately \$200,000 in budget reduction recommendations for the 2011-12 fiscal year. The Budget Committee will also identify \$1.2 million in site based positions to apply to the Federal Jobs funding for 2011-12 fiscal year.

Joyce Lopes presented a power point presentation on the Second Interim, which covered the following:

- Major changes since October:
- State revised 2009-10 Basic Aide Funding
- Final SFSF funds allocation of \$320 thousand
- Interest income continues to fall
- Settlement with City for prior invoices
- Budget Assumptions – Revenue & Expenditures
- Major Changes to Fund Balance
- First Interim vs. 2<sup>nd</sup> Interim
- Multiple Year Projections
  - 2011-12 Governor's Budget based on ballot measure to approve tax extensions
  - Failure to extend will result in K-12 revenue limit reduction of at least \$330.ADA
  - 2 MYP scenarios
  - Flexibility measures will be extended 2 years
  - Utilize \$395K of \$500K New School Reserve in 11-12
- MYP – Ballot Measure Passes scenario
- Fund Balance – Ballot Measure Passes scenario
- MYP – Taxes not extended scenario
- MYP – Fund Balance – Taxes not Extended scenario
- Cash Flow – 5 Year review

5.1.12

March 15, 2011

Agenda

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- Cash Budget vs. 2<sup>nd</sup> Interim
- Budget Reductions
  - Need to achieve balanced budget by 2013-14
  - Reconvened Budget Committee January 2011
  - Targeted \$3 million in reductions for 11-12 and backfill \$1.2 million with Federal Jobs Funds
  - Identified \$1.2 million in reductions through furlough days and benefits changes
  - \$385 thousand to negotiate with CSEA
  - \$200 thousand and \$1.2 million of Federal Jobs Funds remain for Budget Committee to identify
- Timeline – March to May 2011
  - March 31 - Committee vote
  - April – Community Presentations
  - April 19 – Initial Budget Reduction proposal presentation to board of Trustees
  - May 3 – Final budget reduction proposal to Board of Trustees
  - May 17 – Final Budget assumptions to Board
  - June 21 – Board to approve 11-12 Budget

Motion by Mr. Long, seconded by Mr. Haley, and passed by a 5-0 vote to approve Second Interim Report as presented.

**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.

- Relationship with Sierra Community College
- Twelve Bridges High School
- School Fundraising

**9.2 BOARD MEMBER REPORTS/COMMENTS**

**Mr. Haley** had no report

**Mrs. Wyatt** reported she attended the district concert, and Dr. Thompson was awesome. She has been visiting schools, and is very impressed, she loves that the principals know their students.

**Mr. Long** thanked Mr. Lyche for the great programs presented, enjoyed the Veterans interacting with the students.

**Mr. Armitage** attended the Carnegie dinner, and it was wonderful. He had friends and neighbors that stood in line at Lincoln Crossing for Kindergarten registration. Also thanked Mr. Lyche for the presentation.

**Mr. Carras** invited the board of trustees to attend the "Rumors" play.

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

The President will establish the following meeting(s):

- April 5, 2011 7:00 P.M., Lincoln High School, Performing Arts Theater
- April 19, 2011 7:00 P.M., Sheridan Elementary School –

5.1.13

**Regular Meeting of the Board of Trustees**

8

**March 15, 2011**

**Agenda**

**PLEASE NOTE:** The board took action to move the April 19<sup>th</sup> board meeting from Sheridan Elementary to Lincoln High School. Sheridan's presentation will be rescheduled at a later date due to our Spring Break schedule.

**11. ADJOURNMENT**

There being no further business the meeting was adjourned at 9:08 p.m.

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**Paul Carras, Board President**

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**Kris Wyatt, Clerk**

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**Scott Leaman, Superintendent**

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**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

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5.1.14

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Approval of Warrants

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Joyce Lopes  
Superintendent of Business Service

**ENCLOSURES:**

Warrants may be found at  
[www.wpusd.k12.ca.us](http://www.wpusd.k12.ca.us)

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 6, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustees will consider approval of warrants paid since the March 1, 2011 board meeting.

**RECOMMENDATION:**

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

## Checks Dated 02/25/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85173469	02/25/2011	"DANIELSEN COMPANY, THE"	13-4380	582.47	
			13-4710	5,480.78	
			Unpaid Sales Tax	35.60-	6,045.45
85173470	02/25/2011	CROWN DISTRIBUTING INC.	13-4710		1,022.13
85173471	02/25/2011	ED JONES FOOD SERVICE	13-4710		3,621.52
85173472	02/25/2011	PIZZA GUYS	13-4710		971.27
85173473	02/25/2011	PROPACIFIC FRESH	13-4710		374.10
85173474	02/25/2011	SARA LEE	13-4710		920.57
85173475	02/25/2011	SYSCO SACRAMENTO	13-4380		
			13-4710		2,719.65
85173476	02/25/2011	VENDMART OF SACRAMENTO	13-4710		1,713.98
85173477	02/25/2011	EPOS BUSINESS SOLUTIONS	01-5800		
			13-5800		495.00
85173478	02/25/2011	Beverly S. Berkley	01-4300		9.73
85173479	02/25/2011	Ersula M. Bombard	01-4300		100.07
85173480	02/25/2011	Laurel A. Etchepare	01-4300		104.87
85173481	02/25/2011	Erin E. Hermle	01-4300		157.66
85173482	02/25/2011	William H. Justice	01-4400		787.38
85173483	02/25/2011	Karen L. Villa	01-4300		121.14
85173484	02/25/2011	C & S TELECOMMUNICATIONS INC	01-4400		1,562.49
85173485	02/25/2011	CALTRONICS BUSINESS SYSTEMS	01-5600		193.52
85173486	02/25/2011	CREATIVE COMPETITIONS INC.	01-5300		172.50
85173487	02/25/2011	DE LAGE LANDEN	01-5600		341.88
85173488	02/25/2011	DELL	01-4300		25.71
85173489	02/25/2011	FOLLETT EDUCATIONAL SERVICES	01-4300		2,725.06
85173490	02/25/2011	FORESTRY SUPPLIERS INC	01-4300	579.36	
			Unpaid Sales Tax	39.99-	539.37
85173491	02/25/2011	HOUGHTON MIFFLIN COMPANY	01-4200		980.21
85173492	02/25/2011	NWN CORPORATION FORMERLY	01-4400		3,666.97
		WESTERN BLUE			
85173493	02/25/2011	OFFICE DEPOT	01-4300		186.04
85173494	02/25/2011	ON COURSE INC	01-4300		475.30
85173495	02/25/2011	RAY MORGAN CO. / CHICO	01-4300		149.64
85173496	02/25/2011	RENAISSANCE LEARNING INC.	01-4300		6,800.47
85173497	02/25/2011	RISO PRODUCTS OF SAC INC	01-4300		760.40
85173498	02/25/2011	SCHOOL SPECIALTY INC	01-4300		443.78
85173499	02/25/2011	THERAPY SHOPPE INC	01-4300	75.00	
			Unpaid Sales Tax	5.03-	69.97
85173500	02/25/2011	TOLEDO P.E. SUPPLY	01-4300	264.99	
			Unpaid Sales Tax	20.86-	244.13
85173501	02/25/2011	TROXELL COMMUNICATIONS	01-4400		514.19
85173502	02/25/2011	WOODWIND & BRASSWIND	01-4300	226.90	
			01-4400	1,436.13	
			Unpaid Sales Tax	256.06-	1,535.00
85173503	02/25/2011	Douglas Hawkins	01-5800		63.34
85173504	02/25/2011	Rosie A. Kirkland	01-4300		
			01-5200		51.80
85173505	02/25/2011	CASBO - CALIF ASSOC OF SCHOOL BUSINESS OFFICIALS	01-5200		
			13-5200		190.00
85173506	02/25/2011	DISCOUNT SCHOOL SUPPLY	01-4300		551.25
85173507	02/25/2011	EMPLOYMENT DEVELOPMENT DEPT.	01-3501		3,238.53
85173508	02/25/2011	FEDEX	01-5800		71.73
85173509	02/25/2011	HOME DEPOT	01-4300		3,161.39
85173510	02/25/2011	LPA INC.	21-6210		180.00

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.

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## Checks Dated 02/25/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85173511	02/25/2011	NWN CORPORATION FORMERLY WESTERN BLUE	01-4300		92.01
85173512	02/25/2011	ORIENTAL TRADING COMPANY INC	01-4300	194.52	
			Unpaid Sales Tax	14.82-	179.70
85173513	02/25/2011	PACIFIC GAS & ELECTRIC CO	01-5510		1,878.18
85173514	02/25/2011	PCOE	01-5200		180.00
85173515	02/25/2011	PITNEY BOWES CREDIT CORP	01-5600		731.00
85173516	02/25/2011	SCHOOL SPECIALTY INC	01-4300		64.41
85173517	02/25/2011	SIG EMPLOYEE BENEFITS TRUST	76-9554		575,394.80
85173518	02/25/2011	THE LATINO FAMILY	01-4300		4,931.25
Total				50	631,510.54

## Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	40	38,428.30
13	Cafeteria Fund	10	17,733.97
21	Building Fund #1	1	180.00
76	Payroll Fund	1	575,394.80
	Total	50	631,737.07
	Less Unpaid Sales Tax Liability		226.53-
	Net (Check Amount)		631,510.54

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.

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Checks Dated 03/04/11					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85174666	03/04/2011	Pamela J. Cook	01-4300		134.79
85174667	03/04/2011	Ernesto P. Sanchez	01-4300		87.22
85174668	03/04/2011	Julie A. Shackelford	01-4300		72.22
85174669	03/04/2011	ASCA AMERICAN SCHOOL COUNSELOR	01-5300		125.00
85174670	03/04/2011	BANK OF AMERICA #3024	01-4300		
			01-5200		
			01-5800		1,761.69
85174671	03/04/2011	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		996.78
85174672	03/04/2011	CALIFORNIA ODYSSEY OF THE MIND	01-4300		90.00
85174673	03/04/2011	CAPITAL GOLD REGION ODYSSEY OF THE MIND	01-5800		65.00
85174674	03/04/2011	DEMCO MEDIA	01-4300		55.54
85174675	03/04/2011	DOCUMENT CAMERA EXPERTS	01-4400		589.00
85174676	03/04/2011	EDUCATIONAL INNOVATIONS INC	01-4300		62.51
85174677	03/04/2011	EMPIRE MINE STATE HISTORIC PK	01-5800		60.00
85174678	03/04/2011	FILM CLIPS FOR EDUCATION	01-4300		231.50
85174679	03/04/2011	GARY ANDERSONS SCREEN PRINTING	01-4300		48.71
85174680	03/04/2011	GL SPORTS	01-4300		169.09
85174681	03/04/2011	LAKESHORE LEARNING MATERIALS	01-4300		247.44
85174682	03/04/2011	LAMINATION DEPOT	01-4300		55.32
85174683	03/04/2011	LINCOLN HIGH SCHOOL	01-5800		238.00
85174684	03/04/2011	NORTH STATE SPRING CONFERENCE	01-5200		195.00
85174685	03/04/2011	OFFICE DEPOT	01-4300		815.69
85174686	03/04/2011	RAY MORGAN CO. / CHICO	01-4300		
			01-5600		489.49
85174687	03/04/2011	REALLY GOOD STUFF	01-4300	211.17	
			Unpaid Sales Tax	14.33-	196.84
85174688	03/04/2011	RISO PRODUCTS OF SAC INC	01-4300		760.40
85174689	03/04/2011	SAFEWAY INC	01-4300		39.85
85174690	03/04/2011	SCHOOL SPECIALTY INC	01-4300		785.27
85174691	03/04/2011	SIERRA SAFETY COMPANY INC	01-4300		105.67
85174692	03/04/2011	SOCIAL STUDIES SCHOOL SERVICE	01-4300		30.06
85174693	03/04/2011	TEACHER'S DISCOVERY	01-4300	363.26	
			Unpaid Sales Tax	24.91-	338.35
85174694	03/04/2011	U.S. GAMES	01-4300		126.50
85174695	03/04/2011	U.S. SCHOOL SUPPLY	01-4300	197.46	
			Unpaid Sales Tax	14.36-	183.10
85174696	03/04/2011	US BANK BUSINESS EQUIPMENT	01-5600		492.00
85174697	03/04/2011	WESTERN BLUE AN NWN COMPANY	01-4300		
			01-4400		1,379.54
85174698	03/04/2011	CROWN DISTRIBUTING INC.	13-4710		501.26
85174699	03/04/2011	ED JONES FOOD SERVICE	13-4710		4,337.10
85174700	03/04/2011	PIZZA GUYS	13-4710		676.56
85174701	03/04/2011	SARA LEE	13-4710		26.16
85174702	03/04/2011	Timothy C. Kerrigan	01-9550		321.85
85174703	03/04/2011	Barbara K. Matiska	01-5200		180.72
85174704	03/04/2011	BANK OF AMERICA #3819	01-4300		
			01-5200		
			01-5800		441.06
85174705	03/04/2011	BLISS POWER LAWN EQUIPMENT CO.	01-4300		
			01-5600		271.30
85174706	03/04/2011	C & S TELECOMMUNICATIONS INC	01-5600		200.00
85174707	03/04/2011	CISI	01-5200		200.00
85174708	03/04/2011	CITY OF LINCOLN	01-5550		

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.

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## Checks Dated 03/04/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
			01-5570		15,780.16
85174709	03/04/2011	DELL	01-4300		452.10
85174710	03/04/2011	DON MASON DBA MOUNTAIN CLEAR WATER CO.	01-4300		
			01-5600		193.50
85174711	03/04/2011	ECONOMIC & PLANNING SYS. INC.	49-5800		1,155.00
85174712	03/04/2011	GRAINGER .	01-4300		363.69
85174713	03/04/2011	HANSEN.KOHL.S.JONES.SOMMER & JACOB LLP	21-5810		178.57
85174714	03/04/2011	HARCOURT INC HOUGHTON MIFFLIN COMPANIES LLC	01-4100		19,210.01
85174715	03/04/2011	HOUGHTON MIFFLIN COMPANY	01-4100		27,426.88
85174716	03/04/2011	KRONICK MOSKOVITZ TIEDEMANN	01-5810		100.00
85174717	03/04/2011	L & H AIRCO	01-4300		294.33
85174718	03/04/2011	LAW OFFICE OF ELLIS COLEMAN	01-5810		2,346.05
85174719	03/04/2011	LD PRODUCTS	01-4300		107.53
85174720	03/04/2011	LEARNING SOLUTIONS INC	01-5800		4,911.53
85174721	03/04/2011	NORMAC	01-4300		182.67
85174722	03/04/2011	PACIFIC GAS & ELECTRIC CO	01-5510		10,231.74
85174723	03/04/2011	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		571.09
85174724	03/04/2011	PJ'S MAIL & PARCEL SERVICE	01-4300		53.77
85174725	03/04/2011	RAINFORTH GRAU ARCHITECTS	21-6210		9,082.75
85174726	03/04/2011	SAN JOAQUIN CO OFFICE OF EDUC	01-5200		500.00
85174727	03/04/2011	SIERRA BUILDING SYSTEMS INC	01-5600		1,630.39
85174728	03/04/2011	SIERRA OFFICE SUPPLIES &	01-4300		174.22
85174729	03/04/2011	SIMPLE PLEASURES	01-4300		716.07
85174730	03/04/2011	SUPER DUPER SCHOOL COMPANY	01-4300	215.41	
			Unpaid Sales Tax	16.41-	199.00
85174731	03/04/2011	SUTTER MEDICAL FOUNDATION	01-5800		178.00
85174732	03/04/2011	THE LATINO FAMILY	01-4300		669.50
85174733	03/04/2011	UNIVERSAL SPECIALTIES, INC.	01-4300		364.75
85174734	03/04/2011	VINCE PARKER FLOORING	14-5600		2,250.00
85174735	03/04/2011	WESTERN BLUE AN NWN COMPANY	01-4300		745.71
			Total	70	118,252.59

Fund Summary			
Fund	Description	Check Count	Expensed Amount
01	General Fund	62	100,115.20
13	Cafeteria Fund	4	5,541.08
14	Deferred Maintenance Fund	1	2,250.00
21	Building Fund #1	2	9,261.32
49	Mello Roos Capital Projects	1	1,155.00
	Total	70	118,322.60
	Less Unpaid Sales Tax Liability		70.01-
	Net (Check Amount)		118,252.59

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.

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## Checks Dated 03/11/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85176180	03/11/2011	Eileen F. Binning	01-4300		45.14
85176181	03/11/2011	John S. Kovach, Jr.	01-4300		10.83
85176182	03/11/2011	Julie A. Shackelford	01-4300		71.90
85176183	03/11/2011	Amy N. Williams	01-4300		79.91
85176184	03/11/2011	ACP	01-4300		1,369.77
85176185	03/11/2011	BULBS DIRECT	01-4300		286.48
85176186	03/11/2011	BURKETT'S OFFICE	01-4300		1,792.36
85176187	03/11/2011	CLASSROOMDIRECT	01-4300		649.45
85176188	03/11/2011	EDUCATORS PUBLISHING SERVICE	01-4300		86.17
85176189	03/11/2011	ERIC'S X PRESS	01-4300		263.10
85176190	03/11/2011	FOLLETT EDUCATIONAL SERVICES	01-4300		539.90
85176191	03/11/2011	FOLLETT LIBRARY RESOURCES	01-4200		96.93
85176192	03/11/2011	FREY SCIENTIFIC	01-4300		364.77
85176193	03/11/2011	INTER-STATE STUDIO & PUBLISHING CO.	01-4300		2,259.63
85176194	03/11/2011	LINCOLN HIGH SCHOOL	01-5800		160.00
85176195	03/11/2011	NASCO MODESTO	01-4300		295.91
85176196	03/11/2011	OFFICE DEPOT	01-4300		738.32
85176197	03/11/2011	PARC 55 WYNDHAM SAN FRANCISCO	01-5200		583.05
85176198	03/11/2011	PCOE	01-4300		700.00
85176199	03/11/2011	PERMA-BOUND	01-4200		58.17
85176200	03/11/2011	RAY MORGAN CO. / CHICO	01-4300		
			01-5600		
			01-5800		1,569.47
85176201	03/11/2011	REALLY GOOD STUFF	01-4300	329.51	
			Unpaid Sales Tax	22.22-	307.29
85176202	03/11/2011	SAFEWAY INC	01-4300		51.44
85176203	03/11/2011	SCHOLASTIC BOOKS	01-4300		23.54
85176204	03/11/2011	SCHOOL SPECIALTY INC	01-4300		45.85
85176205	03/11/2011	STAPLES ADVANTAGE	01-4300		2,537.57
85176206	03/11/2011	SURVEILLANCE SYSTEM INT	01-4400		2,513.65
85176207	03/11/2011	TEACHER'S DISCOVERY	01-4300	58.96	
			Unpaid Sales Tax	3.86-	55.10
85176208	03/11/2011	WESTERN BLUE AN NWN COMPANY	01-4300		6,251.44
85176209	03/11/2011	D & P CREAMERY	13-4710		6,941.89
85176210	03/11/2011	ETRATIONWARE HARRIS COMPUTER SYSTEMS	13-4300		509.96
85176211	03/11/2011	MISSION UNIFORM SERVICE INC	13-4300		530.84
85176212	03/11/2011	PIZZA GUYS	13-4710		1,135.01
85176213	03/11/2011	SARA LEE	13-4710		397.11
85176214	03/11/2011	SYSCO SACRAMENTO	13-4380		
			13-4710		2,013.38
85176215	03/11/2011	VENDMART OF SACRAMENTO	13-4710		625.79
85176216	03/11/2011	Mary V. Boyle	01-4300		99.21
85176217	03/11/2011	Joseph K. Kim	01-9550		2,200.38
85176218	03/11/2011	Kris A. Knutson	01-5200		100.98
85176219	03/11/2011	Tracey N. Lillie	01-5200		
			11-5200		88.74
85176220	03/11/2011	Robert T. Lyons	01-5200		118.70
85176221	03/11/2011	Shannon M. Steen	01-5200		30.60
85176222	03/11/2011	Amanda J. Wyatt Retailack	01-5200		185.40
85176223	03/11/2011	A-Z BUS SALES INC	01-4365		78.08
85176224	03/11/2011	ADVANCED INTEGRATED PEST	01-5800		1,282.00
85176225	03/11/2011	AIRGAS	01-5830		14.28
85176226	03/11/2011	APPROVED SAFE & LOCK	01-5600		127.04

