WESTERN PLACER UNIFIED SCHOOL DISTRICT
810 J STREET, LINCOLN, CALIFORNIA 95648

MEMBERS OF THE GOVERNING BOARD

Paul Long, President
Dennis Sonnenburg, Vice President
Karen Roberts, Clerk
Marcia Harris, Member
Earl Mentze, Member

ADMINISTRATIVE/MANAGEMENT PERSONNEL

Roger R. Yohe, District Superintendent
Jay M. Stewart, Assistant Superintendent, Business Services
Scott Leaman, Assistant Superintendent, Educational Services
Bob Noyes, Director, Human Services,
Ken Gammelgard, Director of Site Development
Linda Pezanoski, Principal, Sheridan School
John Bliss, Principal, Carlin C. Coppin Elementary School
Judi Frost, Interim Principal, Creekside Oaks Elementary School
Jeremy Lyche, Vice Principal, Creekside Oaks Elementary School
Susan Taxara, Vice Principal, Creekside Oaks Elementary School
Ruben Ayala, Principal, First Street School/District Bilingual Coordinator
Mary Boyle, Principal, Glen Edwards Middle School
Mike Doherty, Assistant Principal, Glen Edwards Middle School
David Butler, Principal, Lincoln High School
Janice Smith, Assistant Principal, Lincoln High School
Stacy Brown, Vice Principal, Lincoln High School/Glen Edwards Middle School
John Wyatt, Principal, Phoenix High School, Adult Ed.
Tracy Murphy, Director, Special Education
Trudy Wilson, Director, Business Services
Frank Nichols, Director of Maintenance and Facilities
Bob Nelson, Transportation Coordinator
Jeff Dardis, Food Service Director
Chuck Youtsey, Technology Coordinator

STUDENT ENROLLMENT

School	01/04/04	1/30/04
Sheridan Charter School (K-8)	170	167
Sheridan School Independent Study (SSIS)	27	30
First Street School	580	582
Carlin C. Coppin Elementary (K-5)	569	570
Creekside Oaks Elementary (K-5)	695	696
Glen Edwards Middle (6-8)	910	909
Lincoln High School	998	998
Phoenix High School	64	69
PCOE Home School	8	8
TOTAL:	4021	4029

Phoenix Infant/Toddler	25
Kindergarten Readiness	32
Adult Education	152

Prechool/Head Start	
First & J Streets	22
Sheridan	22
Carlin Coppin	22

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
FEBRUARY 17, 2004, 7:00 P.M.
SHERIDAN SCHOOL – MULTI
4730 "H" STREET, SHERIDAN, CA

AGENDA

2003-2004 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

6:15 P.M. **TOUR OF SHERIDAN SCHOOL FACILITY**

7:00 P.M. **OPEN SESSION - Sheridan School Multi-Purpose Room**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. SPECIAL ORDER OF BUSINESS

2.1 SHERIDAN SCHOOL FEATURED

•The Sheridan School staff will focus on: Special Recognition, 2004 Spelling Bee Winner, Lacy Reynolds, Sixth Grade; Site Based Leadership Team Report; Sheridan School Track; "Caring Schools Community" Grant; and "Save the Rainforest".

3. 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.

3.1 Ratification of Personnel Items

a. Certificated Employment: None
b. Classified Employment:

4. 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.

5. REPORTS & COMMUNICATION

5.1 Student Advisory – Karin Harrington
5.2 Western Placer Teacher's Association – Kris Knutson
5.3 Western Placer Classified Employee Association – Joe Ross
5.4 Superintendent –
5.5 Assistant Superintendent(s)
5.5.1 Jay M. Stewart
a. Facilities Focus:
5.5.2 Scott Leaman
a. Program Focus Area:
5.5.3 Bob Noyes, Personnel Director
a.

6. ♦ACTION ♦DISCUSSION ♦INFORMATION

CODE: (A) = Action (D) = Discussion (I) = 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.