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## Checks Dated 03/11/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85176227	03/11/2011	CITY OF LINCOLN - ALARM PRGM LINCOLN	01-5800		150.00
85176228	03/11/2011	POLICE DEPARTMENT			
		DON MASON DBA MOUNTAIN	01-4300		
		CLEAR WATER CO.	01-5600		24.00
85176229	03/11/2011	FAMILY FUN MAGAZINE	01-4300		10.00
85176230	03/11/2011	FAR WEST RENTS & READY MIX	01-4300		
			01-5600		150.82
85176231	03/11/2011	FRY'S ELECTRONICS	01-4300		38.47
85176232	03/11/2011	GRAINGER .	01-4300		655.89
85176233	03/11/2011	K S TELECOM INC	01-5800		4,115.77
85176234	03/11/2011	LD PRODUCTS	01-4300		55.14
85176235	03/11/2011	LINCOLN ACE HARDWARE/MAINT	01-4300		170.93
85176236	03/11/2011	LRP PUBLICATIONS	01-5200		270.00
85176237	03/11/2011	MISSION UNIFORM SERVICE INC	01-4300		
			01-5800		1,189.45
85176238	03/11/2011	OFFICE DEPOT	01-4300		142.46
85176239	03/11/2011	OLD TOWN PIZZA	01-4300		162.38
85176240	03/11/2011	ORIENTAL TRADING COMPANY INC	01-4300	174.96	
			Unpaid Sales Tax	13.33-	161.63
85176241	03/11/2011	PACIFIC GAS & ELECTRIC CO	01-5510		1,017.60
85176242	03/11/2011	PLACER COUNTY SELPA	01-5200		100.00
85176243	03/11/2011	RAY MORGAN CO. / CHICO	01-5600		134.85
85176244	03/11/2011	RIEBES AUTO PARTS	01-4365		
			01-5830		1,463.92
85176245	03/11/2011	SAC VAL JANITORIAL SALES	01-4300		98.99
85176246	03/11/2011	SAFEWAY INC	01-4300		371.11
85176247	03/11/2011	SCHOOL FACILITY CONSULTANTS	21-5800		762.50
85176248	03/11/2011	SIG SCHOOLS INSURANCE GROUP	01-3701		791.17
85176249	03/11/2011	TAG / AMS INC	01-5800		190.00
85176250	03/11/2011	TARGET BANK	01-4300		92.15
85176251	03/11/2011	THE LATINO FAMILY	01-4300		1,196.64
85176252	03/11/2011	UNITED RENTALS	01-5800		
			01-6400		20,803.54
			Total	73	74,605.94

Fund Summary			
Fund	Description	Check Count	Expensed Amount
01	General Fund	65	61,680.83
11	Adult Education Fund	1	48.04
13	Cafeteria Fund	7	12,153.98
21	Building Fund #1	1	762.50
Total		73	74,645.35
Less Unpaid Sales Tax Liability			39.41-
Net (Check Amount)			74,605.94

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## Checks Dated 03/18/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85177437	03/18/2011	"DANIELSEN COMPANY, THE"	13-4380	123.11	
			13-4710	2,311.98	
			Unpaid Sales Tax	4.80-	2,432.69
85177438	03/18/2011	ED JONES FOOD SERVICE	13-4710		8,142.38
85177439	03/18/2011	PIZZA GUYS	13-4710		1,468.94
85177440	03/18/2011	PROPACIFIC FRESH	13-4710		208.75
85177441	03/18/2011	SARA LEE	13-4710		1,134.59
85177442	03/18/2011	VENDMART OF SACRAMENTO	13-4710		1,749.85
85177443	03/18/2011	WPUSD PETTY CASH FUND	01-3301		
			01-4300		
			01-5715		
			13-4300		
			13-4710		1,362.98
85177444	03/18/2011	Damian T. Armitage	01-5200		87.32
85177445	03/18/2011	Mary V. Boyle	01-4300		60.38
85177446	03/18/2011	Tammy J. Forrest	01-4300		166.85
85177447	03/18/2011	Robert T. Lyons	01-5200		70.79
85177448	03/18/2011	Lauren M. Quinn	01-4300		
			01-5200		94.32
85177449	03/18/2011	Karen A. Roberts	01-5200		8.16
85177450	03/18/2011	Nancyann M. Rowell	01-5200		82.62
85177451	03/18/2011	ALDAR ACADEMY	01-5800		2,514.75
85177452	03/18/2011	C & S TELECOMMUNICATIONS INC	01-5600		100.00
85177453	03/18/2011	CITY OF LINCOLN / PG&E REIMB	01-5510		368.87
85177454	03/18/2011	DAWSON OIL COMPANY	01-4345		
			01-4350		14,031.67
85177455	03/18/2011	DELL	01-4300		221.07
85177456	03/18/2011	ELK GROVE WORKABILITY	01-5200		200.00
85177457	03/18/2011	FOLLETT EDUCATIONAL SERVICES	01-4100		460.62
85177458	03/18/2011	HORIZON	01-4300		1,363.53
85177459	03/18/2011	INTEGRATED FIRE SYSTEMS INC	01-5600		1,630.39
85177460	03/18/2011	J & J SCREEN & GLASS	01-5600		57.22
85177461	03/18/2011	LORETTE B. SHEA	01-5800		237.50
85177462	03/18/2011	LPA INC.	21-6210		100.00
85177463	03/18/2011	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,015.90
85177464	03/18/2011	ORIENTAL TRADING COMPANY INC	01-4300	13.61	
			Unpaid Sales Tax	1.03-	12.58
85177465	03/18/2011	PACIFIC GAS & ELECTRIC CO	01-5510		39,103.47
85177466	03/18/2011	RAY MORGAN CO. / CHICO	01-5600		294.86
85177467	03/18/2011	RAY MORGAN CO. EQUIPMENT PURCHASES	01-5600		155.90
85177468	03/18/2011	RECOLOGY FMRLY AUBURN	01-5540		7,690.42
		PLACER DISPOSAL			
85177469	03/18/2011	SCHOOL STEPS, INC.	01-5800		7,942.00
85177470	03/18/2011	SIERRA OFFICE SUPPLIES &	01-4300		67.78
85177471	03/18/2011	SPEECH & LANGUAGE THERAPY	01-5800		95.00
85177472	03/18/2011	SPURR	01-5530		17,349.63
85177473	03/18/2011	STEPHANIE SHAUGHNESSY	01-5800		3,000.00
85177474	03/18/2011	UC REGENTS TARJAN CENTER	11-5200		50.00
		UCLA			
85177475	03/18/2011	US BANK CORP TRUST SERVICE	49-5800		2,150.00
85177476	03/18/2011	WAVE DIVISION HOLDINGS	01-5560		6,850.00
85177477	03/18/2011	WESTERN BLUE AN NWN COMPANY	01-5800		1,910.16
85177478	03/18/2011	WESTERN PLACER WASTE	01-5540		39.88
85177479	03/18/2011	JAMES PROCTOR	49-8622		3,842.16
85177480	03/18/2011	Shelly E. Adams	01-4300		46.45

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## Checks Dated 03/18/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85177481	03/18/2011	Jessica J. Armistead	01-4300		71.94
85177482	03/18/2011	Ruben A. Ayala	01-4300		44.53
85177483	03/18/2011	Beverly S. Berkley	01-4300		14.69
85177484	03/18/2011	Eileen F. Binning	01-4300		305.00
85177485	03/18/2011	Ersula M. Bombard	01-4300		105.82
85177486	03/18/2011	Stephanie Y. Chavez	01-4300		22.46
85177487	03/18/2011	Pamela J. Cook	01-4300		28.09
85177488	03/18/2011	Gina M. Ford	01-4300		108.24
85177489	03/18/2011	Kevin D. Kurtz	01-4300		61.96
85177490	03/18/2011	Joan W. Lacktis	01-4300		53.76
85177491	03/18/2011	Holli A. Little	01-4300		122.11
85177492	03/18/2011	Cheryl A. Metheny	01-4300		12.03
85177493	03/18/2011	Clinton J. Nelson	01-4300		40.00
85177494	03/18/2011	Jennifer D. Nelson	01-4300		59.47
85177495	03/18/2011	Terri J. Schreiber	01-4300		16.30
85177496	03/18/2011	Jennifer L. Tarabochia	01-4300		43.22
85177497	03/18/2011	AIRGAS	01-4300		787.31
85177498	03/18/2011	ALL METALS SUPPLY INC	01-4300		122.48
85177499	03/18/2011	BEELER TRACTOR COMPANY INC	01-4300		149.71
85177500	03/18/2011	CALTRONICS BUSINESS SYSTEMS	01-5600		522.58
85177501	03/18/2011	CLASSROOMDIRECT	01-4300		133.98
85177502	03/18/2011	COSTCO	01-4300		156.96
85177503	03/18/2011	DELLA CHARTER SERVICE	01-5800		2,000.00
85177504	03/18/2011	DISCOVERY MUSEUM	01-5800		640.00
85177505	03/18/2011	FOLLETT LIBRARY RESOURCES	01-4200		
			01-4300		689.85
85177506	03/18/2011	J.W. PEPPER & SON INC	01-4300		123.32
85177507	03/18/2011	LIBRARY VIDEO COMPANY	01-4300		64.16
85177508	03/18/2011	LINCOLN ACE HARDWARE / AG	01-4300		168.41
85177509	03/18/2011	NORTHERN ENERGY	01-4300		63.64
85177510	03/18/2011	OFFICE DEPOT	01-4300		1,274.33
85177511	03/18/2011	PASCO SCIENTIFIC	01-4300		328.55
85177512	03/18/2011	PCOE	01-5200		2,100.00
85177513	03/18/2011	PITNEY BOWES CREDIT CORP	01-4300		198.71
85177514	03/18/2011	PLACER FARM SUPPLY	01-4300		88.81
85177515	03/18/2011	POSTMASTER / GEMS	01-4300		55.70
85177516	03/18/2011	POSTMASTER / TBMS	01-4300		528.00
85177517	03/18/2011	PURCHASE POWER	01-4300		1,209.19
85177518	03/18/2011	RAY MORGAN CO. / CHICO	01-4300		
			01-5800		1,130.72
85177519	03/18/2011	RECOLOGY FMRLY AUBURN	01-5800		405.00
		PLACER DISPOSAL			
85177520	03/18/2011	RIEBES AUTO PARTS	01-4300		264.65
85177521	03/18/2011	SAFEWAY INC	01-4300		35.54
85177522	03/18/2011	SCANTRON CORPORATION	01-4300		205.39
85177523	03/18/2011	SCHOOL SPECIALTY INC	01-4300		271.37
85177524	03/18/2011	SOCIAL STUDIES SCHOOL SERVICE	01-4300		25.60
85177525	03/18/2011	STAPLES ADVANTAGE	01-4300		1,386.96
85177526	03/18/2011	STEVE WEISS MUSIC	01-4300	77.12	
			Unpaid Sales Tax	5.27-	71.85
85177527	03/18/2011	SURVEILLANCE SYSTEM INT	01-5600		575.00
85177528	03/18/2011	TEACHER'S DISCOVERY	01-4300	132.08	
			Unpaid Sales Tax	9.06-	123.02
85177529	03/18/2011	THE SACRAMENTO BEE	01-4300		127.40
85177530	03/18/2011	TIFFIN ATHLETIC MATS	01-4300	209.30	

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## Checks Dated 03/18/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
			Unpaid Sales Tax	11.50-	197.80
85177531	03/18/2011	TROXELL COMMUNICATIONS	01-4300		110.71
85177532	03/18/2011	WESTERN BLUE AN NWN COMPANY	01-4300		449.24
85177533	03/18/2011	ZANER-BLOSER	01-4300		35.70
Total				97	148,903.69

## Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	87	127,104.28
11	Adult Education Fund	1	50.00
13	Cafeteria Fund	7	15,686.51
21	Building Fund #1	1	100.00
49	Mello Roos Capital Projects	2	5,992.16
Total		97	148,932.95
Less Unpaid Sales Tax Liability			29.26-
Net (Check Amount)			148,903.69

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## Checks Dated 03/25/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85178719	03/25/2011	Mayela Cerda-Martinez	01-5200		441.07
85178720	03/25/2011	Shietel Chhana	01-5200		481.05
85178721	03/25/2011	Nancy L. Currey	01-4300		
			01-5200		50.39
85178722	03/25/2011	Marie E. Glover	01-4300		129.48
85178723	03/25/2011	Sandi L. Miller	01-4300		
			01-5200		127.67
85178724	03/25/2011	Karen A. Roberts	01-5200		10.20
85178725	03/25/2011	Heather D. Steer	01-5800		150.00
85178726	03/25/2011	APPROVED SAFE & LOCK	01-5600		85.28
85178727	03/25/2011	BANK OF AMERICA	49-5800		295.00
85178728	03/25/2011	BANK OF AMERICA #0287 BUSINESS CARD	01-4300		217.45
85178729	03/25/2011	CITY OF LINCOLN	01-5550		
			01-5570		15,174.03
85178730	03/25/2011	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		20.00
85178731	03/25/2011	CITY OF LINCOLN / PG&E REIMB	01-5510		1,620.67
85178732	03/25/2011	DAVID W. GIRARD DBA GIRARD EDWARDS & HANCE	01-5810		3,006.00
85178733	03/25/2011	DISCOUNT SCHOOL SUPPLY	01-4300		254.76
85178734	03/25/2011	FILTERFRESH - NEXT GENERATION COFFEE SYSTEMS INC.	01-5800		144.50
85178735	03/25/2011	FOLLETT EDUCATIONAL SERVICES	01-4100		1,123.64
85178736	03/25/2011	GOOGLE	01-5800		2,598.00
85178737	03/25/2011	HOLT MCDUGAL LITTELL HOUGHTON MIFFLIN COMPANIES LLC	01-4300		6,859.12
85178738	03/25/2011	HOME DEPOT	01-4300		1,929.79
85178739	03/25/2011	INTEGRATED FIRE SYSTEMS INC	01-5600		315.00
85178740	03/25/2011	JCI JOHNSON CONTROLS INC.	01-4300		199.18
85178741	03/25/2011	K S TELECOM INC	01-5600		2,806.96
85178742	03/25/2011	KRONICK MOSKOVITZ TIEDEMANN	01-5810		1,700.00
85178743	03/25/2011	LAGUNA PHYSICAL THERAPY & HAND REHABILITATION	01-5800		470.25
85178744	03/25/2011	LANGUAGE LINE SERVICES	01-5800		153.28
85178745	03/25/2011	LEADER SERVICES	01-5800		1,114.30
85178746	03/25/2011	LOWE'S	01-4300		23.37
85178747	03/25/2011	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		973.75
85178748	03/25/2011	NATIONAL INSTRUMENTS	01-4400		772.64
85178749	03/25/2011	ORIENTAL TRADING COMPANY INC	01-4300	522.60	
			Unpaid Sales Tax	39.82-	482.78
85178750	03/25/2011	PACIFIC GAS & ELECTRIC CO	01-5510		1,432.47
85178751	03/25/2011	PITNEY BOWES CREDIT CORP	01-5600		731.00
85178752	03/25/2011	PLATT ELECTRIC SUPPLY, INC.	01-4300		136.26
85178753	03/25/2011	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		
			01-7438		
			01-7439		4,815.10
85178754	03/25/2011	SAC VAL JANITORIAL SALES	01-4300		110.96
85178755	03/25/2011	SAFEWAY INC	01-4300		116.04
85178756	03/25/2011	SCHOOL SERVICES OF CA INC	01-4300		195.00
85178757	03/25/2011	SCHOOL SPECIALTY INC	01-4300		520.20
85178758	03/25/2011	SIERRA OFFICE SUPPLIES &	01-4300		45.98
85178759	03/25/2011	SIERRA PEDIATRIC THERAPY	01-5800		1,201.75

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

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5.2.10

## Checks Dated 03/25/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85178760	03/25/2011	SIG SCHOOLS INSURANCE GROUP	01-5460		1,704.00
85178761	03/25/2011	SUTTER MEDICAL FOUNDATION	01-5800		135.00
85178762	03/25/2011	TARGET BANK	01-4300		27.74
85178763	03/25/2011	VALLEY ROCK LANDSCAPE MTRL INC	01-4300		110.42
85178764	03/25/2011	Eileen F. Binning	01-4300		48.97
85178765	03/25/2011	Kevin D. Kurtz	01-4300		49.94
85178766	03/25/2011	Lana M. Parr	01-4300		25.62
85178767	03/25/2011	Thomas A. Toy	01-4300		96.88
85178768	03/25/2011	APPROVED SAFE & LOCK	01-4300		355.54
85178769	03/25/2011	DE LAGE LANDEN	01-5600		341.88
85178770	03/25/2011	EDUCATIONAL ROBOT CO.	01-4300		59.22
85178771	03/25/2011	FOLLETT EDUCATIONAL SERVICES	01-4300		124.84
85178772	03/25/2011	FORESTRY SUPPLIERS INC	01-4300	172.02	
			Unpaid Sales Tax	12.20-	159.82
85178773	03/25/2011	INSECT LORE	01-4300		73.75
85178774	03/25/2011	J.W. PEPPER & SON INC	01-4300		6.50
85178775	03/25/2011	LAKESHORE LEARNING MATERIALS	01-4300		273.78
85178776	03/25/2011	MAIDU INTERPRETIVE CENTER	01-5800		1,062.00
85178777	03/25/2011	OFFICE DEPOT	01-4300		439.02
85178778	03/25/2011	QUALITY SOUND SYSTEMS	01-4300		394.50
85178779	03/25/2011	RELIABLE PRINT SOLUTIONS INC	01-4300		871.35
85178780	03/25/2011	RENAISSANCE LEARNING INC.	01-4300		877.27
85178781	03/25/2011	SCHOLASTIC MAGAZINE	01-4300		5.50
85178782	03/25/2011	SCHOOL SPECIALTY INC	01-4300		217.93
85178783	03/25/2011	TALK TOOLS TM	01-4300	41.74	
			Unpaid Sales Tax	2.56-	39.18
85178784	03/25/2011	WESTERN BLUE AN NWN COMPANY	01-4300		171.04
85178785	03/25/2011	WOODLINE USA	01-4300	44.72	41.75
			Unpaid Sales Tax	2.97-	41.75
			Total	67	60,747.81

Fund Summary			
Fund	Description	Check Count	Expensed Amount
01	General Fund	66	60,510.36
49	Mello Roos Capital Projects	1	295.00
	Total	67	60,805.36
	Less Unpaid Sales Tax Liability		57.55-
	Net (Check Amount)		60,747.81

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  
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## Checks Dated 03/30/11

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85179408	03/30/2011	PLACER COUNTY MUSEUMS DIVISION	01-5800		1,150.00
85179409	03/30/2011	"DANIELSEN COMPANY, THE"	13-4380	304.05	
			13-4710	3,465.13	
			Unpaid Sales Tax	4.24-	3,767.06
85179410	03/30/2011	CROWN DISTRIBUTING INC.	13-4710		1,195.49
85179411	03/30/2011	ECOLAB EQUIPMENT CARE DBA GCS SERVICE	13-4300		526.29
85179412	03/30/2011	ED JONES FOOD SERVICE	13-4710		5,660.05
85179413	03/30/2011	PIZZA GUYS	13-4710		1,654.06
85179414	03/30/2011	PROPACIFIC FRESH	13-4710		567.35
85179415	03/30/2011	R & M REFRIGERATION	13-6400		6,381.30
85179416	03/30/2011	SARA LEE	13-4710		547.41
85179417	03/30/2011	STAFFORD MEAT COMPANY	13-4710		166.00
85179418	03/30/2011	SYSCO SACRAMENTO	13-4380		
			13-4710		1,857.37
85179419	03/30/2011	VENDMART OF SACRAMENTO	13-4710		856.44
Total				12	24,328.82

## Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	1	1,150.00
13	Cafeteria Fund	11	23,180.94
	Total	12	24,330.94
	Less Unpaid Sales Tax Liability		2.12-
	Net (Check Amount)		24,328.82

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.