6.1 (D/A) APPROVAL OF THE AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CITY OF LINCOLN REGARDING THE JOINT USE OF THE TWELVE BRIDGES MIDDLE SCHOOL GYMNASIUM - Stewart *(03/04 G &O, Components V)*

•The agreement supports the terms of the May 9, 2003 Master Joint-Use Agreement between the District and City of Lincoln. This agreement qualifies the District for joint-use funding, up to $1,000,000, from OPSC.

6.2 (D/A) APPROVAL OF THE AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CITY OF LINCOLN REGARDING THE JOINT USE OF THE TWELVE BRIDGES ELEMENTARY SCHOOL SITE AND CITY PARK SITE - Stewart *(03/04 G &O, Components V)*

•This agreement outlines the terms and conditions regarding the District and City's joint-use of the Twelve Bridges Elementary School site and adjacent park site. The terms of this agreement extend for a 40-year period and are consistent with the Master Joint-Use Agreement, which was, approved may 9, 2003. Also included in this agreement are the terms for the City to reimburse the District for its share of the construction costs for the park site.

6.3 (D/A) APPROVAL OF THE AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CITY OF LINCOLN REGARDING THE JOINT USE OF THE TWELVE BRIDGES MIDDLE SCHOOL MULTI-PURPOSE FACILITY - Stewart *(03/04 G &O, Components V)*

•This agreement supports the terms of the May 9, 2003 Master Joint-Use Agreement between the District and City. This agreement also qualifies the District for joint-use funding, up to $1,000,000, from OPSC.

6.4 (D/A) ADOPTION OF BOARD POLICY 7511 NAMING OF FACILITY – Sonnenburg *(03/04 G &O, Components V)*

•This policy was reviewed on February 3, 2004; revisions were made at that time by the Board of Trustees, which fit more into the current District growth and need of new facilities. The Board will consider adoption of the revisions as presented.

7. COMMENTS - BOARD OF TRUSTEES

7.1 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
- Carlin C. Coppin Elementary School Land Plan/Gladding Parkway

7.2 BOARD MEMBER REPORTS

8. ESTABLISHMENT OF NEXT MEETING (S)

- The President will establish the following meeting(s):
  >March 2, 2004, 7:00 p.m. Lincoln High School Performing Arts Building

9. ADJOURNMENT OF REGULAR SESSION

BOARD BYLAW 9320: Individuals needing special accommodations i.e. sign language; accessible seating, etc. should contact the Superintendent or designee at least two days prior to meeting date. (American Disabilities Act)

Posted: 2/12/04
h:\wpfiles\board\agendas\21704

SPECIAL ORDER OF BUSINESS

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
2. Fosters a safe, caring environment where individual differencesare 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, localgovernment, business, service organizations, etc. as partners in the education of our students.

COMPLIANCE CHECK LIST

Complies with Board Policy ___
Complies with Site Plan (UP)___
Complies with Governance & Management Document ___
Complies with Mission Statement ___
Funding Sign-Off by J. Stewart___

Personnel Sign-Off by B. Noyes___
Program Sign Off by S. Leaman___

SBLT Involvement ___
Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Sheridan School
Featured

AGENDA ITEM AREA:
SPECIAL ORDER OF BUSINESS

REQUESTED BY:
Board of Trustees

ENCLOSURES:
Yes

MEETING DATE:
February 17, 2004

BACKGROUND:

•The Sheridan School staff will focus on: Special Recognition, 2004 Spelling Bee Winner, Lacy Reynolds, Sixth Grade; Site Based Leadership Team Report; Sheridan School Track; "Caring Schools Community" Grant; and "Save the Rainforest".

SUPERINTENDENT'S RECOMMENDATION:
Administration recommends the Board of Trustees enjoy this presentation.

Eva\h:\wpfiles\Board\format1

Sheridan School



Date: February 10, 2004

To: Mr. Yohe and Board of Trustee

From: Linda Pezanoski, Principal

Re: Board of Trustee Presentation

What's New At Sheridan School?

The Sheridan School staff is always pleased to showcase the exciting, effective and productive student activities at Sheridan School.

Our presentation will focus on:

- ✓ Special Recognition - 2004 Spelling Bee Winner, Lacy Reynolds, sixth grade
- ✓ Site Based Leadership Team report
- ✓ Sheridan School Track
- ✓ "Caring Schools Community" Grant
- ✓ "Save the Rainforest"

Thank you for coming to our school site. This is a wonderful opportunity to see and hear about Sheridan School.

2.1.1

CONSENT

AGENDA

ITEMS

REPORTS

AND

COMMUNICATION

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
BOARD OF TRUSTEES/GLOBAL DISTRICT 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.

AGENDA ITEM:

Approve the Agreement Between the Western Placer Unified School District and the City of Lincoln Regarding the Joint Use of the Twelve Bridges Middle School Gymnasium.

SUBJECT AREA:

New Business

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

February 17, 2004

BACKGROUND:

The attached agreement supports the terms of the May 9, 2003 Master Joint-Use Agreement between the District and City. This agreement also qualifies the District for joint-use funding, up to $1,000,000, from OPSC.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends that the Board of Trustees approve the agreement between the Western Placer Unified School District and the City of Lincoln regarding the joint use of the Twelve Bridges Middle School gymnasium.

6.1

JOINT USE AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CITY OF LINCOLN

THIS JOINT USE AGREEMENT ("Agreement") is entered into as of the _____, 2004, by and between the Western Placer Unified School District, a public school district organized and existing under the laws of the State of California ("District"), and the City of Lincoln ("City"), together herein referred to as "Parties."

RECITALS

WHEREAS, Education Code section 17077.40 authorizes school districts to enter into joint use agreements with community organizations for the purpose of constructing libraries, multipurpose rooms and gymnasiums on school campuses where these facilities are used jointly for both school and community purposes, and provide State funding for such properties; and

WHEREAS, the District desires to construct a gymnasium facility ("Facility") on the grounds of Twelve Bridges Middle School, a school site that is owned by the District and generally located at Lincoln Parkway and Westview Drive, Lincoln, CA; and

WHEREAS, the City is a community organization charged with the responsibility of providing community service which is the purpose of the proposed Facility and this Agreement; and

WHEREAS, the City desires that it become a partner in the use of the proposed Facility under the terms and conditions set forth in State law under this Agreement; and

WHEREAS, the Parties wish to provide a Facility that will be available for use by students, faculty, staff, and the general public for community purposes, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed, for the purpose of enhancing the services and facilities that might be offered by either party individually; and

WHEREAS, it is the intent of the Parties to maximize the use of a new joint use Facility by allowing community access to the Facility before and after school hours as much as practicable. It is also the intent of the Parties to provide access to the community at as minimal cost as possible, but at no cost basis to the District and the City; and

WHEREAS, the Parties wish to specify the method for sharing capital and operating costs, their relative responsibilities for the operation and staffing of the Facility, and the manner in which the safety of school pupils will be maintained during school hours, and other terms pertinent to the construction, operation, and use of the Facility; and

WHEREAS, the Parties have determined that the Facility will result in both economic and operational benefits to both Parties that could not be fully realized if acting independently.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follow:

TERMS

1. **Term of Agreement**. The term of this Agreement shall commence upon execution by both parties and shall remain in effect for 40 years. After the initial 40-year term, the agreement shall automatically renew every five (5) years.

2. **Description of Facility.** The District owns the buildings, parking lots and school grounds of Twelve Bridges Middle School located at Lincoln Parkway and Westview Drive in the County of Placer, California. The portion of the School Site dedicated to the construction of the Facility is shown as Exhibit "A" attached hereto and incorporated by reference. The Parties intend that the Facility will be constructed as depicted in Exhibit "A" attached hereto, in accordance with plans and specifications approved by the Division of the State Architect which are hereby incorporated by reference and will supersede the attached Exhibit "A" to the extent they are inconsistent.