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5.2.12

**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  
Director, Human Services



**ENCLOSURES:**

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

General Fund/Categorical

**MEETING DATE:**

April 5, 2011

**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  
BOARD OF TRUSTEE MEETING FACT SHEET**

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Certificated Personnel Report

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Ryan Davis  
Director of Human Services



**ENCLOSURES:**

Yes

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

General/Categorical

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

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**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends ratification of the certificated personnel report.

5.4

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**PERSONNEL REPORT**

**April 5, 2011**

**CERTIFICATED/MANAGEMENT**

**NEW HIRE**

1. Lisa Solem, Temporary half-time RSP Teacher, Lincoln Crossing Elementary/Phoenix H.S.

**RETIREMENT**

2. Sandra Beckman, 3<sup>rd</sup> Grade Teacher, Carlin C. Coppin Elementary

**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:**

Library Advisory Committee

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Scott Leaman, Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Scott Leaman, Superintendent

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The District is allowed five members on the Library Advisory Committee based on the Library Joint Use Agreement between the City of Lincoln, Sierra College, and the District. The Board is being asked to approve two current LAC committee members for another term – Sandi Christensen and Diane Smith.

**RECOMMENDATION:**

Approve Karen Roberts and Jane Tahti as district representatives to the Library Advisory Committee

5.5

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Approval of Two Contracts for  
Architectural and Engineering  
Services between MCA, Inc.  
and the Western Placer  
Unified School District

**AGENDA ITEM AREA:**

Agenda Consent

**REQUESTED BY:**

Cathy Allen, Assistant Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Facilities & Maintenance Services

**FINANCIAL INPUT/SOURCE:**

COPs

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

Marcher Covington Architects (MCA, Inc.) is one of the District's approved architects via a 'pool' established in 2007. Staff is requesting approval of two separate contracts with MCA, Inc. to provide necessary construction documents to 1) relocate a portable building from Sheridan Elementary to Creekside Oaks Elementary to serve as a pre-school program, and 2) placement of a relocatable building on the campus of Phoenix Continuation High School.

**RECOMMENDATION:**

Staff requests the board authorize the Superintendent, or his designee, to approve and sign the Architectural Services Agreements between Marcher Covington Architects and the WPUSD.

5.6

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## Agreement between Owner and Architect

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This Agreement, made in two (2) copies on the 17<sup>th</sup> day of March in the year two thousand and eleven.

BY AND BETWEEN

Western Placer Unified School District.  
hereinafter referred to as the **OWNER**,

and

MCA, Inc. (Marcher Covington Architects, Inc.),  
hereinafter referred to as the **ARCHITECT**.

---

Witnessed

The Owner and Architect agree as follows:

**Relocate One (1) 36'x40' classroom from Sheridan Elementary School to  
Creskide Oaks Elementary School, 2030 1st Street, Lincoln, CA 95648**

### ARTICLE 1 PROJECT BUDGET and SCHEDULE

- 1.1 The project budget and schedule shall be established and agreed upon by the Owner and Architect prior to the Design Development phase.
- .1 The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The Architect will exercise his best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

### ARTICLE 2 BASIC SERVICES OF THE ARCHITECT

- 2.1 Program
  - .1 The Architect shall review the program, furnished by the Owner, for general design elements and facility requirements that may be necessary to meet current building conditions, current code requirements and other requirements by local agencies having jurisdiction over the project.
- 2.2 Schematic Design Phase
  - .1 Due to the size and complexity of the Project, this Article is not used.
- 2.3 Design Development Phase (Preliminary Plans)
  - .1 Due to the size and complexity of the Project, this Article is not used.
- 2.4 Construction Document Phase
  - .1 The Architect shall prepare, working drawings, forth in detail and prescribing the work to be done, the materials, workmanship, finishes, and equipment required for the architectural, plumbing, and electrical service connected equipment.
  - .2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
  - .3 Architect will conduct a constructability review of construction documents prior to the bidding phase.
- 2.5 Bidding Phase
  - .1 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of probable construction cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
  - .2 The Architect shall reproduce the contract documents in the required number, the expense being borne as provided in Article 14.1 and 14.2; and shall assist the Owner in obtaining bids from contractors and in awarding the construction contracts.
- 2.6 Construction Phase
  - .1 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decision so rendered in good faith.
  - .2 The Architect shall provide minimal administration of the construction contract as requested by the Owner.
  - .3 The Architect 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. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect 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.
  - .4 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
  - .5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Sub-contractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 2.7 Contract Closeout
  - .1 The Architect shall prepare and submit those documents required by the DSA/DGS in order to achieve closeout certification from DSA/DGS for the Project.

### ARTICLE 3 EMPLOYEES AND CONSULTANTS

- 3.1 The Architect, as part of the basic professional services, shall furnish at his expense the services of civil, structural, mechanical, and electrical engineers, food service consultant and landscape architect, properly skilled in the various aspects of the design and construction of facilities required.

5.6.1

#### ARTICLE 4 EXTRA SERVICES OF THE ARCHITECT

- 4.1 The following services, if performed due to unusual circumstances and through no fault or neglect on the part of the Architect, cause the Architect extra expense and shall be paid for by the Owner as provided in Article 8:
  - .1 Plan preparation and/or construction contract administration work beyond those services described in Article 2.
  - .2 If Owner is unable to provide background drawings as described in Articles 5.1 and 5.2, the Architect will utilize scanning services to create image background drawings and/or field verify existing conditions and create electronic (CAD) drawings, indicating existing building(s), equipment and site conditions, as necessary to perform the services outlined in Article 2;
  - .3 Contract administration of repair of damage to the Project.
  - .4 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
  - .5 The selection by the Architect at the Owner's request of movable furniture, equipment or articles which are not included in the construction contract.
  - .6 The additional services caused by the delinquency or insolvency of the contractor.
  - .7 Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect.
  - .8 Life-cycle costing (including Unconventional Energy and Utility Energy Rebate applications) specific to obtaining extra funding.
  - .9 Plan revisions required due to code changes, product changes or other causes resulting from delays in bidding project after receiving DSA/DGS approvals.
  - .10 If requested by Owner, estimates of probable project construction costs.
- 4.2 Prior to starting extra services as outlined in Article 4.1, Architect will provide Owner a written estimate of expenses for Owner's approval.

#### ARTICLE 5 OWNER RESPONSIBILITIES

- 5.1 The Owner shall provide full sets of as-built drawings of the campus for architect's instrument of reference.
- 5.2 The Owner shall provide CAD files in electronic format of the existing buildings and site conditions; including, but not limited to, size and location of existing equipment, mechanical, plumbing and electrical systems necessary for the Architect to complete the design of the updated facility.
- 5.3 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 5.4 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 5.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 5.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
  - .1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.
- 5.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 5.8 The Owner shall furnish all construction testing and inspection services.
- 5.9 The Owner shall furnish all legal advice and services as required for the Project.
- 5.10 The Owner shall notify the Architect of administrative procedures required and name a representative authorized to act in its behalf. The Owner shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project. The Owner shall observe the procedure of issuing any orders to contractors only through the Architect.
- 5.11 During the contractor's one year guarantee period, the Owner shall notify the Architect in writing of apparent deficiencies in materials or workmanship.
- 5.12 Provide documentation necessary to assist Architect with Certification of Project. (i.e.: filing of Notice of Completion, etc.)

#### ARTICLE 6 PROJECT CONSTRUCTION COST

- 6.1 Project construction cost as used in the Agreement means the total cost to the Owner of all work designed or specified by the Architect, including work covered by approved change orders and/or alternates, but excluding the following:
  - .1 Any payments to Architect or consultants for costs of testing and inspections.

#### ARTICLE 7 ESTIMATES OF PROBABLE PROJECT CONSTRUCTION COSTS

- .1 Due to the size and complexity of the Project, this Article is not used.

#### ARTICLE 8 ARCHITECT'S COMPENSATION

- 8.1 The Architect agrees to perform professional services provided by this Agreement and the Owner agrees to pay the Architect for such services compensation in the amount of:

**Hourly, not to exceed, Six Thousand, five hundred dollars .....\$6,500.00**

Breakdown:

Architect: approximately 27 hours @ \$115.00 / hr (see appendix A) .....	\$ 3,150.00
Sacramento Engineering Consultants, Electrical (see attached) .....	\$ 2,900.00
Sacramento Engineering Consultants, Site Plumbing (see attached) .....	\$ 600.00

**8.2 Compensation for extra services**

- .1 The Owner further agrees to pay the Architect compensation for extra services due to unusual circumstances provided by Article 4, as follows:
  - a) Hourly, per Appendix A attached.
  - b) Direct billings of consultants, with no mark-up by Architect.

**8.3 Reimbursement at cost shall be paid to the Architect for:**

- .1 Approved reproduction of drawings and specifications in excess of the copies outlined in Article 14.
- .2 Fees advanced for securing approval of authorities having jurisdiction over the Project.
- .3 Costs for creating digital files of record drawings for Owner's use.

**ARTICLE 9 PAYMENTS TO THE ARCHITECT**

- 9.1 Architect shall invoice and progress payments shall be made monthly in accordance with the completeness of each phase of the project.
- 9.2 Payments for extra services provided under Article 4 shall be upon basis of one of the following:
  - .1 Monthly, in arrears, as services are rendered and expenses incurred.
- 9.3 Reimbursement for fees and other expenses shall be made to the Architect as incurred.

**ARTICLE 10 TERMINATION OF AGREEMENT**

- 10.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- 10.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the schedules shall be equitably adjusted.
- 10.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- 10.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 10.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- 10.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses.
- 10.7 If this Agreement is suspended or terminated by the Owner due to default of the Architect, the Owner agrees to give the Architect thirty (30) days reasonable notice and opportunity to correct such default prior to notice of suspension or termination.

**ARTICLE 11 TIME SCHEDULE**

- 11.1 Upon request, the Architect will prepare for the Owner an estimated time schedule necessary to complete the contract documents and construction, barring delays caused by conditions beyond the reasonable control of the Architect.

**ARTICLE 12 ACCOUNTING RECORDS OF THE ARCHITECT**

- 12.1 Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this Project, and records of accounts between the Owner and contractor shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

**ARTICLE 13 INSURANCE TO BE CARRIED BY THE ARCHITECT**

- 13.1 To the maximum extent permitted by law, the Owner hereby agrees to limit the liability of the Architect, its employees, agents and Consultants, to the Owner and to all Contractors and Subcontractors on the Project, to a maximum of \$250,000.00. This limitation shall apply regardless of the cause of action or legal theory plead or asserted and shall include but not be limited to claims for indemnity and or contribution arising out of Owner's alleged liability to others. Owner agrees to include a similar provision in its agreement with the Contractors and Subcontractors on the Project. Architect's policy is effective during periods of construction and for three years after filing of the Notice of Completion, upon which time, architects' liability shall cease.

**ARTICLE 14 REPRODUCTION OF DOCUMENTS**

- 14.1 The Architect shall provide, at the Owner's expense and in the number required, the preliminary plans and construction documents for the review and approval of the Owner and applicable State agencies.
- 14.2 The Architect shall provide, at the Owner's expense, up to fifteen (15) copies of the construction documents for bidding and construction purposes; total number of documents for bid distribution to be determined with Owner.

**ARTICLE 15 OWNERSHIP OF DOCUMENTS**

- 15.1 The plans, specifications, and estimates shall be and remain the property of the Owner, pursuant to Section 17316 of the Education Code.

**ARTICLE 16 RE-USE OF DOCUMENTS**

- 16.1 The Architect forbids any re-use of the documents for this Project as provided under this Agreement, unless Architect's services are retained by the Owner.
- 16.2 In the event the Owner retains the Architect's services to design all or part of another Project which would be essentially identical to the Project which is the subject of the Agreement, the Architect agrees to:
  - .1 Re-use his design and the corresponding contract documents.
  - .2 Prepare such modifications as may be dictated by topography, soils conditions, utility services, existing construction and similar conditions.
  - .3 Perform as far as applicable all of the services provided by this Agreement.
  - .4 Compensation for rendering the foregoing services shall be in the amount agreed upon by Owner and Architect prior to the commencement of work, and shall form the basis of a separate Agreement.

5.6.3

#### ARTICLE 17 MEDIATION

- 17.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- 17.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 17.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### ARTICLE 18 SUCCESSORS AND ASSIGNS

- 18.1 It is mutually understood and agreed that this Agreement shall be binding upon the Owner and its successors and upon the Architect, his partners, successors, executors, and administrators. Neither this Agreement, nor any monies due or to become due thereunder, may be assigned by the Architect without the consent and approval of the Owner.

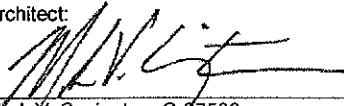
#### ARTICLE 19 ADDITIONAL PROVISIONS

- 19.1 Unless otherwise provided in this Agreement, the Architect and Architect's consultants, shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos' products, polychlorinated biphenyl (PCB) or other toxic substances.
- 19.2 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of The specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.
- 19.3 The following amendments and/or additions are made a part of this Agreement and shall be given effect notwithstanding any other provision contained herein:
- .1 The Architect shall, at no additional cost to the Owner, make any changes in approved plans and specifications necessary to obtain a construction bid which is within 10% of the cost standards established by the Owner.
  - .2 The Owner shall establish and maintain a reasonable contingency for the course of construction and design related changes for change orders during construction.
  - .3 The furnishing of current as built drawings of existing structures is the responsibility of the Owner.
  - .4 Independent Contractor: Architect enters into this Agreement as an independent contractor and not as an employee of the Owner. The Architect shall have no power or authority by this Agreement to bind the Owner in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Architect are employees, agents, contractors or subcontractors of the Architect and not of the Owner. The Owner shall not be obligated in any way to pay wage claims or other claims made against the Architect by any such employee, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.
  - .5 Compliance with Local Law: Architect shall comply with professional standards regarding interpretation of applicable laws, ordinances and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. It shall be the Owner's responsibility to obtain all rights of way and easements to enable Architect to perform services hereunder.
  - .6 Indemnity: Architect shall indemnify, and hold harmless the Owner, its officers, officials, and employees from and against claims, damages, demands, liability, costs, losses and expenses, to the extent determined to have been caused as a result of Architect's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the negligence, or willful misconduct of the Owner or of any Third Party.

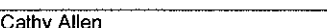
This proposal shall remain in effect for thirty (30) days from March 17, 2011, after which date, Marcher Covington Architects (MCA) reserves the right to modify the scope, price and terms. Please acknowledge your acceptance of the terms, conditions and provisions by signing this agreement and returning an original to this office.

The Owner and Architect hereby agree to the full performance of the covenants contained herein.

Architect:

  
Mark W. Covington, C-27596  
MCA, Inc.  
101 Parkshore Drive, Suite 100  
Folsom, CA 95630

Owner:

  
Cathy Allen  
Asst. Superintendent, Facilities & Maintenance Services  
Western Placer Unified School District  
600 Sixth Street, Suite 400  
Lincoln, CA 95648

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5.64

## Appendix A

### Current Fee Breakdown For Hourly Billings

---

Revised April 17, 2010

▪ Principal Architect .....	\$ 115.00 / hour
▪ Project Architect/Project Manager.....	\$ 95.00 / hour
▪ Project Coordinator.....	\$ 80.00 / hour
▪ CAD Drafter .....	\$ 63.00 / hour
▪ Clerical.....	\$ 40.00 / hour



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Phone: (916) 368-4468  
FAX: (916) 368-4490  
A California Corporation  
www.saceng.com

MECHANICAL, ELECTRICAL & FIRE PROTECTION ENGINEERING SERVICES

March 15, 2011

Mr. Mark Covington  
Marcher Covington Architects  
101 Parkshore Drive, Suite 100  
Folsom, CA 95630  
t: 932-2878, f: 932-2879

Dear Mark:

We are pleased to confirm Creekside Oaks Elementary School Portable SEC 11186 scope as follows:

One portable building with sink

Design includes:

Completer plumbing engineering  
Building lighting and power design  
Telephone connection  
Clock/speaker connection  
Computer system conduit only  
Fire alarm, CATV connection ,Intrusion alarm system

Services include:

Preparation of construction drawings  
Trips to site during design as required  
Review of submittals and shop drawings  
Assistance during bidding

Services exclude:

Construction Administration  
Pre-bid and pre-construction meeting at site

We are pleased to quote the above scope as follows:

Plumbing engineering.....\$ 600  
Electrical engineering....\$ 2,900

Indicate acceptance of this proposal by signature below.

SIGNED

Rickert Henriksen  
ME (M29,816), EE (E10,629)  
FPE (FP01,497), LEED AP  
President

5.6.6

---

## Agreement between Owner and Architect

---

This Agreement, made in two (2) copies on the 17<sup>th</sup> day of March in the year two thousand and eleven.

BY AND BETWEEN

**Western Placer Unified School District.**  
hereinafter referred to as the **OWNER**,

and

**MCA, Inc. (Marcher Covington Architects, Inc.),**  
hereinafter referred to as the **ARCHITECT**.

---

*Witnessed*

The Owner and Architect agree as follows:

**Place One (1) pre-fabricated classroom by Gary Douppnik Mfg, Inc.,  
at Phoenix Continuation High School, 870 J Street, Lincoln, CA 95648-1757.**

### ARTICLE 1 PROJECT BUDGET and SCHEDULE

- 1.1 The project budget and schedule shall be established and agreed upon by the Owner and Architect prior to the Design Development phase.
- .1 The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The Architect will exercise his best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

### ARTICLE 2 BASIC SERVICES OF THE ARCHITECT

- 2.1 Program
  - .1 The Architect shall review the program, furnished by the Owner, for general design elements and facility requirements that may be necessary to meet current building conditions, current code requirements and other requirements by local agencies having jurisdiction over the project.
- 2.2 Schematic Design Phase
  - .1 Due to the size and complexity of the Project, this Article is not used.
- 2.3 Design Development Phase (Preliminary Plans)
  - .1 Due to the size and complexity of the Project, this Article is not used.
- 2.4 Construction Document Phase
  - .1 The Architect shall prepare, working drawings, forth in detail and prescribing the work to be done, the materials, workmanship, finishes, and equipment required for the architectural, plumbing, and electrical service connected equipment.
  - .2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
  - .3 Architect will conduct a constructability review of construction documents prior to the bidding phase.
- 2.5 Bidding Phase
  - .1 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of probable construction cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
  - .2 The Architect shall reproduce the contract documents in the required number, the expense being borne as provided in Article 14.1 and 14.2; and shall assist the Owner in obtaining bids from contractors and in awarding the construction contracts.
- 2.6 Construction Phase
  - .1 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decision so rendered in good faith.
  - .2 The Architect shall provide minimal administration of the construction contract as requested by the Owner.
  - .3 The Architect 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. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect 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.
  - .4 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
  - .5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Sub-contractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 2.7 Contract Closeout
  - .1 The Architect shall prepare and submit those documents required by the DSA/DGS in order to achieve closeout certification from DSA/DGS for the Project.

### ARTICLE 3 EMPLOYEES AND CONSULTANTS

- 3.1 The Architect, as part of the basic professional services, shall furnish at his expense the services of civil, structural, mechanical, and electrical engineers, food service consultant and landscape architect, properly skilled in the various aspects of the design and construction of facilities required.

5.6.7

#### ARTICLE 4 EXTRA SERVICES OF THE ARCHITECT

- 4.1 The following services, if performed due to unusual circumstances and through no fault or neglect on the part of the Architect, cause the Architect extra expense and shall be paid for by the Owner as provided in Article 8:
  - .1 Plan preparation and/or construction contract administration work beyond those services described in Article 2.
  - .2 If Owner is unable to provide background drawings as described in Articles 5.1 and 5.2, the Architect will utilize scanning services to create image background drawings and/or field verify existing conditions and create electronic (CAD) drawings, indicating existing building(s), equipment and site conditions, as necessary to perform the services outlined in Article 2;
  - .3 Contract administration of repair of damage to the Project.
  - .4 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
  - .5 The selection by the Architect at the Owner's request of movable furniture, equipment or articles which are not included in the construction contract.
  - .6 The additional services caused by the delinquency or insolvency of the contractor.
  - .7 Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect.
  - .8 Life-cycle costing (including Unconventional Energy and Utility Energy Rebate applications) specific to obtaining extra funding.
  - .9 Plan revisions required due to code changes, product changes or other causes resulting from delays in bidding project after receiving DSA/DGS approvals.
  - .10 If requested by Owner, estimates of probable project construction costs.
- 4.2 Prior to starting extra services as outlined in Article 4.1, Architect will provide Owner a written estimate of expenses for Owner's approval.