3. **Purpose of Facility.** The purpose of the Facility will be to provide the students of Twelve Bridges Middle School, and community members of Lincoln, regular access to gymnasium facilities. The Facility, in addition to supporting the District's educational purposes, is anticipated to support many youth and community groups and will be provided at minimal cost to the community. The Facility is intended to support, but not limited to, such activities as basketball, volleyball, wrestling, performing arts, dance, aerobics, etc., as well as providing space for general meetings.

4. **Construction of Facility.** The District shall be fully responsible for the construction of the Facility and for entering into any and all agreements required for, and relating to, the construction of the Facility. The District shall be responsible for complying with all State and local laws relating to the construction of school facilities.

5. **Project Approvals.** The District shall be responsible for obtaining all necessary approvals and permits for construction of the Facility including, but not limited to, obtaining approval of the plans and specifications by the Division of the State Architect, obtaining approval of the project by the State Department of Education, and applying for and obtaining State funding from the State Allocation Board.

6. **Funding Responsibilities for Construction.** Funding for the construction of the Facility shall be shared between the State of California and the City of Lincoln.

6.1.2

a. **State.** The State Allocation Board shall provide funding for construction in the amount approved by the State Allocation Board under the authority granted by Education Code section 17077.42 and in accordance with a separate agreement entered into between the District and the State pertaining to such funding.

b. **City.** The City, as a joint-use partner, agrees to provide matching funds for 50% of the eligible costs of the joint-use facility.

7. **Joint Use of the Facility.** The District and the City shall share the enjoyment and joint use of the Facility. The Parties hereby agree to cooperate in coordinating programs and activities conducted at the Facility so as to avoid conflicting or competing uses. To ensure the availability of the Facility to the District, the City and the community on an equitable basis, and based upon the purposes and intentions set forth herein, the following guidelines shall control the scheduling of the Facility.

a. **Scheduling Responsibility.** The District shall be fully responsible for scheduling all use of the Facility.

b. **Community Use.** The Facility shall be available for District-wide community purposes for the maximum extent possible after regular school hours, but no less than twenty (20) hours per week.

c. **District Priority.** The District shall have exclusive use and control of the Facility from one hour prior to, until two and one-half hours after, regular school hours when school is in session. During non-school hours, the District shall have a priority of use of the Facility in scheduling all District-sponsored athletics, activities, and other functions.

d. **Scheduling Events.** On an annual basis, the District shall provide the City a schedule of all District events each school year as soon as such schedule is prepared. The City shall then submit a proposed schedule of City activities and events to the District. The District shall calendar City activities and events before any other group's events. The District shall notify the City of any additional events, not originally scheduled, as soon as practicable, and such District events shall take priority over any other previously schedule event. To avoid excessive disruption of events scheduled for community use, the District shall keep newly added events to a minimum.

e. **Coordination.** The designated Representative of the District and the City shall meet at least annually, to discuss operations and scheduling of the Facility and make any adjustments.

f. **Governance.** Any and all persons using the Facility shall abide by state and federal laws and regulations as well as local school board policies and administrative regulations.

8. **Operations of Facility.** The District and the City shall share responsibility for the day-to-day operations of the Facility. The District shall be responsible for providing staffing, supervision, and security during regularly scheduled school hours when school is in session, during any official, school-sponsored activities that occur after school hours, and during other community (non-City sponsored) events. The City shall be responsible for providing staffing, supervision, and security as deemed necessary by mutual agreement during all times during which the Facility is used for City sponsored activities and events.

9. **Operational Costs.**

a. **Responsibility for Costs.** The District will be responsible for the operational costs of the building including water, electricity, gas, and garbage pick-up for the facility and will assume the costs of normal maintenance on the interior and exterior of the building. Costs associated with the use of the Facility by the City or other community groups will be borne by the sponsoring group. These costs may include, but are not limited to, custodial support, lighting or electrical costs, heating costs, additional trash pick-up costs and custodial services (including overtime pay for District custodians if necessary).

b. **Charges for Facility Use.** Charges for Facility use will be determined by the District and billed to the user group. All charges will be determined in advance of the event or activity and agreed upon by the District and the user group before the date of the event or start of the activity. Charges will be determined in accordance with the District's Master Joint Use Agreement with the City, the Civic Center Act (California Education Code section 38130 et seq.) and the District's policy and regulations implementing the Civic Center Act.

10. **Student Safety.** The safety and security of District students and staff are of paramount importance. Therefore, use of the facility during school hours will be limited to special requests and will require advance notice and prior approval by the District. All facility use by non-district users (both for City-sponsored and other community events) will be governed by the District's Board policies and administrative regulations regarding facilities use.

11. **Insurance.** Each party agrees to either self-insure in an amount not less than specified below or insure against damages or injuries which may arise from the activities contemplated by this Agreement by purchasing and maintaining for the term of this Agreement a commercial general liability insurance policy, and automobile policy, both with a combined single limit of not less than two million dollars ($2,000,000), which policy shall include or be endorsed to include the other party as an additional insured. The Parties agree to provide evidence of such insurance upon request. Each party shall also carry Workers' Compensation Insurance for its own employees as required by law.

12. **Indemnification.** District and City shall not be liable for any loss, damage, or injury of any kind or character to any person or property caused by or arising from any act or omission of the other party, or any of its agents, employees, licensees or invitees, except as occasioned by the sole negligence of the District or City respectively or their agents, employees, licensees or invitees.

6.1.4

District shall indemnify and hold harmless City and its officers, employees, and agents from and against any and all claims, actions, damages, liability, and expenses, including attorney's fees, in connection with the loss of life, personal injury and/or damage to property arising from the use by District of the Facility or any part thereof, or arising from or out of District's failure to comply with any provision of this Agreement, or otherwise occasioned wholly or in part by any act or omission of District, its agents, representatives, employees, invitees or licensees. In case City shall, without fault on its part, be made a party to any litigation commenced against District, then District shall protect and hold harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred by City in connection with any such litigation.

City shall indemnify and hold harmless District and its officers, employees, and agents from and against any and all claims, actions, damages, liability, and expenses, including attorney's fees, in connection with the loss of life, personal injury and/or damage to property arising from the use by City of the Facility or any part thereof, or arising from or out of City's failure to comply with any provision of this Agreement, or otherwise occasioned wholly or in part by any act or omission of City, its agents, representatives, employees, invitees or licensees. In case District shall, without fault on its part, be made a party to any litigation commenced against City, then City shall protect and hold harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred by District in connection with any such litigation.

13. **Termination.** This Agreement shall automatically terminate in the event the State Department of Education or the Division of the State Architect within one (1) year of execution does not approve the Facility. This Agreement shall also automatically terminate in the event Facility is not approved for funding by the State Allocation Board within one (1) year of execution. In such cases, the Parties may amend this Agreement or enter into a new agreement for the same purposes contained herein. After the initial 40-year term of this agreement, either party may terminate this agreement by providing at least six (6) months written notice prior to the end of each subsequent five (5) year term.

14. **Notice and Contacts.** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

District: Western Placer Unified School District
Superintendent of Schools
810 J Street
Lincoln, CA 95648

City: City of Lincoln
City Manager
640 5th Street
Lincoln, CA 95648

6.1.5

Either party may change its address or contact person by giving notice to the other party.

15. **Amendment.** This Agreement, including exhibits attached hereto, set forth the entire agreement between District and City, and the Parties must in the form of a written amendment agree to any modifications.

16. **Waiver.** The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

17. **Time.** Time is of the essence of every provision of this Agreement in which time is an element.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) indicated below.