#### ARTICLE 5 OWNER RESPONSIBILITIES

- 5.1 The Owner shall provide full sets of as-built drawings of the campus for architect's instrument of reference.
- 5.2 The Owner shall provide CAD files in electronic format of the existing buildings and site conditions; including, but not limited to, size and location of existing equipment, mechanical, plumbing and electrical systems necessary for the Architect to complete the design of the updated facility.
- 5.3 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 5.4 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 5.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 5.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
  - .1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.
- 5.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 5.8 The Owner shall furnish all construction testing and inspection services.
- 5.9 The Owner shall furnish all legal advice and services as required for the Project.
- 5.10 The Owner shall notify the Architect of administrative procedures required and name a representative authorized to act in its behalf. The Owner shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project. The Owner shall observe the procedure of issuing any orders to contractors only through the Architect.
- 5.11 During the contractor's one year guarantee period, the Owner shall notify the Architect in writing of apparent deficiencies in materials or workmanship.
- 5.12 Provide documentation necessary to assist Architect with Certification of Project. (i.e.: filing of Notice of Completion, etc.)

#### ARTICLE 6 PROJECT CONSTRUCTION COST

- 6.1 Project construction cost as used in the Agreement means the total cost to the Owner of all work designed or specified by the Architect, including work covered by approved change orders and/or alternates, but excluding the following:
  - .1 Any payments to Architect or consultants for costs of testing and inspections.

#### ARTICLE 7 ESTIMATES OF PROBABLE PROJECT CONSTRUCTION COSTS

- .1 Due to the size and complexity of the Project, this Article is not used.

#### ARTICLE 8 ARCHITECT'S COMPENSATION

- 8.1 The Architect agrees to perform professional services provided by this Agreement and the Owner agrees to pay the Architect for such services compensation in the amount of:

**Hourly, not to exceed, Six Thousand, five hundred dollars .....\$5,900.00**

Breakdown:

Architect: approximately 27 hours @ \$115.00 / hr (see appendix A) .....\$ 3,150.00  
Sacramento Engineering Consultants, Electrical (see attached).....\$ 2,900.00

5.6.8

**8.2 Compensation for extra services**

- .1 The Owner further agrees to pay the Architect compensation for extra services due to unusual circumstances provided by Article 4, as follows:
  - a) Hourly, per Appendix A attached.
  - b) Direct billings of consultants, with no mark-up by Architect.

**8.3 Reimbursement at cost shall be paid to the Architect for:**

- .1 Approved reproduction of drawings and specifications in excess of the copies outlined in Article 14.
- .2 Fees advanced for securing approval of authorities having jurisdiction over the Project.
- .3 Costs for creating digital files of record drawings for Owner's use.

**ARTICLE 9 PAYMENTS TO THE ARCHITECT**

- 9.1 Architect shall invoice and progress payments shall be made monthly in accordance with the completeness of each phase of the project.
- 9.2 Payments for extra services provided under Article 4 shall be upon basis of one of the following:
  - .1 Monthly, in arrears, as services are rendered and expenses incurred.
- 9.3 Reimbursement for fees and other expenses shall be made to the Architect as incurred.

**ARTICLE 10 TERMINATION OF AGREEMENT**

- 10.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- 10.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the schedules shall be equitably adjusted.
- 10.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- 10.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 10.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- 10.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses.
- 10.7 If this Agreement is suspended or terminated by the Owner due to default of the Architect, the Owner agrees to give the Architect thirty (30) days reasonable notice and opportunity to correct such default prior to notice of suspension or termination.

**ARTICLE 11 TIME SCHEDULE**

- 11.1 Upon request, the Architect will prepare for the Owner an estimated time schedule necessary to complete the contract documents and construction, barring delays caused by conditions beyond the reasonable control of the Architect.

**ARTICLE 12 ACCOUNTING RECORDS OF THE ARCHITECT**

- 12.1 Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this Project, and records of accounts between the Owner and contractor shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

**ARTICLE 13 INSURANCE TO BE CARRIED BY THE ARCHITECT**

- 13.1 To the maximum extent permitted by law, the Owner hereby agrees to limit the liability of the Architect, its employees, agents and Consultants, to the Owner and to all Contractors and Subcontractors on the Project, to a maximum of \$250,000.00. This limitation shall apply regardless of the cause of action or legal theory plead or asserted and shall include but not be limited to claims for indemnity and or contribution arising out of Owner's alleged liability to others. Owner agrees to include a similar provision in its agreement with the Contractors and Subcontractors on the Project. Architect's policy is effective during periods of construction and for three years after filing of the Notice of Completion, upon which time, architects' liability shall cease.

**ARTICLE 14 REPRODUCTION OF DOCUMENTS**

- 14.1 The Architect shall provide, at the Owner's expense and in the number required, the preliminary plans and construction documents for the review and approval of the Owner and applicable State agencies.
- 14.2 The Architect shall provide, at the Owner's expense, up to fifteen (15) copies of the construction documents for bidding and construction purposes; total number of documents for bid distribution to be determined with Owner.

**ARTICLE 15 OWNERSHIP OF DOCUMENTS**

- 15.1 The plans, specifications, and estimates shall be and remain the property of the Owner, pursuant to Section 17316 of the Education Code.

**ARTICLE 16 RE-USE OF DOCUMENTS**

- 16.1 The Architect forbids any re-use of the documents for this Project as provided under this Agreement, unless Architect's services are retained by the Owner.
- 16.2 In the event the Owner retains the Architect's services to design all or part of another Project which would be essentially identical to the Project which is the subject of the Agreement, the Architect agrees to:
  - .1 Re-use his design and the corresponding contract documents.
  - .2 Prepare such modifications as may be dictated by topography, soils conditions, utility services, existing construction and similar conditions.
  - .3 Perform as far as applicable all of the services provided by this Agreement.
  - .4 Compensation for rendering the foregoing services shall be in the amount agreed upon by Owner and Architect prior to the commencement of work, and shall form the basis of a separate Agreement.

5.6.9

#### ARTICLE 17 MEDIATION

- 17.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- 17.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 17.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### ARTICLE 18 SUCCESSORS AND ASSIGNS

- 18.1 It is mutually understood and agreed that this Agreement shall be binding upon the Owner and its successors and upon the Architect, his partners, successors, executors, and administrators. Neither this Agreement, nor any monies due or to become due thereunder, may be assigned by the Architect without the consent and approval of the Owner.

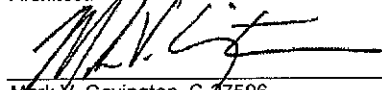
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  - .5 Compliance with Local Law: Architect shall comply with professional standards regarding interpretation of applicable laws, ordinances and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. It shall be the Owner's responsibility to obtain all rights of way and easements to enable Architect to perform services hereunder.
  - .6 Indemnity: Architect shall indemnify, and hold harmless the Owner, its officers, officials, and employees from and against claims, damages, demands, liability, costs, losses and expenses, to the extent determined to have been caused as a result of Architect's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the negligence, or willful misconduct of the Owner or of any Third Party.

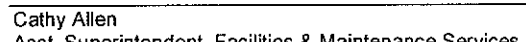
This proposal shall remain in effect for thirty (30) days from March 17, 2011, after which date, Marcher Covington Architects (MCA) reserves the right to modify the scope, price and terms. Please acknowledge your acceptance of the terms, conditions and provisions by signing this agreement and returning an original to this office.

The Owner and Architect hereby agree to the full performance of the covenants contained herein.

Architect:

  
Mark V. Covington, C-27596  
MCA, Inc.  
101 Parkshore Drive, Suite 100  
Folsom, CA 95630

Owner:

  
Cathy Allen  
Asst. Superintendent, Facilities & Maintenance Services  
Western Placer Unified School District  
600 Sixth Street, Suite 400  
Lincoln, CA 95648

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5.610

## Appendix A

### Current Fee Breakdown For Hourly Billings

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Revised April 17, 2010

▪ Principal Architect .....	\$ 115.00 / hour
▪ Project Architect/Project Manager.....	\$ 95.00 / hour
▪ Project Coordinator.....	\$ 80.00 / hour
▪ CAD Drafter .....	\$ 63.00 / hour
▪ Clerical.....	\$ 40.00 / hour



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MECHANICAL, ELECTRICAL & FIRE PROTECTION ENGINEERING SERVICES

March 15, 2011

Mr. Mark Covington  
Marcher Covington Architects  
101 Parkshore Drive, Suite 100  
Folsom, CA 95630  
t: 932-2878, f: 932-2879

Dear Mark:

We are pleased to confirm Phoenix Alternate High School Portable  
SEC 11186 scope as follows:

One portable building

Design includes:

Building lighting and power design  
Telephone connection  
Clock/speaker connection  
Computer system conduit only  
Fire alarm, CATV connection, Intrusion alarm system

Services include:

Preparation of construction drawings  
Trips to site during design as required  
Review of submittals and shop drawings  
Assistance during bidding

Services exclude:

Construction Administration  
Pre-bid and pre-construction meeting at site

We are pleased to quote the above scope as follows:

Electrical engineering....\$ 2,900

Indicate acceptance of this proposal by signature below.

SIGNED

Rickert Henriksen  
ME (M29,816), EE (E10,629)  
FPE (FP01,497), LEED AP  
President

5.6.12

**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 Quitclaim Deed

**AGENDA ITEM AREA:**

Agenda Consent

**REQUESTED BY:**

Cathy Allen  
Assistant Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Facilities & Maintenance Services

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The District was approached by the owners of a parcel off Chili Hill Road who were refinancing their property. A title report indicated an easement owned by the District, shown as a Memorandum of Agreement (MOA), recorded on the property. The MOA also referenced a Memorandum of Understanding dated June 8, 1994. The title company required the deed to be removed from the property or further explanation of the contents of the MOU. Unfortunately, we were not able to locate a copy of the MOU. After contacting former District staff it was determined that the MOU was in reference to a bus turn around on the subject property. Transportation was contacted and indicated there is no longer any need for the easement as it has not been used as a turn around for quite some time. The enclosed Quitclaim Deed removes the easement from the subject property. In order to meet the timelines for the property owners' refinance, the Quitclaim Deed was executed on March 18, 2011.

**RECOMMENDATION:**

Staff is recommending ratification of the Quitclaim Deed.

5.7

**RECORDING REQUESTED BY**  
First American Title Company

**AND WHEN RECORDED MAIL DOCUMENT TO:**

Merle Hus and Yvonne Hus  
1154 Park Lake Court  
Newcastle, CA 95658

Space Above This Line for Recorder's Use Only

A.P.N.: 031-060-072-000

File No.: 3106-3697540 (CR)

The Undersigned Grantor(s) Declare(s):

CITY TRANSFER TAX \$0.00

DOCUMENTARY TRANSFER TAX \$0.00

SURVEY MONUMENT FEE \$0.00

[ ] computed on the consideration or full value of property conveyed, OR

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[ X ] unincorporated area; [ ] City of Newcastle, and

SURVEY MONUMENT FEE \$0.00

**QUITCLAIM DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Western Placer Unified School District**

hereby remise, release and forever quitclaim to **Merle Eugene Hus or Yvonne Ruth Hus, Trustees of the Hus Trust Agreement, dated June 10, 1986**

the following described property in the Unincorporated Area of **Newcastle**, County of **Placer**, State of **California**:

**This Quitclaim Deed is being recorded with the intent to rescind the Memorandum of Agreement recorded as document number 94-050954 on July 8, 1994. This terminates the agreement as well as the unrecorded Memorandum of Understanding, dated June 8, 1994 as made reference in said document.**

**Legal Description of Real Property Attached Hereto as Exhibit "A"**

Dated: March 9, 2011

Western Placer Unified School District



**Scott Leaman, Superintendent**

Mail Tax Statements To: **SAME AS ABOVE** or Address Shown Below

57.1



**EXHIBIT 'A'**

File No.: **3106-3697540 (CR)**  
Property: **1154 Park Lake Court, Newcastle, CA 95658**

**PARCEL ONE:**

**PARCEL 4, AS SAID PARCEL IS SHOWN AND DELINEATED ON THE PARCEL MAP FILED OCTOBER 7, 1994 IN BOOK 28 OF PARCEL MAPS AT PAGE 32, PLACER COUNTY RECORDS**

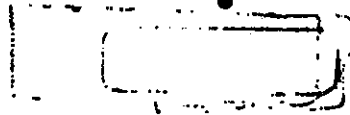
**PARCEL TWO:**

**A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THAT CERTAIN PARCEL OF LAND SHOWN AND DESIGNATED AS AREA "K" ON PARCEL MAP NO. 75212 FILED OCTOBER 31, 1988 IN BOOK 26 OF PARCEL MAPS, AT PAGE 124, OFFICIAL RECORDS.**

**EXCEPTING THEREFROM ALL THAT PORTION THEREOF WHICH LIES WITHIN PARCEL ONE HEREINABOVE DESCRIBED.**

**A.P.N. 031-060-072-000**

#11



RECORDING REQUESTED BY  
AND RETURN TO:

Placer County Office of Education  
360 Nevada Street  
Auburn, Ca 95603  
Attention: Denise Gaddis

94-050954

Total .00

Recorded  
Official Records  
County of  
Placer  
Jim McCauley  
Recorder  
3:42pm 8-Jul-94

AM 4

EXHIBIT C

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into on the date shown below by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT (the "District") and the owner of the property described below, whose name appears below (the "Landowner"). The District and the Landowner have entered into an unrecorded Memorandum of Understanding (the "MOU") dated as of June 8, 1994, relating to the property described below for the purposes described in the Recitals of the MOU.

This Memorandum of Agreement has been prepared for the purpose of recordation and in no way modifies the rights and obligations of the parties, which are fully set forth in the MOU.

Copies of the MOU are in the possession of the District at its offices at 630 Sixth Street, Lincoln, CA 95648.

IN WITNESS WHEREOF this Memorandum of Agreement has been executed by the parties as of the day and year shown below.

Date: July 13, 1994 WESTERN PLACER UNIFIED SCHOOL DISTRICT

Signed By: [Signature]  
Superintendent

LANDOWNER: E. Neil Eric Neil

Signed By: [Signature]

Name of signatory: \_\_\_\_\_

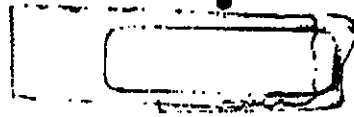
Title of signatory: \_\_\_\_\_

Assessor's Parcel Number(s): 031-060-072 and 076

C-1

7948.30/18716.3

5.7.4



LEGAL DESCRIPTION OF REAL PROPERTY

see attached exhibit A

C-2

794.38/10716.3

2  
5.7.5

## Exhibit A

FOUNDERS TITLE COMPANY  
of Sacramento County

\* ORDER NO. 17993-LV

The land referred to in this Report is situated in the County of Placer, in the unincorporated area, State of California, and is described as follows:

### Parcel One:

All that land lying in the County of Placer, State of California, described as follows:

All that portion of Section 10, Township 12 North, Range 7 East, MDB&M, included within the land shown and designated as Parcel 4 on Parcel Map No. 75212, filed October 31, 1988 in Book 26 of Parcel Maps, Page 124, Placer County Records.

EXCEPTING THEREFROM all oil, coal and other minerals as reserved by David S. Wilson, et ux., in the certain deed recorded March 27, 1951 in Book 585 Official Records at Page 467, Placer County Official Records.

RESERVING THEREFROM a non-exclusive easement for road and utility purposes shown and designated as Parcel "K" on the above referenced Parcel Map.

### Parcel Two:

A non-exclusive easement for road and utility purposes over that certain parcel of land shown and designated as Area "K" on Parcel Map No. 75212, filed October 31, 1988 in Book 26 of Parcel Maps, at Page 124, Official Records.

EXCEPTING THEREFROM all that portion thereof which lies within Parcel One hereinabove described.

APN: 031-060-072 & 006

57.6

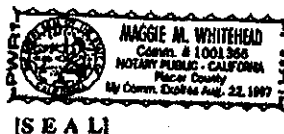
State of California )  
 ) ss  
County of )

On June 8, 1994, before me, the undersigned, a Notary Public in and for the State of California, personally appeared

Eric McGill, personally known to me (or 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.

Signature: Maggie M. Whitehead



[S E A L]

State of California )  
 ) ss  
County of )

On June 13, 1994, before me, the undersigned, a Notary Public in and for the State of California, personally appeared KENNETH SANDERS, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: Eva G. McGuire



[S E A L]

C-3

7948.33/10716.3

5.7.7

**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:**

Purchase of 96x40 Multi-Use  
Building at Creekside Oaks from  
Doupnik Manufacturing

**AGENDA ITEM AREA:**

Agenda Consent

**REQUESTED BY:**

Cathy Allen  
Assistant Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Facilities & Maintenance Services

**FINANCIAL INPUT/SOURCE:**

COPs

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The District previously leased a 96x40 relocatable building from Gary Doupnik Manufacturing for use as the multipurpose/cafeteria room at Creekside Oaks Elementary. The lease was for five years. We are currently in the seventh year and since the bond did not pass we will not be in a position to replace the structure for some time. Therefore, in order to save yearly lease costs staff is proposing the District purchase the building outright. The purchase price is \$115,000.

**RECOMMENDATION:**

Board authorize purchase of the 96x40 relocatable building at Creekside Oaks Elementary.

5.8

# PORTABLE FACILITIES LEASING

# INVOICE

P. O. BOX 1504  
Loomis, CA 95650

(916) 652-9291  
(916) 652-9021 FAX

**REVISED**

SOLD TO:  
WESTERN PLACER UNIFIED SCHOOL DISTRICT  
600 SIXTH STREET, FOURTH FLOOR  
LINCOLN, CA 95648  
ATTENTION: ACCOUNTS PAYABLE

INVOICE NUMBER: 3217  
INVOICE DATE: 2/17/2011  
OUR ORDER # 05113  
DUE DATE: 1/1/2011  
PFL FILE NO. 2.32

SHIPPED TO:  
Creekside Oaks Elementary Charter  
2030 First Street  
Lincoln, CA 95648

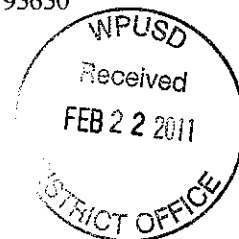
QUANTITY	DESCRIPTION		TOTAL DUE
1	PURCHASE AS IS WHERE IS  96 X 40 Multi Use Building		\$115,000.00
LATE FEES 1.5% OF BALANCE DUE		PAY THIS AMOUNT	\$115,000.00

Questions concerning this invoice?  
Call: (916) 652-9291

MAKE ALL CHECKS PAYABLE TO:  
Portable Facilities Leasing  
P. O. BOX 1504  
LOOMIS, CA 95650

THANK YOU FOR YOUR BUSINESS!

5.8.1



**GARY DOUPNIK MANUFACTURING, INC.**

Western Placer U.S.D.  
Kathy Allen  
Fax: 645-6356

1/24/11

Re: 96' x 40' Multi Use at Creekside Oaks Elementary

Kathy,

Per our conversation I have provided you with a buy out, with a couple options for the building at Creekside Oaks.

Purchase Price as is where is \$115,000

- no additional sales tax if purchased as is where is

3 year lease purchase

41,680 pr year

5 year lease purchase

27,124 pr year

As a side note, if the District had set it up as a 7 year lease purchase the yearly payment would have been \$38,205 per year. District has paid \$25,100 for the past 5 years.

Please call if you have any additional questions, or want us to send out the documents to switch this to a lease purchase.

Sherrie

# 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:

Service agreement with LunchByte for point of purchase sales software for school breakfast and lunch programs

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Joyce Lopes  
Assistant Superintendent of Business Services

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

Cafeteria Fund

### MEETING DATE:

April 5, 2011

### ROLL CALL REQUIRED:

No

### BACKGROUND:

The Food Services program requires a software platform to track meal information for child nutrition services. The District has operated with the current software platform, MealTracker, for 11 years. The vendor no longer supports the software or hardware that we are running necessitating the need to select a new platform.

Child Nutrition software is a specialized field. District staff received proposals and interviewed the two leading vendors in this arena, NutriKids and Harris School Solutions. After comparing features and checking references, staff recommends moving to the NutriKids software platform. They offered a complete package of options with competitive pricing. NutriKids provides an integrated package including point of sale, on-line prepayments, and nutrition education. Their software meets our needs for free and reduced-price tracking, meal tracking, parent on-line portal, easy to use point of sale at school sites, and management reporting. Their proposal and contract are attached for review.

### RECOMMENDATION:

Approve NutriKids proposal for child nutrition software and hardware.

## NUTRIKIDS - Estimate

Date: 3/16/2011

Purchaser: Western Placer School District, CA

Contact: Jeff Dardis

Sales Rep: Pete Belknap



THIS ESTIMATE IS PROVIDED FOR INFORMATIONAL AND/OR BUDGETARY PURPOSES ONLY. A FORMAL PROPOSAL WILL BE GENERATED UPON REQUEST.

Software Products	Qty	Price	Total	Price	Annual Support & Maintenance Notes
					<b>**First Year Included at no charge.</b> <b>**Yearly Maintenance includes all software enhancements and technical phone support.</b>
POS Manager - Enterprise	1	1,695	1,695	215	
Free & Reduced Software	1	1,995	1,995	215	
Cafeteria License	9	1,200	10,800	2,412	\$268 per Cafeteria
Combo Cafeteria (2 to 1)	1	1,800	1,800	268	\$268 per Cafeteria
Station License	21	250	5,250		
MyKids (MyNutrikids.com Online Prepayments)		No-Charge			Yearly Maintenance is not applicable
POS Multi-Line Discount	1	(3,450)	(3,450)		
Software Total			\$18,090	\$3,110	per year

POS Hardware Products	Qty	Price	Total	Price	Extended Hardware Warranty per year
					<b>**All equipment comes with 1 year warranty.</b>
UTC3100 15" TFT LCD, Celeron 440, 1GB Ram, Windows Vista w / XP downgrade, 160 GB HD, 4 serial, 5 USB	18	1,595	28,710	1,422	\$79 per station per year
IDR2 - 14 Key Pin Pad w / optical scanner, USB	14	280	3,920	518	\$37 per Pin Pad per year
Powervar Power Conditioner 1 amp	18	115	2,070		
Hardware Total			\$34,700	\$1,940	per year

Training & Set-Up (daily charges)	Qty	Price	Total
On-Site POS Training (plus travel expenses)	1	650	650
On-Site POS Go Live (plus travel expenses)	3	650	1,950
Training & Set-Up Total			\$2,600

Other Charges	Qty	Price	Total	Price
Sales Tax				
Elec. Waste Recycling Fee - CA Imposed	36	8	288	
Other Charges			\$288	\$0 per year

**Grand Total \$55,678**

### GENERAL NOTES:

- 1) IMPORTANT! SHIPPING EXPENSES AND TRAVEL EXPENSES WILL BE ASSESSED FOR EVERY DAY ON-SITE, INCLUDING AIR TRAVEL, LODGING AND OTHER RELATED CHARGES.
- 2) All software and hardware is warranted for (1) year from the date received.
- 3) Sales tax will be included on your invoice unless a tax exemption certificate is provided with your order.

### NOTES SPECIFIC TO NUTRIKIDS POS:

- 1) If this Estimate includes software, hardware or services for NUTRIKIDS POS, the required Terms & Conditions and Software License Agreement will be provided with the final proposal. Please contact your account manager for a proposal.

## SERVICE AGREEMENT MYKIDS

(For Western Placer Unified School District School District)

This Service Agreement ("Agreement") made as of the date set forth below between Lunch Byte Systems, Inc., a New York corporation, having its principal office at 550 Latona Road, Building F, Rochester, New York 14626 ("LunchByte") and the undersigned school district with its principal office set forth below ("District").

### WITNESSETH:

WHEREAS, District has purchased from LunchByte proprietary software for point of purchase sales for its school breakfast and lunch program ("Meal Program"); and

WHEREAS, LunchByte hosts [www.MyNutrikids.com](http://www.MyNutrikids.com), a website ("Website") where parents and guardians of children enrolled in District [collectively the "Parent(s)"] can create an account for their children to make deposits and view balances to prepay for their Meal Program; and

WHEREAS, District desires to retain LunchByte to collect money from and maintain balances for Parents who want to participate in their prepaid Meal Program ("MyKids").

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### 1. SERVICES PROVIDED BY LUNCHBYTE.

A. LunchByte has established and will maintain the Website secured by an internationally recognized security provider (currently VeriSign, but LunchByte reserves the right to change security providers without notice to District). District will furnish to the parent of each child in its school district their child's identification number ("ID Number") and the address of the Website.

B. The Website shall allow each Parent to enter the Website and establish an account with a unique user name and password ("User Account").

C. Upon opening a User Account, a Parent can deposit money ("Deposit") via the secure online payment service ("Payment Service") (currently PayPal, but LunchByte reserves the right to change the Payment Service without notice to District) which will be credited to the student ID Number(s) designated by Parent. After opening a User Account, a Parent can monitor balances and deposit more money at anytime.

D. Deposits that have been verified by Payment Service are immediately available and ready to be imported into the District's licensed version of the NUTRIKIDS POS system from the Website server. The import process ("Account Updates") shall update District's student accounts and make the updated account balance immediately available for use by each account holder. There are numerous factors that may contribute to the delay of processing the prepayments, some of which are beyond our control. LunchByte makes no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the U.S. Postal Service.

E. LunchByte will use the Automated Clearing House (ACH) Network to make electronic funds transfer payments to District of all money collected for District since the previous ACH payment, less the "Convenience Fee" (as that term is hereinafter defined) LunchByte charges for online payment processing costs and ACH funds transfer services which District hereby authorizes LunchByte to retain as payment for the services rendered under this Agreement ("Net Remittance"). Each Net Remittance will be supported by an e-mail to the District containing the Deposit amount collected and Convenience Fee charged to the District in the event the District is paying any portion of the Convenience Fee.

F. LunchByte will maintain a separate account for the Net Remittance until it is transferred to District ("Separate Account"). The Separate Account shall be a custodial account established by LunchByte and shall not constitute a trust fund. Except on days when LunchByte's offices are closed, ACH transfers will be made on Tuesday mornings of each week. Transfers shall be made each Tuesday and account for all approved transaction deposits since the previous ACH payment (previous Tuesday after 10am EST). Upon the transmission of the ACH payment, the District's Food Service Director will receive an email confirmation that states the amount of the ACH payment. The payments typically take up to two business days to be transferred to the District's bank.

G. Deposits verified by the Payment Service may be disputed by the Parents, a bank, the Payment Service, a credit card issuer or processor or any other party in the payment processing chain ("Disputed Amount"). LunchByte may appeal disputes in its sole discretion with the cooperation of the District. When a dispute is not appealed or an appealed dispute is not granted, the Payment Service immediately refunds the Deposit to the Parent, LunchByte will notify the District of the refund so it can reduce the Student's User Account balance by the Disputed Amount and LunchByte will reduce the next Net Remittance to the District by the Disputed Amount.

H. LunchByte will maintain an email help desk for Parents utilizing the Website to address technical issues Parents may experience with the Website. This email address shall be displayed on the Website. District shall not provide the LunchByte telephone number(s) or LunchByte employees' email addresses to Parents, except as required by law. District shall provide contact information to LunchByte for District employee who will serve as a reference to Parents for balance and reporting inquiries. LunchByte shall display the District reference contact information on the Website.

2. PRIVACY. The Privacy Policy of LunchByte is attached hereto as Exhibit A and maybe updated from time to time upon written notice given by LunchByte to District.

3. COST AND PAYMENT.

A. There is no initial cost of establishing the MyKids service.

B. LunchByte will be paid and will collect a convenience fee of One and 75/100 Dollars (\$1.75) ("Convenience Fee") for each Deposit.

C. District elects to pay the percentage of the Convenience Fee designated below which will be deducted from the Deposit amount and the balance will be charged to the Parent's credit/debit card or Payment Service account (check one box):

☒ 0%   ☐ 25%   ☐ 50%   ☐ 75%   ☐ 100%

(Example: Election of 0% by the District means that Parents pay 100% of the Convenience Fee).

4. REFUNDS. LunchByte will not be liable for the refund of any Deposits. All refunds of Deposits not used will be made by and are the sole responsibility of the District.

5. REPRESENTATION AND WARRANTIES OF DISTRICT. District represents and warrants that:

A. It will perform daily Account Updates. LunchByte will not be liable for the failure of District to timely perform such Account Updates;

B. It has access to and will maintain access to the world wide web (internet);

C. It will keep all student data current and shall provide it to the Website during the daily Account Updates, subject to Section 5 D below;

D. The District will comply with the Family Educational Rights and Privacy Act and will not be required to disclose any information in violation of that Act; and

E. Upon request, it will promptly refund the unused portion of any Deposit to the Parents.

6. REPRESENTATIONS AND WARRANTIES OF LUNCHBYTE. LunchByte warrants and represents to District that it is the sole author and proprietor of the Website and the Website does not infringe any statutory or common law patent, copyright or trademark.

7. INDEMNIFICATION.

A. District shall indemnify and save harmless LunchByte its affiliates and their respective successors and assigns from, against, for and in respect of:

1. Any loss or damage incurred or required to be paid because of the breach of any representation, warranty, covenant or agreement of District in this Agreement or in any document delivered by District pursuant to this Agreement; and

2. Any expense incurred or required to be paid in connection with any matter indemnified against in this Section, including reasonable attorney fees and expenses.

B. LunchByte shall indemnify and save harmless District, its respective successors and assigns from, against, for and in respect of:

1. Any loss or damage incurred or required to be paid because of the breach of any representation, warranty, covenant or agreement of LunchByte in this Agreement or in any document delivered by LunchByte pursuant to this Agreement;

2. Any expense incurred or required to be paid in connection with any matter indemnified against in this Section, including reasonable attorney fees and expenses.

C. Notice. The indemnified party shall use its best efforts to give prompt written notice to the indemnifying party or parties of any claim or event known to it which does or may give rise to a claim by the indemnified party against the indemnifying party or parties based on this Agreement, stating the nature and basis of said claims or events and the amounts thereof, to the extent known.

#### 8. LIMITATION OF LIABILITY.

A. IN NO EVENT SHALL LUNCHBYTE BE LIABLE TO DISTRICT FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, OR THE ACCURACY OR CORRECTNESS OF THE WEBSITE OR THE INFORMATION CONTAINED THEREIN, EVEN IF LUNCHBYTE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LUNCHBYTE'S LIABILITY TO DISTRICT HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT DISTRICT PAID TO LUNCHBYTE HEREUNDER.

B. IN NO EVENT SHALL LUNCHBYTE BE LIABLE TO DISTRICT FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF LUNCHBYTE IN PROVIDING ACCESS TO THE WEBSITE UNDER THIS AGREEMENT OR TO THE ACCURACY OR CORRECTNESS OF THE WEBSITE OR THE INFORMATION CONTAINED THEREIN.

9. TERM. Notwithstanding any thing herein to the contrary, this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

10. GENERAL. This Agreement shall be construed in accordance with and governed by the laws of the State of New York without reference to its conflicts of law principles.

The parties hereto agree that the exclusive venue and place of trial for the resolution of any disputes arising in connection with the interpretation or enforcement of this Agreement shall be either the United States District Court for the Western District of New York, Rochester, New York or the Monroe County Supreme Court, Rochester, New York. This Agreement shall be binding upon and inure to the respective successors, legal representatives, heirs and assigns of the parties hereto. No rights of third-party beneficiaries exist or are intended to exist under this Agreement. Headings and subheadings herein and in any Exhibits hereto are for convenience of reference only and are not of substantive effect. There are no oral agreements in connection with this Agreement. This Agreement constitutes the entire agreement of the parties hereto, and supersedes any prior agreements or understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended orally or by any course of conduct or usage of trade but only by an agreement in writing duly executed by the parties hereto. Any waiver of a breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision of this Agreement. If any article, paragraph, section, portion, subsection, subparagraph or subportion of this Agreement shall be determined to be unenforceable or invalid, it shall not affect the remainder of this Agreement, which shall be and remain binding and effective as against all parties hereto. Any notice required under this Agreement will be deemed given when mailed by regular mail postage paid to the appropriate party at the address first set forth above for LunchByte, at the address set forth below for District or to any other address to which a party has specified by notice given to the other party pursuant to this sentence. Both parties may assign this Agreement without the consent of the other. The representations, warranties and obligations of the parties hereto shall survive the termination of this Agreement. If performance of a party under this Agreement is delayed or prevented through no fault of its own by reason of labor disputes, inability to procure materials, failure of utility service, restrictive governmental laws or regulations, riots, insurrections, war, adverse weather, acts of God, or other similar cause(s) beyond the control of either party, the performance of such obligation shall be excused for the period of the delay.

IN WITNESS whereof the parties hereto have executed this Agreement this  
\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

LUNCH BYTE SYSTEMS, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
(title)

Western Placer Unified School District  
(District)

By: \_\_\_\_\_

Joyce Lopes  
Assistant Superintendent of Business Svcs  
(title)  
600 Sixth Street, 400  
(street)

Lincoln

(city)

CA 95648

(state)

(zip)

FAX SIGNED AGREEMENT TO JOYCE FOUNTAIN, PHYLLIS SADOWSKI OR KRIS VICKERS @ LUNCHBYTE, FAX # 1-585-227-8594 OR MAIL THE ORIGINAL TO LUNCHBYTE AT THE ADDRESS IN THE FIRST PARAGRAPH OF THIS AGREEMENT

## **Exhibit A**

### **MyNutrikids.com**

#### **Privacy Policy**

The privacy of the consumers who use this site is critically important to us. We respect your privacy and have implemented and enforce policies to make certain that your personal information is handled safely and responsibly. Personal information includes any information that uniquely identifies you as an individual such as name, address, phone number, or email address.

#### **Information Collected and its Use**

Personal information that you provide voluntarily is collected in order to complete your payment transaction and to allow you to view account information and transaction history information. This personal information may include information such as your name, address, phone number and email address. Payment processing shall be performed by PayPal, an eBay Company, which will collect credit card, debit card or U.S bank account information from you. Neither MyNutrikids.com nor Lunch Byte Systems, Inc. shall collect, store or have any access to your credit card, debit card or bank account information.

Your personal information is not sold or shared with anyone for any purpose other than to achieve successful completion of your payment transaction. Identifiable information is shared only with those parties entrusted with the processing of your payment. Please note that this policy does not apply to information we are required to disclose by law, or in cooperation with law enforcement agencies, or to any use of your information by any party entrusted with processing your payment.

#### **Choices regarding entry of personal information**

The entry of your personal information is strictly voluntary. However, certain information is required if you choose to complete a payment using this site.

#### **Commitment to Data Security**

We are committed to protecting the personal information that we collect. Secure Sockets Layer (SSL) protocol, an industry standard for transmitting data securely over the Internet, is used to encrypt the information before it is transmitted to us. Once we receive the information, your data is protected through a combination of strictly enforced procedures and a secured computer network designed in accordance with best practice guidelines. Multiple firewalls, multiple layers of data encryption and an Intrusion Detection System are all used to protect your data.

#### **Changes to the policy**

This policy may be changed, modified or amended at any time. However, such changes will not include the selling of information or provision to a third party except as required by law. Updates will be posted to this site. You are responsible for revisiting the page to review any updates. This policy was last modified on January 26, 2007.

#### **How to contact us**

If you have any concerns or questions regarding this privacy policy, you may contact us at [support@mynutrikids.com](mailto:support@mynutrikids.com).

## **TERMS AND CONDITIONS POS PURCHASE, INSTALLATION, TRAINING AND SUPPORT**

These Terms and Conditions (the "Agreement") made and entered into between LunchByte Systems, Inc., having its principal offices at 550 Latona Road, Building F, Rochester, New York 14626 ("Seller"), and the purchaser (hereinafter "Purchaser") listed on the Nutrikids Point of Sale – Proposal (Proposal) to which these Terms and Conditions are attached.

*I. Definitions. The following definitions shall apply for all purposes of this Agreement:*

- A) "Computer Hardware" shall mean the computer hardware and device specifically listed on the Proposal, excluding all Software.
- B) "Goods and Services" shall mean the Computer Hardware, Software, Miscellaneous Equipment, Hardware Installation Services, Software Installation Services and Training which Seller has agreed to deliver and Purchaser has agreed to accept, all as set forth in the Proposal.
- C) "Hardware Installation Services" shall mean the performance of cabling, powering-up and passing of test routines (as provided by the manufacturer) of the Computer Hardware and Miscellaneous Equipment, if such services are set forth on the Proposal.
- D) "Maintenance Documentation" shall mean all documentation provided by the Seller related to the maintenance or servicing of the Computer Hardware, including, but not limited to, maintenance manuals, diagnostic and other maintenance software, schematics, timing diagrams and interfaces
- E) "Miscellaneous Equipment" shall mean all items furnished by Seller that are not Hardware or Software.
- F) "Proposal" shall mean the Nutrikids Point of Sale - Proposal accepted by Purchaser and to which the Terms and Conditions are attached and incorporated therein by reference.
- G) "Purchaser's Equipment" shall mean computer hardware, peripherals, software and consumables to be provided by Purchaser at its facility and not provided by Seller.
- H) "Software" shall mean all software which has been preloaded on the Computer Hardware by the manufacturer or Seller or which is loaded on Purchaser's Equipment by Seller pursuant to Software Installation Services purchased by Purchaser and set forth in the Proposal.

- I) "Software Installation Services" shall mean the loading of the Software on the Computer Hardware and the passing of test routines (as provided by the supplier of the Software) by the Software.
- J) "Technical Support" shall mean telephone support during Seller's normal business hours, which are from 7:00 AM to 7:00 PM (EST), Monday through Thursday and 7:00 AM to 6:00 PM (EST), on Fridays, excluding holidays. Technical Support can be obtained by calling Seller's support line at 800-724-9853
- K) "Training Services" shall mean training in the use and maintenance of the Computer Hardware and Software.
- L) "User Documentation" shall mean the documentation normally made available by the Seller to purchasers of Computer Hardware relating to the use of the Computer Hardware; provided, however, User Documentation shall in no event include "Maintenance Documentation" (as defined in this Paragraph).

## *II. Title.*

- A) Seller hereby sells to the Purchaser the Computer Hardware and Miscellaneous Equipment identified on the Proposal. Upon payment to Seller of the purchase price set forth on the Proposal, title to the Computer Hardware and Miscellaneous Equipment shall vest in the Purchaser.
- B) Title in and to the User Documentation and Maintenance Documentation shall remain solely in the Seller and, subject to the payment of the purchase price set forth in the Proposal, Purchaser shall have an unrestricted right to use the User Documentation and shall have a non-exclusive license to use the Maintenance Documentation.
- C) Seller hereby delivers to Purchaser licenses to use and operate the Software. Title in and to the Software shall remain solely in the owner of the Software and is subject to all existing licenses including Seller's Multi Site Software License and Limited Warranty Agreement attached hereto.

## *III. Shipping and packaging.*

- A) The Seller shall select the mode of shipment of the Computer Hardware, Miscellaneous Equipment and/or Software and the cost of such shipment shall be Seller's then current area destination charge, which shall be added to the purchase price set forth in the Proposal. If Purchaser desires a different mode of shipment, Purchaser shall

advise Seller thereof, and Purchaser shall pay Seller any incremental costs associated with such different mode of shipment.

- B) The Computer Hardware, Miscellaneous Equipment and/or Software shall be packaged in accordance with Seller's then current packaging specifications for Computer Hardware and Software for the mode of shipment selected by Seller, and the cost of such packaging shall be included in the purchase price on the Proposal. If Purchaser desires or requires (including accommodating a different mode of shipment) different or special packaging, Purchaser shall advise Seller thereof, shall assume all liability therefor, and shall pay Seller all costs associated with such different or special packaging.
- C) The Computer Hardware, Miscellaneous Equipment and Software shall be delivered f.o.b. Purchaser's facility and Seller shall assume all risk of loss therefor during shipment.

#### *IV. Purchase Price, Taxes and Payment Terms.*

- A) The purchase price for the Goods and Services shall be as set forth in the Proposal (the "Purchase Price"). The Purchase Price, together with all applicable shipping charges, packaging charges, travel expenses, and other special charges and taxes, but less any credits or deposits, shall be payable to Seller as follows:

##### *Software and Hardware POS Purchase*

1. Software amount billed in full as a deposit upon acceptance of the Proposal (net 10);
2. Hardware amount and shipping expenses billed in full upon delivery of the Computer Hardware to Purchaser's site (net 10). Hardware will not be shipped until Software is paid for in full; and
3. The balance (including travel expenses) after the cutover ("go live") date (net 30). No Services will be scheduled or rendered until all Hardware is paid for in full.

##### *Software Only*

1. Billed in full plus shipping upon acceptance of the Proposal (net 30).
- B) Purchaser shall pay all taxes based on or in any way measured by this Agreement on the Goods and Services, including any personal property taxes but, excluding taxes based on Seller's net income. Where applicable these taxes will be billed and collected by Seller to

be remitted to the taxing authorities by Seller. Where Purchaser is exempt from payment of these taxes, Purchaser shall submit to Seller applicable exemption certificate from State authorities verifying their exemption at the time of the contract agreement.

- C) Any Seller invoice, which is paid more than thirty (30) days after it is issued, will bear a late charge of one and one half percent (1.5%) per month from the date of the invoice, but not to exceed the highest legal rate allowed by law. If Seller is required to take any legal action to collect any amount due from Purchaser pursuant to this Agreement, Purchaser will pay all attorney fees and costs of such action.

#### *V. Hardware Installation Services and Software Installation Services.*

- A) If Purchaser has purchased Hardware Installation Services which are set forth on the Proposal, Purchaser shall have the exclusive responsibility for preparing and maintaining the site for the Computer Hardware and Miscellaneous Equipment, including, without limitation, providing power and environmental requirements (as specified by Seller), wiring, network connections and communications lines, and for obtaining and maintaining the necessary permits and certifications therefor. Prior to scheduling Hardware Installation Services at Purchaser's facility, Purchaser will certify to Seller in writing that it has satisfied all of Seller's pre-installation requirements. Purchaser's failure to prepare and maintain the site and to obtain the necessary permits and certifications shall delay Seller's obligation to perform Hardware Installation Services. If upon arrival at Purchaser's site, Seller cannot immediately commence Hardware Installation Services due to Purchaser's failure to complete its obligations pursuant to this Subparagraph, then Purchaser will reimburse Seller for any and all additional costs Seller incurs.
- B) If Purchaser has purchased Hardware Installation Services which are set forth on the Proposal, Seller shall perform the Hardware Installation Services at the facility designated by the Purchaser, as soon as reasonably practicable after delivery of the Computer Hardware and Miscellaneous Equipment to the Purchaser's facilities. If Seller is precluded from performing Hardware Installation Services by applicable law or union contract, Purchaser may require that Seller supervise others in the performance of such Hardware Installation Services and Purchaser shall bear all incremental costs for the performance thereof.
- C) If Purchaser has not purchased Hardware Installation Services, but has purchased Software Installation Services and/or Training Services, then prior to Seller arriving at Purchaser's site to perform the Software Installation and/or Training Services, Purchaser will have installed and

tested all hardware and software purchased from third parties ("Purchaser's Equipment") and certified to Seller in writing that Purchaser's Equipment is operating in accordance with the manufacturer's specifications and any requirements specified by Seller. During the term for Software Installation and/or Training Services, Purchaser shall provide Seller with access to Purchaser's Equipment and with sufficient workspace required to perform Software Installation Services and/or Training Services. If upon arrival at Purchaser's site, Seller cannot immediately commence Software Installation Services and/or Training Services due to Purchaser's failure to complete its obligations pursuant to this Subparagraph, then Purchaser will reimburse Seller for any and all additional costs Seller incurs.

- D) During the term hereof, Purchaser shall take such action as may be necessary to permit Seller to perform the Hardware and/or Software Installation Services without interference from Purchaser or third parties.
- E) The Hardware Installation Services and/or Software Installation Services required to be performed hereunder shall be subject to Purchaser's written acceptance; but, if Purchaser has not rejected such services within thirty (30) days after completion thereof and the Computer Hardware, Miscellaneous Equipment and/or Software has passed the test routines therefor, as supplied by the supplier of the Computer Hardware, Miscellaneous Equipment and Software, acceptance shall be deemed to have been given.
- F) If pursuant to the Proposal, Seller has agreed to input the account balances of Purchaser's students, Purchaser shall provide those balances to Seller in a timely manner and Seller shall input the balances and notify Purchaser when entry is complete. Purchaser is responsible for the accuracy of the account balances provided to Seller for input and Seller shall not be liable if balances are incorrect. Within five (5) days of notice of completion, Purchaser shall submit any corrections to Seller and Seller shall submit the corrections to Purchaser for final approval within five (5) days. If Purchaser fails to submit corrections to Seller within any five (5) day approval period, Seller is automatically released and held harmless from any and all liability for any account balance which thereafter proves to be incorrect.
- G) Unless provided in the Proposal, Seller will not install hardware that was not purchased from Seller.

#### *VI. Performance of Training Services.*

- A) Seller shall provide the number of man days of Training Services set forth in the Proposal at the times and places mutually acceptable to Seller and Purchaser, said Training Services to be performed at Purchaser's facility by personnel knowledgeable in the use and maintenance of the Computer Hardware and Software.
- B) Seller shall be responsible for providing appropriate student and instructor materials and shall have copies of student materials for each person attending the Training Services or shall provide Purchaser, prior to the performance of such Training Services, with masters thereof for duplication by Purchaser.
- C) During the period that Seller is performing Training Services, Purchaser shall provide Seller with access to the Computer Hardware and Miscellaneous Equipment or Purchaser's Equipment and with sufficient and appropriate space to conduct Training Services.
- D) The Purchaser will be responsible for any fees resulting from cancellation of travel once Purchaser commits to dates for On Site Installation and/or Training.

*VII. Hardware Warranty.*

- A) Seller warrants that the Computer Hardware is free from defects in material and workmanship (the "Hardware Warranty") for a period of twelve (12) months from the date of shipment (the "Hardware Warranty Period").
- B) The Hardware Warranty is for factory repair of the Computer Hardware. Seller's liability shall be limited to repair of the Computer Hardware defect or, at Seller's option, replacement with an equivalent reconditioned unit.
- C) Seller shall incur no obligation under the Hardware Warranty if any of the following conditions apply:
  - 1. The allegedly defective goods are not returned to Seller within the Warranty Period;
  - 2. Seller's tests disclose that the alleged defect is not due to defects in material or workmanship;
  - 3. Modifications or repairs have been attempted to the Computer Hardware by any party other than Seller;
  - 4. The Computer Hardware has been damaged by misuse, abuse of any kind, misapplication, or accident;

5. Any part of the Computer Hardware label has been removed; or
  6. Attachments, features or devices are employed on the Computer Hardware that are not approved by the Seller.
- D) EXCEPT AS AND TO THE EXTENT EXPRESSLY PROVIDED IN THIS PARAGRAPH, AND IN LIEU OF ALL OTHER WARRANTIES, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE COMPUTER HARDWARE.
- E) If Purchaser did not purchase Purchaser's Equipment from Seller, then Purchaser shall be solely responsible for the selection, use, efficiency and suitability of Purchaser's Equipment.

*VIII. Return Procedures for Repairs to Computer Hardware.*

- A) In the event that repairs to the Computer Hardware are required, as determined by Seller's technical support staff, Purchaser must then obtain a Return Material Authorization ("RMA") number in order to return the equipment to the Seller. The RMA number can be obtained from the Seller's repair department in Rochester, NY by phone, fax, or letter and the unit(s) returned as follows:
1. Seller's hours of operation for personal phone support to obtain a RMA are 8:00AM to 5:00PM Eastern Standard Time.
  2. Seller's Phone: 585-227-6740 or 800-724-9853; Fax: 585-227-8594
  3. Computer Hardware is to be returned to the address in this Subparagraph or to such other address provided by Seller, with the RMA # clearly showing on the address label. Send to: LunchByte Systems, Inc., 550 Latona Road, Building F, Rochester, NY, 14626, RMA#: \_\_\_\_\_
  4. In order to process Purchaser's RMA and repair request, Purchaser must provide the following information:
    - a. Company name & address
    - b. Contact name, phone & fax No., or e-mail address
    - c. Model, part & serial No. of unit(s) in need of repair
    - d. Detailed description of the problem
  5. All returns MUST display a valid RMA number on the outside of the shipping container or package. Any Computer Hardware

returned without an RMA number will be refused. RMA numbers are valid for thirty (30) days from the date of issuance.

6. Hardware Warranty status will be determined at the time of a RMA request.

B) At the discretion of the Seller, when Computer Hardware returned within the Hardware Warranty Period is deemed non-repairable, it may be replaced with an equivalent reconditioned unit or repaired as follows:

1. Seller will use commercially reasonable efforts to either repair or, at its option, replace defective Computer Hardware covered under the Hardware Warranty within ten (10) working days of receipt.
2. All Purchaser returns must be shipped freight pre-paid. Seller will return ship all repairs UPS ground, or a similar service, pre-paid to the Purchaser. Expedited freight is at Purchaser's expense, but does not affect repair time.
3. Unless otherwise specified, all repaired Computer Hardware will be returned in the same condition, i.e. packaging and accessories, as it was received.
4. The warranty period for repaired or replaced Computer Hardware shall be the remainder of the original warranty or thirty days (30), whichever is greater.
5. Computer Hardware warranties are for factory repair, not replacement.

C) If Computer Hardware is out of the Hardware Warranty Period, deemed to have failed for reasons other than those covered by the Hardware Warranty or is returned for repair and found to be in operating order, the following will apply:

1. A Purchase Order must be provided for out-of-warranty repair costs if applicable. Repair costs vary according to model and are subject to change without notice. A basic charge of **\$125.00 per unit** will apply. A repair estimate for additional charges will be prepared for Purchaser approval prior to completing the repair if necessary. If Purchaser approval is not obtained within the 10 day period after the repair estimate is provided, the unit will be returned and an invoice for the basic charge of \$125.00 will be submitted.
2. If Computer Hardware is deemed to have failed for reasons other than those covered by the Hardware Warranty, the basic repair charge of \$125 per unit will be assessed for services rendered to the Computer Hardware. A basic charge of \$125.00

per unit will apply when the Purchaser decides not to repair the Computer Hardware.

3. If Computer Hardware is returned for repair and found to be in operating order (i.e., no problem found), a bench charge of **\$75.00 per unit** will be assessed for testing and trouble shooting.
4. All returns must be shipped freight pre-paid to the Seller or its designated agent. Return shipments to the Purchaser will be via UPS ground, or a similar service, unless specified otherwise. Shipments are FOB factory.
5. Repairs or replacement units, for out of warranty units, will carry a 30 day warranty.

D) Return Procedures for D.O.A. Items:

1. In addition to meeting the above criteria for all Hardware Warranty repairs, dead on arrival ("D.O.A.") returns are defined as a failure directly out of the factory box, or within thirty (30) days from the date of original shipment (subject to verification).
2. Equipment meeting the D.O.A. definition will be replaced at no charge via overnight shipment, subject to availability.
3. If the DOA Computer Hardware is not returned to Seller (with an RMA number) within 30 days, the replacement Computer Hardware will be invoiced at list price.

IX. Product Return Policy and Procedure.

- A) Seller does not accept returns after 60 days from the date on the packing slip.
- B) Seller will assess a fifteen percent (15%) restocking fee, plus shipping and handling, which will be deducted from any refund or credit. Purchaser will not receive credit for any damaged Computer Hardware or Software media.
- C) Do not return product without authorization or it will not be accepted. You must obtain a Return Material Authorization (RMA) number. The RMA number can be obtained from the Seller's Sales department in Rochester, NY by phone, fax, or letter.
  1. Seller's hours of operation for personal phone support to obtain the RMA number are 8:00AM to 5:00PM Eastern Standard Time on normal business days.
  2. Seller's Phone: 585-227-6740 or 800-724-9853; FAX 585-227-8594.
  3. Product is to be returned to the address in this subparagraph or to such address provided by Seller, with RMA number clearly

showing on the address label. Send to: LunchByte Systems, Inc., 550 Latona Road, Building F, Rochester, NY 14626, RMA # : \_\_\_\_\_

4. In order to process Purchaser's return request, Purchaser must provide the following information:
  - a. Company name & address
  - b. Contact name, phone & fax No., or e-mail address
  - c. Model, part & serial No. of unit(s) to be returned
5. You must ship the products to LunchByte Systems, Inc. within five days of the date that LunchByte Systems, Inc. issues the Return Material Authorization number. Return Shipping instructions are as follows:
  - a. You must return the products to LunchByte Systems, Inc. in their original packaging, in as-new condition along with any media, documentation, and all other items that were included in the original shipment,
  - b. All returns must display the RMA number on the outside of the container or package. Any computer hardware returned without RMA number will be refused,
  - c. Purchaser agrees to prepay shipping charges,
  - d. Insure the shipment for full value of items returned or accept the risk of loss or damage during shipment.

*X. Training Services Warranty.*

Seller warrants that the Training Services will be conducted in a professional manner and that, upon completion thereof, Purchaser's employees will have been instructed in the use and maintenance of the Computer Hardware and Software (the "Training Warranty"). WHILE SELLER BELIEVES THE TRAINING MATERIALS USED IN THE PERFORMANCE OF THE TRAINING SERVICES ARE ACCURATE AND CORRECT, SELLER DOES NOT WARRANT THE ACCURACY OR THE CORRECTNESS OF SUCH MATERIALS. THE FOREGOING NOTWITHSTANDING, SELLER DOES NOT WARRANT THE RESULTS OF THE TRAINING SERVICES PERFORMED HEREUNDER, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

*XI. Installation Warranty.*

Seller warrants that the Hardware Installation Services if purchased by the Purchaser and the Software Installation Services shall be of good quality and workmanship and shall be in accordance with the procedures for installation set forth by the suppliers of the Computer Hardware, Miscellaneous Equipment and Software (hereinafter collectively referred to as the "Installation Warranty"). EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, SELLER DOES NOT WARRANT THE HARDWARE INSTALLATION SERVICES AND/OR SOFTWARE INSTALLATION SERVICES PERFORMED HEREUNDER, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

*XII. Miscellaneous Equipment Warranty.*

Seller warrants that the Miscellaneous Equipment is free from defects in material and workmanship (the "Miscellaneous Equipment Warranty") at the time of acceptance by the Purchaser. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH REGARD TO THE MISCELLANEOUS EQUIPMENT.

*XIII. Termination or Cancellation.*

A) This Agreement may be terminated or cancelled by Seller if

1. Purchaser fails to pay Seller the full Purchase Price when due;
2. Purchaser is in default of any provision of this Agreement and such default has not been cured within 20 days of written notice thereof given by the Seller, or
3. Purchaser seeks protection, voluntarily or involuntarily, under any bankruptcy laws.

B) In the event of any termination or cancellation of this Agreement, Seller may:

1. Declare all amounts owed to Seller to be immediately due and payable; and
2. Enter the Purchaser's premises and repossess the Computer Hardware, Miscellaneous Equipment, Software and all other items supplied by Seller hereunder.

- C) The foregoing rights and remedies of Seller shall be cumulative and in addition to all other rights and remedies available to Seller in law and in equity.

*XIV. Limitation of Liability.*

- A) IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST REVENUE, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.
- B) IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF THE SELLER IN THE DELIVERY OR INSTALLATION OF THE COMPUTER HARDWARE OR SOFTWARE OR IN THE PERFORMANCE OF INSTALLATION SERVICES OR OTHER SERVICES UNDER THIS AGREEMENT.

*XV. Software:*

Any and all software provided by Seller to Purchaser shall be subject to the terms and conditions of separate software license agreements.

*XVI. Confidentiality.*

Purchaser agrees that the training materials used by Seller in the performance of the Training Services are confidential and proprietary to Seller. Purchaser shall not disclose such training materials to third parties and shall limit access to the training materials and Training Services to those employees who are actively engaged in the use and/or maintenance of the Computer Hardware and Software.

*XVII. Excusable Delay.*

Neither party shall be liable to the other for any delays in the performance of Hardware Installation Services, Software Installation Services or Training Services hereunder or for any failure to perform hereunder if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond the reasonable control of the party seeking to excuse such delays or failures.

*XVIII. General.*

- A) This Agreement shall be effective upon acceptance in writing of the Proposal by an authorized representative of Purchaser.

- B) Any cause of action arising out of or related to this Agreement must be brought no later than one (1) year after the cause of action has accrued.
- C) This Agreement and the Nutrikids Point of Sale Proposal or POS Contract to which it is attached are the sole agreements between the parties relating to the subject matter hereof and supersede all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may only be amended by a writing executed by the authorized representatives of both parties.
- D) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.
- E) No modification or waiver of this Agreement or any part hereof shall be effective unless in writing and signed by the party or parties sought to be charged therewith. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. No course of dealing between or among any of the parties hereto will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.
- F) If any provision of this Agreement shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- G) Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (i) upon delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified or registered mail, return-receipt requested and postage prepaid, or (iii) on the first day following delivery to a nationally recognized United States overnight courier service, fee prepaid, return-receipt or other confirmation of delivery requested. Any such notice or communication shall be delivered or directed to a party at its address set forth on the Proposal or at such other address as may be designated by a party in a notice given to all other parties hereto in accordance with the provisions of this Section.
- H) The parties hereto agree that the exclusive venue and place of trial for the resolution of any disputes arising in connection with the

interpretation or enforcement of this Agreement shall be either the United States District Court for the Western District of New York, Rochester, New York or the Monroe County Supreme Court, Rochester, New York. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York pertaining to contracts made and to be wholly performed within such state, without taking into account conflict of laws principles.

- I) The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- J) This Agreement shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties hereto to express their mutual intent, and no presumption or rule of strict construction will be applied against any party hereto.
- K) Purchaser may not assign or transfer its interest in this Agreement without the prior written consent of Seller.
- L) Purchaser acknowledges that all on-site services set forth in the Proposal are performed by Seller's employees. Purchaser will not ask or expect any of Seller's employees to violate any labor or employment law or regulation in the performance of their on site duties including, but not limited to, those requiring a meal and/or rest break after a maximum number of continuous hours of work.
- M) On-site service days are generally defined as eight (8) hour work days exclusive of required rest breaks and will not exceed ten (10) hours. If Seller's employees are required to work in excess of ten (10) hours within a single day, Seller may invoice Purchaser for the excess labor hours at an hourly rate calculated by dividing the on-site day rate specified on the Seller's proposal by eight (8) hours. Purchaser is required to obtain approval of excess labor hours from Seller's POS Customer Support Manager or designee prior to hours in excess of ten (10) per day being performed.
- N) Seller is only required to perform services and provide equipment and software specified in the Proposal. If Purchaser causes any of Seller's employees to perform services or furnish equipment or software beyond the scope of the Proposal, Seller, at its sole discretion, may invoice Purchaser for the reasonable value of the services, equipment and software provided and Purchaser will pay such invoice within ten (10) days of its date.

## MULTI-SITE SOFTWARE LICENSE AND LIMITED WARRANTY AGREEMENT

This is a legal agreement between You, the Licensee and LunchByte Systems, Inc., with its principal office located at 550 Latona Road, Building F, Rochester, New York 14626 ("LunchByte"). By accepting the NUTRIKIDS® Point of Sale – Proposal (the "Proposal") to which this License is attached, You are agreeing that the following terms and conditions will apply to Your use of LunchByte's Point of Sale + Vending software (hereinafter collectively referred to as the "Software") and to Your use of the documentation, as hereinafter defined, included with the Software ("Documentation"). This is a License Agreement and not an agreement for sale.

1. **GRANT OF LICENSE.** LunchByte grants You a nonexclusive, and nontransferable license to use the Software and Documentation in the number of cafeterias, on the number of stations and on the number of vending machines set forth on the original signed and dated Proposal. *Documentation shall mean the end-user manual that describes installation, use and operation of the Software and shall include the Technical Specifications referred to in Paragraph 6.* LunchByte grants no other rights in the Software or Documentation and retains the right to terminate this Agreement at any time should You violate any of its terms.

2. **OWNERSHIP AND TITLE.** LunchByte owns exclusive title to the Software, the Documentation and all your copies of this Software. LunchByte's ownership and rights are protected by United States patent and copyright laws and international treaty provisions. LunchByte is not aware of any patent, copyright or other rights which may be infringed by Your use of the Software or Documentation. This License is not a sale of any interest in the original copy of the Software or Documentation or in any subsequent copies regardless of their form.

3. **COPIES PERMITTED.** You may make copies of this Software for back-up, security and archival purposes only, but may only use the Software in conjunction with the number of cafeterias, stations and vending machines specified in the original signed and dated Proposal, and for no other purpose. You must include LunchByte's copyright notice on any such copies. Any other copying of the Software, regardless of whether it has been modified, merged or included with other software, or of the Documentation, is prohibited by this License and by federal law.

4. **USE RESTRICTIONS.** You may move Licensed copies of the Software from one of Your computers or vending machines ("Machines") to another Machine owned or leased by You, provided the Licensed copies reside only on the Machines serving the number of cafeterias, stations and vending machines set forth in the original signed and dated Proposal at any time. You may not give copies of the Software or Documentation or transfer this License to any other person or entity, nor lend, rent, lease, license, sublicense, sell or otherwise dispose of the Software or the Documentation or the right to use the Software or Documentation to any other party. You may not use this Software or Documentation in more cafeterias or for more stations or for more vending machines than the number specified in the original signed and dated Proposal. You also may not adapt, modify, decompile, disassemble, reverse engineer, translate or create any derivative works based upon the Software, or adapt, modify, translate or create derivative works based upon the Documentation.

5. **LICENSEE REPRESENTATIONS AND WARRANTIES REGARDING VENDING MODULE.** If the Proposal includes license(s) for the vending machine integration module, then at all times during the term of this License, You represent and warrant that: a) You will provide and maintain vending machines i) using multi drop bus protocol ("MDB"), ii) with MDB software supporting cashless peripheral devices (card readers), iii) that communicate with LunchByte's software and iv) that are properly refrigerated when stocked with perishable food and have an operating health control system that automatically disables the vending machine in the event of high temperatures inside the vending machine and b) You are in and will maintain compliance with United States Department of Agricultural regulations and all other applicable laws, rules and regulations ("USDA Requirements") regarding the use of vending machines for dispensing reimbursable meals and/or ala carte items.

6. **CONDITION OF LICENSE AND TERMINATION.** This License is granted to You on the express condition that You will only use the Software and Documentation in accordance with the terms of this License Agreement. If You fail to comply with any of the restrictions stated in this License, the License will be deemed terminated without notice to You, and You may no longer use the Software and Documentation and are

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required to return the original and all existing copies of the Software and Documentation to LunchByte, or to destroy all copies.

7. **LIMITED WARRANTY.** LUNCHBYTE WARRANTS TO YOU, THE ORIGINAL LICENSEE, THAT FOR A PERIOD OF ONE (1) YEAR FROM THE GO LIVE DATE: (A) THE DISKS ON WHICH THE SOFTWARE IS RECORDED ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE, AND (B) THE SOFTWARE WHEN PROPERLY LOADED INTO AN APPROPRIATE MACHINE, WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS SPECIFICALLY TITLED AND IDENTIFIED AS SUCH IN THE DOCUMENTATION.

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12. **TECHNICAL SUPPORT.** Telephone support is available at no charge during the first year from the Go Live date. You can contact LunchByte technical support by telephoning (585) 227-6740, Monday through Thursday from 7:00 AM to 7:00 PM (EST) and Friday from 7:00 AM to 6:00 PM, excluding holidays.

13. **MISCELLANEOUS.** This Agreement shall be governed by the substantive laws of the State of New York without regard to conflicts of laws. This Agreement constitutes the entire Agreement between LunchByte and You with respect to its subject matter.

If You have any questions regarding this Agreement or wish to contact LunchByte for any reason,  
please write to:

David Turner, Operation Manager  
LunchByte Systems, Inc.  
550 Latona Road, Building F  
Rochester, New York 14626

**REPORTS**

**AND**

**COMMUNICATION**

**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:**

Going Green: Presentation  
On Energy Efficiency &  
Sustainability

**AGENDA ITEM AREA:**

Report

**REQUESTED BY:**

Cathy Allen, Assistant Superintendent  
Facilities & Maintenance Services

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Facilities

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Staff will present information on the process of adopting a "Green" approach to energy efficiency and sustainability.

**RECOMMENDATION:**

None.

7.5

	<p><b>Achieving Cost Savings with Energy Agreements</b></p> <p>Should you "go green"?</p> <p>Cathy Allen, Assistant Superintendent Facilities &amp; Maintenance Services April 5, 2011</p>

	<p><b>Overview</b></p>
	<ul style="list-style-type: none"> <li>■ Evaluating Energy Needs</li> <li>■ Developing Energy Saving Options</li> <li>■ Financing Energy Conservation Facility</li> <li>■ Ingredients for Success</li> <li>■ Thoughtful Perspectives</li> <li>■ Annual Cost of Utilities</li> <li>■ Conservation Next Steps</li> </ul>

	<p><b>Evaluating Energy Needs</b></p>
	<p><b>Who should evaluate?</b></p> <ul style="list-style-type: none"> <li>■ District staff</li> <li>■ Independent consultants</li> <li>■ Utilities</li> <li>■ Vendors with a product for sale</li> </ul>

	<p><b>Evaluating Energy Needs</b></p>
	<p><b>Method of Selection of Consultant(s)</b></p> <ul style="list-style-type: none"> <li>■ RFP or RFQ</li> <li>■ Whoever approaches the District</li> </ul>

	<p><b>Evaluating Energy Needs</b></p>
	<p><b>Legal Parameters for Selection of Consultants</b></p> <ul style="list-style-type: none"> <li>■ Special Services under Gov. Code § 53060</li> <li>■ Competitive Selection under Gov. Code § 4525 et seq.</li> </ul>

	<p><b>Developing Energy Saving Options</b></p>
	<p><b>Who should evaluate?</b></p> <ul style="list-style-type: none"> <li>■ District staff</li> <li>■ Independent consultants</li> <li>■ Utilities</li> <li>■ Vendors with a product for sale</li> </ul>

7.5.1

	<b>Developing Energy Saving Options</b>
	<p><b>What options should be considered?</b></p> <ul style="list-style-type: none"> <li>■ Energy efficiency mechanisms <ul style="list-style-type: none"> <li>– Do these first as part of: <ul style="list-style-type: none"> <li>■ New construction</li> <li>■ Modernization</li> <li>■ Deferred maintenance</li> <li>■ Maintenance or repair projects</li> <li>■ Stand alone projects</li> </ul> </li> </ul> </li> </ul>

	<b>Developing Energy Saving Options</b>
	<p><b>What are the criteria for evaluation of options?</b></p> <p><b>Possible District Goals:</b></p> <ul style="list-style-type: none"> <li>■ Reducing energy use</li> <li>■ Reducing energy purchase from a public utility</li> <li>■ Becoming "Grid-neutral" within a given period of time</li> <li>■ Shifting operating costs to capital costs</li> <li>■ Obtaining predictable energy costs</li> <li>■ Teaching new energy habits</li> <li>■ Changing an energy consumption culture</li> </ul>

	<b>Developing Energy Saving Options</b>
	<p><b>What are the criteria for evaluation of options?</b></p> <p><b>Factors to consider:</b></p> <ul style="list-style-type: none"> <li>■ Assumptions built into the energy savings hypothesis</li> <li>■ Projected changes in demographics and energy needs</li> <li>■ Board's risk tolerance</li> <li>■ Projected District facility needs</li> <li>■ Community expectations</li> </ul>

	<b>Developing Energy Savings</b>
	<ul style="list-style-type: none"> <li>■ Legal parameters for Energy Efficiency Agreements <ul style="list-style-type: none"> <li>– Great latitude on how to structure these agreements: <ul style="list-style-type: none"> <li>■ "greatest possible flexibility" is allowed</li> <li>■ contracts may be let without bidding</li> </ul> </li> <li>– District may award the contract on the basis of: <ul style="list-style-type: none"> <li>■ the experience of the contractor,</li> <li>■ the type of technology employed by the contractor</li> <li>■ the cost to the local agency, and</li> <li>■ any other relevant considerations</li> </ul> </li> </ul> </li> </ul>

	<b>Financing Energy Conservation</b>
	<ul style="list-style-type: none"> <li>■ Incentives</li> <li>■ Power Purchase Agreement</li> <li>■ Direct Purchase</li> </ul>

	<b>Financing Energy Conservation</b>
	<p><b>Incentives</b></p> <ul style="list-style-type: none"> <li>■ What incentives are available? Who administers the programs? <ul style="list-style-type: none"> <li>– i.e., California Solar Initiative Program</li> </ul> </li> <li>■ Who owns the incentives?</li> <li>■ Who applies for the incentives?</li> </ul>

	<b>Financing Energy Conservation</b>
	<ul style="list-style-type: none"> <li>■ <b>Power Purchase Agreements</b> <ul style="list-style-type: none"> <li>– Investment Tax Credit (ITC) <ul style="list-style-type: none"> <li>■ Tax credits have diminished but are still available</li> </ul> </li> <li>– District contracts with a provider that finances, designs, installs, monitors and maintains solar generation facilities</li> <li>– District enters into ground lease or easement for provider to place solar facilities on district property</li> <li>– District purchases power from provider and can buy facility at fair market value after 7 years</li> </ul> </li> </ul>

	<b>Financing Energy Conservation</b>
	<ul style="list-style-type: none"> <li>■ <b>Power Purchase Agreement</b> <ul style="list-style-type: none"> <li>■ Pros <ul style="list-style-type: none"> <li>– No or low initial capital outlay</li> <li>– Cost of facility offset partially by Federal Investment Tax Credit</li> <li>– Pre-determined cost for electricity</li> </ul> </li> <li>■ Cons <ul style="list-style-type: none"> <li>– Long term commitment (20, 25, 30 years)</li> <li>– District does not own the facility unless buyout at fair market value after 7 years</li> <li>– Timing of Buyout options limited</li> <li>– Price includes profit for third party financing entity (usually unknown)</li> </ul> </li> <li>■ Risks <ul style="list-style-type: none"> <li>– Price paid for energy may not always be less than what PG&amp;E charges</li> <li>– Allocation of energy credits without knowing future value</li> </ul> </li> </ul> </li> </ul>

	<b>Financing Energy Conservation</b>
	<ul style="list-style-type: none"> <li>■ <b>Direct Purchase – Structure</b> <ul style="list-style-type: none"> <li>■ District arranges financing <ul style="list-style-type: none"> <li>– GO bonds</li> <li>– State School Facility Program</li> <li>– Federal funds or loan incentives</li> <li>– Other District funds</li> </ul> </li> <li>■ District designs and constructs facility</li> <li>■ District operates and maintains facilities</li> <li>■ District pays utility for any excess energy used and owns all credits</li> </ul> </li> </ul>

	<b>Financing Energy Conservation</b>
	<ul style="list-style-type: none"> <li>■ <b>Direct Purchase</b> <ul style="list-style-type: none"> <li>■ Pros <ul style="list-style-type: none"> <li>– District will achieve all of the savings without paying a premium to a third party</li> <li>– Cost is capital outlay that reduces operating costs for energy</li> <li>– New funding options</li> <li>– District owns credits</li> </ul> </li> <li>■ Cons <ul style="list-style-type: none"> <li>– District has to pay for design and construction</li> <li>– District does not qualify for Federal Investment Tax Credit</li> <li>– District has to maintain facilities</li> </ul> </li> <li>■ Risks <ul style="list-style-type: none"> <li>– No guarantee that sufficient savings will be achieved</li> <li>– If facility generates too much energy, utility has a windfall; this may be changing with new law</li> </ul> </li> </ul> </li> </ul>

	<b>Ingredients for Success</b>
	<ol style="list-style-type: none"> <li>1. District Vision and Leadership</li> <li>2. Partnership between M&amp;O, Facilities, Curriculum, and Business Services</li> <li>3. Communication with Staff and Community</li> <li>4. Start small; Existing contracts</li> <li>5. Enlist support: What can you do to help?</li> <li>6. Changing a culture of behavior</li> <li>7. Students as a catalyst for change</li> </ol>

	<b>Ingredients for Success</b>
	<ul style="list-style-type: none"> <li>■ <b>5 Components</b> <ul style="list-style-type: none"> <li>– Facilities</li> <li>– Grounds/Landscaping</li> <li>– District Vehicles</li> <li>– Curriculum</li> <li>– Corporate/Community Partnerships</li> </ul> </li> </ul>

7.5.3

Ingredients for Success	
	<ul style="list-style-type: none"> <li>■ <b>Building Benchmarks</b> <ul style="list-style-type: none"> <li>- Hours of Operation               <ul style="list-style-type: none"> <li>■ High Schools</li> <li>■ Middle Schools</li> <li>■ Elementary Schools</li> </ul> </li> <li>- Lighting</li> <li>- Temperature – Cooling Season</li> <li>- Temperature – Heating Season</li> <li>- Irrigation</li> <li>- Small Appliances</li> <li>- Information Exchange</li> </ul> </li> </ul>

Thoughtful Perspectives	
	<ol style="list-style-type: none"> <li>1. Am I fulfilling my fiduciary responsibility to maximize the value of each dollar that we spend? Is there a way to squeeze more money from Facilities to support the General Fund?</li> <li>2. What is a realistic goal that can be accomplished in our District so as not to burn staff out chasing every option that is out there? Staff has a lot on their plate; I don't want to ask them to jump after every whim.</li> <li>3. What can we do that will engage students, faculty and the community at large? Ultimately, the public must like what we pursue, and we want to be able to "sell" it to them that this project is the highest and best use of our resources right now.</li> </ol>

Thoughtful Perspectives	
	<ol style="list-style-type: none"> <li>4. What is the potential for this project to pay for itself and over what period of time?</li> <li>5. Am I just accepting outside advisors' assumptions about electricity/gas usage levels and rates? In other words, if rates go up faster, what is our exposure? What level of control do we have over the utilities' ability to charge us whatever rate they want to charge? Am I in a position to dictate use and/or rates, and, if not, what level of control can I get?</li> </ol>

Thoughtful Perspectives	
	<ol style="list-style-type: none"> <li>6. Conservation efforts sound good and feel good, but we use more energy today than we used to, so unless we go back to the dark ages, I don't think conservation only will ever really move the needle on lowering energy costs. Will a proposed project move the needle?</li> <li>7. What is the timeline to make an impact District-wide and to see real results that we can demonstrate to the public? We don't want to spend a lot of time accomplishing marginal results. If we are going to make a splash and generate public support and buy-in, does a particular project have the scalability to get us there or not, and over what time period?</li> </ol>

Annual Cost of Utilities	
<u>Utility</u>	<u>Cost</u>
Electricity	\$1,044,331
Natural Gas	\$109,928
Water	\$376,937
Telephone	\$40,311
Garbage	<u>\$105,932</u>
Total	\$ 1,677,439

Challenges	
	<ul style="list-style-type: none"> <li>■ Complex set of rebate programs that constantly change from our energy providers</li> <li>■ California Division of the State Architect</li> <li>■ Local Utilities</li> <li>■ 2010 Mandatory Green Building Code</li> <li>■ No, or limited, local dollars</li> </ul>

7.5.4

	<b>Summary</b>
	<ul style="list-style-type: none"> <li>■ District leadership and vision is essential <ul style="list-style-type: none"> <li>– Formation of an "Energy Committee"?</li> </ul> </li> <li>■ Communicate with staff the following: <ul style="list-style-type: none"> <li>– Utility costs will continue to rise</li> <li>– Every dollar saved is an additional dollar for other uses</li> <li>– Talk the talk and walk the walk</li> <li>– Imperative to educate students about the future</li> <li>– Find a project to link facilities with curriculum</li> </ul> </li> </ul>

	<b>School Board Direction/Discussion/Questions</b>
	<ul style="list-style-type: none"> <li>■ What specific goals you would like to see?</li> <li>■ Are there additional steps you would like to see us incorporate into our work plan?</li> <li>■ What other questions or issues would you like us to consider as we move forward?</li> </ul>

**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:**

Consider Adopting Resolution No. 10/11.15  
Regarding Early Retirement Incentive Program  
Through the Public Agency Retirement Services  
(PARS) & Authorizing the District to enter into an  
agreement with PARS to design and administrate a  
supplementary retirement plan (SRP) for eligible  
employees provided there is sufficient employee  
participation.

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Scott Leaman, Superintendent &  
Ryan Davis  
Director of Human Services



**ENCLOSURES:**

Resolution No. 10/11.15

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

General Fund Savings

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

Yes

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**BACKGROUND:**

The Western Placer Unified School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage senior Certificated and senior Classified employees to retire early. The goal of the program is to generate savings, or at a minimum, no cost to the District by increasing the numbers of retirements in the 2010-2011 school year. The PARS breakeven scenario is projected to save the District approximately \$158,085 or more in 2011-2012 and approximately \$268,388 or more cumulative over 5 years. The program allows the District to offer the plan, conduct enrollments, analyze the participation, and elect to move forward or cancel the program depending on the participation and overall projected savings or cost of the program.

As the trust administrator of the Supplementary Retirement Plan (SRP), PARS will assist the District in the initial design, perform plan communication and enrollment, and conduct all ongoing administration of the program. PARS will hold orientation meetings at District locations to provide information regarding the program to eligible employees and will be available for questions and additional information throughout the

enrollment period. Pacific Life Insurance Company will serve as the plan insurer. Pacific Life is rated excellent, very strong and superior by the Rating Agencies.

PARS administers the third largest multiple employer public retirement system in California. Currently, there are over 350 member agencies representing over a quarter of a million public employees. Over 125 California school districts such as the Los Angeles Unified School District, Long Beach Unified School District, Pasadena Unified School District, Oakland Unified School District, Tracy USD, Stockton School District and others are members of PARS.

### **HOW THE PROGRAM WORKS**

The Supplementary Retirement Plan (SRP) would provide participating senior Certificated & Classified employees with a monthly benefit provided by 75% of their final year salary; paid into the plan over a five-year period. The program requires all employees to retire from the District on June 30, 2011. To be eligible for the program, all employees must be:

- 1) Employed by the District as of April 5, 2011 (Date of Board Adoption);
- 2) Certificated employees must be at least 55 years of age with 5 years of District service or 50 years of age with 30 years of service;
- 3) Classified employees must be 50 years of age with 5 years of District service; and
- 4) Employees must be at least a .65 full time equivalent (FTE)

The following is the proposed implementation timeline:

- 1) Board adopts resolution to approve Plan (April 5, 2011);
- 2) Enrollment window opens (April 6, 2011);
- 3) Employee orientation meetings (TBD);
- 5) Enrollment window closes (May 20, 2011);
- 6) District announces whether Supplementary Retirement Plan (SRP) goes forward (no later than June 7, 2011); To be determined by the Board at the regularly scheduled meeting June 7, 2011;
- 7) Employees resign from District employment (on or before, June 30, 2011);
- 8) Employees retire under STRS/PERS (July 1, 2011)(although not a specific requirement to participate); and
- 9) PARS Benefits commence (August 1, 2011).
- 10) Employees who resign/retire under this program would not be eligible to be reemployed as permanent or probationary employees of the District in the future. These employees would however, be eligible to apply for and be considered for substitute positions, but the District would be under no obligation to reemploy these employees.

### **FINANCIAL IMPACT**

Based on the initial fiscal analysis, if the District implements the PARS Breakeven scenario, the plan is projected to save the District approximately \$158,085 or more in 2011-2012 and approximately \$268,388 or more cumulative over 5 years. The ultimate savings or cost of the program will be determined based on the actual number of enrolled employees and the final assumptions used. A final analysis based on the actual enrolled employees will be presented to the District after the close of the enrollment window. If the District cancels the plan due to insufficient participation, a one-time fee of \$5,000 will apply.

### **RECOMMENDATION:**

Administration recommends the Board of Trustees Adopt Resolution No. 10/11.15 Regarding Early Retirement Incentive Program Through the Public Agency Retirement Services (PARS) & Authorizing the District to enter into an agreement with PARS to design and administrate a supplementary retirement plan (SRP) for eligible employees provided there is sufficient employee participation.

8.1.1

**BOARD RESOLUTION # 10/11.15**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
PLACER COUNTY, CALIFORNIA**

**WHEREAS** it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

**WHEREAS** there is no cash option available to employees in lieu of this retirement incentive offer;

**WHEREAS** Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

**WHEREAS** the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective April 5, 2011; and
2. The retirement incentive must meet the District's fiscal and operational objectives in order for the plan to go into effect. If these goals are not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Assistant Superintendent of Business Services, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF PLACER

\_\_\_\_\_, the Secretary of the Board of Trustees of the Western Placer Unified School District of Placer County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on April 5, 2011, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this April \_\_\_\_, 2011.

\_\_\_\_\_  
Secretary of the Board

8.1.2

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

<b>MISSION STATEMENT:</b> Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.	
<b>DISTRICT GLOBAL GOALS</b>	
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.
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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 the Addendum to the  
Memorandum of Understanding With  
WPTA dated February 14, 2011  
Regarding a correction to the Salary Schedule.

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Scott Leaman, Superintendent &   
Ryan Davis  
Director of Human Services

**ENCLOSURES:**

Addendum to MOU dated March 9, 2011

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

General Fund Savings

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Western Placer Unified School District and the Western Placer Teachers Association have signed a Memorandum of Understanding regarding furlough days, salary, benefit changes, extension of the retirement notification date and other items for the 2011/2012 school year. On March 1, 2011 the Board ratified the MOU. WPUSD and WPTA have now signed an Addendum to the MOU in order to make some corrections to the 2011-2012 Salary Schedule which was incorporated by reference into the MOU.

**RECOMMENDATION:**

Administration recommends the Board of Trustees ratify the Addendum to the Memorandum of Understanding between the Western Placer Unified School District and the Western Placer Teachers' Association.

**ADDENDUM to the FEBRUARY 14, 2011  
MEMORANDUM OF UNDERSTANDING  
Between the  
WESTERN PLACER UNIFIED SCHOOL DISTRICT  
And the  
WESTERN PLACER TEACHER'S ASSOCIATION**

**March 15, 2011**

**INTRODUCTION**

On February 14, 2011, the Western Placer Unified School District ("District") and the Western Placer Teacher's Association ("WPTA") entered into a Memorandum of Understanding ("MOU") which was subsequently ratified by the Board of Trustees on March 1, 2011. (See Attached MOU dated February 14, 2011 as Exhibit 1 for reference) After the Board ratified the MOU the District became aware of a correction that needed to be made requiring changes to the 2011-2012 Salary Schedule which was incorporated by reference into the MOU. The purpose of this Addendum to the MOU is to comply with the spirit of the agreement between the parties which requires that we revise and replace the 2011-2012 Salary Schedule originally incorporated into the MOU. WPTA and the District, agree as follows:

1. The 2011-2012 Salary Schedule originally included in the MOU dated February 14, 2011 shall be replaced with the 2011-2012 Salary Schedule attached herein as Exhibit 2. The replacement of the Salary Schedule reflects the only modification to the February 14, 2011 MOU.
2. This Addendum to the February 14, 2011 MOU shall become effective upon approval by Western Placer Teachers Association as evidenced by the signature of the WPTA designee below and by ratification of the Western Placer Unified School District Board of Trustees.

Dated: \_\_\_\_\_

3/15/11

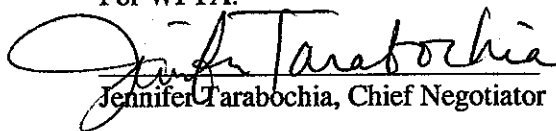
For the District:

  
\_\_\_\_\_  
Ryan Davis, Director of Human Services

Dated: \_\_\_\_\_

3/15/11

For WPTA:

  
\_\_\_\_\_  
Jennifer Tarabochia, Chief Negotiator

## **EXHIBIT 1**

8.2.2

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
**And the**  
**WESTERN PLACER TEACHER'S ASSOCIATION**

**February 14, 2011**

**INTRODUCTION**

On February 9, 2011, the representatives of Western Placer Unified School District ("District") and the Western Placer Teacher's Association ("WPTA") met and negotiated with regard to the need for reducing the District's budget for the 2011-2012 fiscal year. Both parties understand and agree that there is a financial need to create savings in the budget of the Western Placer Unified School District so that it retains a positive ending balance and meets statutory requirements in 2011-2012, 2012-2013, and 2013-2014. In the interest of promoting harmonious labor relations between the parties and to avoid uncertainty and inconvenience, WPTA and the District, agree as follows:

1. For the fiscal year 2011-2012, WPTA bargaining unit members shall take four (4) unpaid, non-work "furlough" days. Furlough days shall be taken in the following manner:
  - a. All WPTA unit members will receive four (4) unpaid furlough days for the 2011-2012 school year. Each employee's salary shall be reduced accordingly to reflect the four (4) furlough day reduction.
  - b. Three (3) of the furlough days will be taken on instructional days (February 13, 14 and 15, 2012) and one (1) furlough day will be taken on a non-ADA day (August 19, 2011). WPTA will put forth the furlough dates delineated immediately above in 1(b) to their members as a portion of the bargaining units vote on the District Calendar. In the event WPTA members do not accept these dates for furlough days, WPTA and the District agree to meet and negotiate over the placement of these days for a period of no longer than ten (10) work days and meet no less than one time during this period of time. If at the end of ten (10) work days the parties can not come to agreement on the placement of furlough days, the days set forth in the first sentence of 1(b) above shall be the furlough days for the 2011-2012 school year.
  - c. The Certificated Salary Schedule shall be adjusted to reflect the salary reduction by the four (4) furlough days for the 2011-2012 school year (this will be considered the negotiated salary adjustment for 2011-2012). By modifying the Salary Schedule unit members shall not be subject to a reduction in service credit, subject only to any changes in law or rules of the State Teacher's Retirement Service (STRS). The adjustment to the Salary Schedule will also reduce the hourly rate (C-1), the Master Stipend (F-1) and any other pay, salary or stipend associated with the Salary Schedule. (See attached 2011-2012 Salary Schedule)
  - d. The above agreement shall affect all bargaining unit members regardless of how their position is funded.
2. WPTA and the District further agree there will be no raise (Appendix A, see attached) for the 2010-11 school year.
3. WPTA and the District further agree the Kaiser employee + children plan described in Article XIV, section B shall be the Kaiser employee + children \$10/\$10/\$25 plan. Although WPTA and

2/14/11

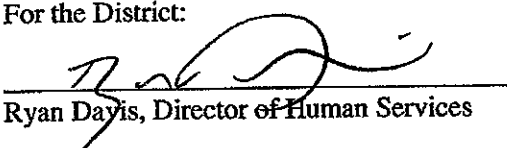
8.23

the District are currently negotiating the Collective Bargaining Agreement including Article XIV Employee Benefits, WPTA and the District agree to make this change effective July 1, 2011 and this change shall be reflected in the Collective Bargaining Agreement between the Parties.

4. In consideration for the concessions in paragraphs 1, 2, and 3 the District agrees that it will issue no reduction in force/layoff notices to WPTA unit members for services to be reduced or eliminated for the 2011-2012 school year except as noted below in 4(a)-(c).
  - a. Nothing in this Agreement will prohibit the District from issuing reduction in force/layoff notices to reduce or eliminate services for the 2012-2013 school year or subsequent school years.
  - b. This Agreement in no way prohibits the District from reducing or eliminating programs and/or positions through attrition (i.e. retirements, resignations, etc.) for the 2011-2012 school year or any subsequent school years.
  - c. Nothing in this agreement prohibits the district from releasing temporary teachers, engaging in the non-reelection process based on Education Code, or issuing reduction in force/layoff notices in order to reduce or eliminate categorically funded positions based on program needs or reduction in funds for the 2011-2012 school year.
5. The parties further agree for this year only to extend the retirement notification deadline as described in Article XIV section E2(d)(1) of the Collective Bargaining Agreement between the parties from March 1, 2011 to April 1, 2011.
6. The District and Association agree that all of the terms outlined in this MOU, with the exception of the change in Employee Benefits detailed in paragraph 3 shall sunset on June 30, 2012 unless otherwise agreed upon by the parties in writing. Therefore, the Salary Schedule for the 2012-2013 school year will revert back to the 2010-2011 Salary Schedule unless otherwise agreed upon by the parties in writing.
7. Although this Agreement is not contingent upon cuts from other employee groups, WPTA and the District enter this agreement with the intent that at least Upper Management employees would take an equivalent cut as it relates to furlough days and benefits.
8. This agreement establishes no past practice or precedent between the parties and shall not alter the terms of the current Collective Bargaining Agreement except as expressly stated above.
9. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.
10. This MOU shall be governed by and controlled in accordance with the laws of the State of California.
11. The MOU is contingent and shall become effective upon approval by Western Placer Teachers Association as evidenced by the signature of the WPTA designee below and by ratification of the Western Placer Unified School District Board of Trustees.

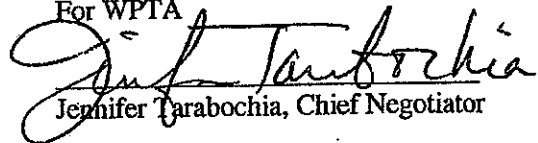
Dated: 2-14-2011

For the District:

  
Ryan Davis, Director of Human Services

Dated: 2/14/11

For WPTA

  
Jennifer Tarabochia, Chief Negotiator

# WESTERN PLACER UNIFIED SCHOOL DISTRICT

## 2010/2011 CERTIFICATED SALARY SCHEDULE

STEP	A AB + 0	B AB + 15	C Credential OR AB + 30	D AB + 45 MA + 0	E AB + 60 MA + 15	F AB + 75 MA + 30	STEP
1	34,771	37,744	43,352	44,171	46,777	48,925	1
2			44,869	45,827	48,532	50,882	2
3			46,440	47,546	50,352	52,917	3
4			48,065	49,329	52,240	55,034	4
5				51,179	54,199	57,235	5
6				53,098	56,231	59,525	6
7				55,089	58,340	61,906	7
8				57,155	60,528	64,382	8
9					62,797	66,957	9
10					65,153	69,635	10
11						72,421	11
12						75,318	12
13						75,995	13
14						76,679	14
15						77,369	15
16						78,066	16
17						78,768	17
18						79,478	18
19						80,193	19
20						80,915	20
21						81,723	21
22						82,541	22
23						83,366	23
24						85,676	24

MASTER STIPEND IS 2.5% OF F-1

1,223

### ASSIGNMENT - HOURLY

C-1 Placement, \$43,352 / 183 contract days = \$236.90 daily rate

\$236.90 daily rate divided by 7.5 hours = \$31.59 hourly rate.

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**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
2011/2012 CERTIFICATED SALARY SCHEDULE\***

STEP	A AB + 0	B AB + 15	C Credential OR AB + 30	D AB + 45 MA + 0	E AB + 60 MA + 15	F AB + 75 MA + 30	STEP
1	34,011	36,919	42,404	43,205	45,755	47,856	1
2			43,888	44,825	47,471	49,770	2
3			45,425	46,507	49,251	51,761	3
4			47,014	48,251	51,098	53,831	4
5				50,060	53,014	55,984	5
6				51,937	55,002	58,224	6
7				53,884	57,065	60,553	7
8				55,905	59,205	62,975	8
9					61,424	65,494	9
10					63,729	68,113	10
11						70,838	11
12						73,671	12
13						74,334	13
14						75,003	14
15						75,678	15
16						76,359	16
17						77,047	17
18						77,741	18
19						78,440	19
20						79,146	20
21						79,937	21
22						80,737	22
23						81,544	23
24						83,804	24
MASTER STIPEND IS 2.5% OF F-1				1,196			
ASSIGNMENT - HOURLY							
C-1 Placement, Daily Rate = \$231.72							
\$231.72 daily rate divided by 7.5 hours = \$30.90 hourly rate.							
*2011-2012 Salary Schedule reflects 4 furlough days per MOU dated February 14, 2011							

8.2.6

## **EXHIBIT 2**

8.2.7

# WESTERN PLACER UNIFIED SCHOOL DISTRICT

## 2011/2012 CERTIFICATED SALARY SCHEDULE\*

STEP	A AB + 0	B AB + 15	C Credential OR AB + 30	D AB + 45 MA + 0	E AB + 60 MA + 15	F AB + 75 MA + 30	STEP
1	34,011	36,919	42,404	43,205	45,755	47,856	1
2			43,888	44,825	47,471	49,770	2
3			45,425	46,507	49,251	51,761	3
4			47,014	48,251	51,098	53,831	4
5				50,060	53,014	55,984	5
6				51,937	55,002	58,224	6
7				53,884	57,065	60,553	7
8				55,905	59,205	62,975	8
9					61,424	65,494	9
10					63,729	68,113	10
11						70,838	11
12						73,671	12
13						74,334	13
14						75,003	14
15						75,678	15
16						76,359	16
17						77,047	17
18						77,741	18
19						78,440	19
20						79,146	20
21						79,937	21
22						80,737	22
23						81,544	23
24						83,804	24

MASTER STIPEND IS 2.5% OF F-1

1,196

### ASSIGNMENT - HOURLY

C-1 Placement, Daily Rate = \$236.90

\$236.90 daily rate divided by 7.5 hours = \$31.59 hourly rate.

\*2011-2012 Salary Schedule reflects 4 furlough days per MOU dated February 14, 2011

**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 WPUSD Tentative Student/Teacher Calendar for 2011-2012 school year.

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Ryan Davis



Director of Human Services

**ENCLOSURES:**

Tentative Student/Teacher Calendar for 2011-2012 school year

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Western Placer Unified School District and the Western Placer Teachers Association have signed a Tentative Agreement regarding the Work Year Article to the Collective Bargaining Agreement which was approved by the Board at the March 15, 2011 Board meeting. Once the Work Year Tentative Agreement had been adopted by the Board the District created this Tentative 2011-2012 school year calendar which is now before the Board for approval. The District and WPTA are continuing discuss the plan for possible early release and/or late start days for the 2011-2012 school year so this calendar is not complete, but this calendar includes all other calendar items including holidays, start and stop days, minimum days, furloughs days and other important items that assist both staff and families with planning for the next school year. Adopting this tentative calendar would allow the District to post this tentative calendar in order for staff and families to begin that planning process for the 2011-2012 school year.

**RECOMMENDATION:**

Administration recommends the Board of Trustees adopt the Tentative 2011-2012 WPUSD Student/Teacher Calendar.

9.3

# TENTATIVE AGREEMENT

Tentative agreement has been reached between the District and the Association on Article XV, Work Year.

The following Article has been agreed upon:

## Article XV – Work Year – 2011-12

**Staff Start Day:** August 19, 2011  
**Staff Stop Day:** June 8, 2012  
**Non ADA Days:** August 19, 2011 (district)  
August 22, 2011(1/2 site, 1/2 Teacher),  
August 23, 2011 (Teacher).  
**Zero Days:** November 21 and 22, 2011  
February 16, 2012

  
W.P.T.A. Designee

  
W.P.U.S.D. Designee

2/9/11  
Date

2/9/11  
Date

3/7/11  
Date Ratified by W.P.T.A. Members

3/15/11  
Date Adopted by Board

8.3.1

JULY 2011				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
AUGUST 2011				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
			25	26
29	30	31		
SEPTEMBER 2011				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
OCTOBER 2011				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
NOVEMBER 2011				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
DECEMBER 2011				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

# WESTERN PLACER UNIFIED SCHOOL DISTRICT

## 2011-2012 Student/Teacher Calendar

### DATES TO REMEMBER:

- First Day of School for Students
- Last Day of School for Students

Site/Teacher Day (1/2 Site, 1/2 Teacher)  
Teacher Day

August 24th  
June 8th

August 22nd  
August 23rd

### SCHOOL NOT IN SESSION:

Independence Day July 4th  
Labor Day September 5th  
Veterans' Day November 11th  
Thanksgiving Break November 21-25th  
Winter Break-Christmas December 19—Jan 2nd  
Martin Luther King, Jr. Day January 16th  
President's Week/Furlough Days February 13-20th  
Spring Break April 9-13th  
Memorial Day May 28th  
Furlough Days August 19, Feb. 13-15

### PUPIL DAYS:

August = 6 February = 15 (3 furloughs)  
September = 21 March = 22  
October = 21 April = 16  
November = 16 May = 22  
December = 12 June = 6  
January = 20

**TOTAL PUPIL DAYS = 177 TOTAL TEACHER DAYS = 179**

- First Trimester ends on November 4th (Elementary)
- Second Trimester ends on November 18th (Secondary)
- Third Trimester ends on March 9th
- June 8th

### Non School Days Identified

Non Student Days

Staff Development Days

Zero Days

11/21-22, 2/16th

Furlough Days

8/19, 2/13—15th

### Minimum Days:(Release Time TBD)

Oct. 6-7th, Nov. 14-18th

March 7-9th, June 6-8th

Early Release Mondays:

Dates & Times TBD

Adopted: **DRAFT**

JANUARY 2012				
M	T	W	T	F
3	4	5	6	
9	10	11	12	13
17	18	19	20	
23	24	25	26	27
30	31			
FEBRUARY 2012				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29		
MARCH 2012				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
APRIL 2012				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
MAY 2012				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
JUNE 2012				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

8.3.2

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:** Resolution in Support  
of Possible Application to OPSC  
for Upcoming Construction Project

**AGENDA ITEM AREA:**  
Discussion/Action

**REQUESTED BY:**

Cathy Allen,  
Assistant Superintendent

**ENCLOSURES:**

Resolution

**DEPARTMENT:**

Facilities & Maintenance Services

**FINANCIAL INPUT/SOURCE:**

COPs & Possible Future State  
Reimbursement

**MEETING DATE:**

April 5, 2011

**ROLL CALL REQUIRED:**

Yes

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**BACKGROUND:**

The OPSC requires local School Board approval for applications submitted to the state for funding. The accompanying Resolution fulfills that requirement for the project scheduled for summer 2011.

**RECOMMENDATION:**

Board adopt Resolution No. 10/11.14

BEFORE THE GOVERNING BOARD OF THE WESTERN PLACER UNIFIED  
SCHOOL DISTRICT

In the Matter of:

Resolution No. 10/11.14

**SUPPORT OF APPLICATION  
FOR ELIGIBILITY DETERMINATION  
AND FUNDING AUTHORIZATION TO  
SIGN APPLICATIONS AND  
ASSOCIATED DOCUMENTS**

---

Whereas, the Western Placer Unified School District approved the filing of applications under the State School Facility Building Program for funding under the provisions of the State Allocation Board;

Whereas, the Western Placer Unified School District may file an application for funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., of the Education Code;

Whereas, a condition of processing the various applications under the School Facility Program is a resolution in support of those applications from the Western Placer Unified School District Board of Education and signatures of the Western Placer Unified School District Administration; and

Whereas, the Western Placer Unified School District wishes to submit modernization and/or new construction applications for funding for the following school and any other modernization and/or new construction projects as necessary:

<u>School</u>	<u>Funding</u>
Phoenix High School	New Construction and/or Modernization

THEREFORE, BE IT HEREBY RESOLVED, that the Western Placer Unified School District Board of Education is in support of necessary applications under the School Facility Program and that the individuals identified below are authorized to sign all documents and papers associated with the applications for funding as District Representatives:

1. Cathy Allen
2. Scott Leaman

PASSED AND ADOPTED by the Western Placer Unified District School Board,  
at a regular meeting held on April 5, 2011 by the following vote on roll call:

84.1

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

\_\_\_\_\_  
Paul Carras, Board President

Attest: \_\_\_\_\_  
Scott Leaman, Secretary to Board

8.4.2