DISTRICT:
Western Placer Unified School District

By: _____

Title: Superintendent/Board of Trustee Secretary

Date: _____

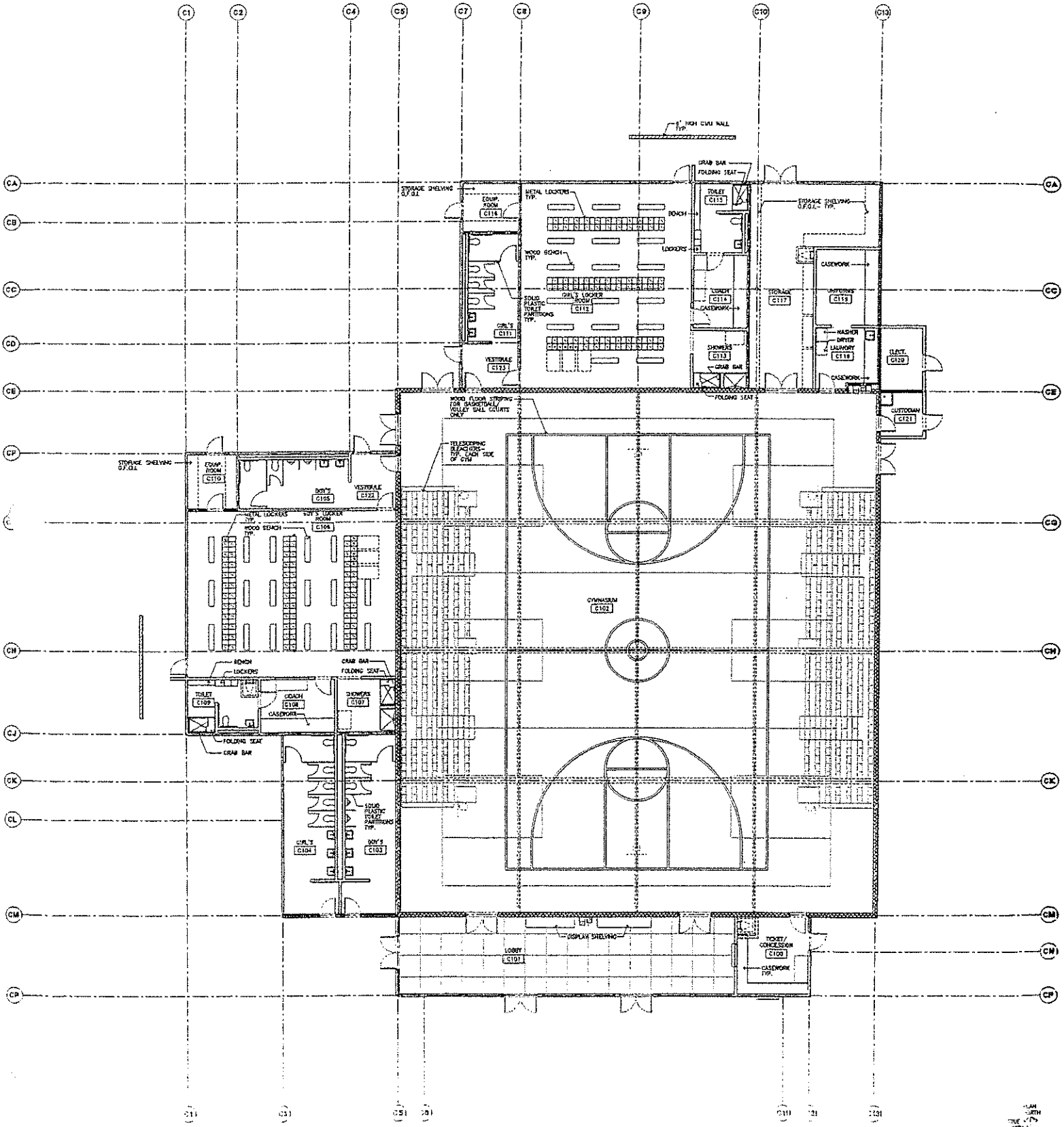
CITY:
City of Lincoln

By: _____

Title: City Manager

Date: _____

6.1.6



FLOOR PLAN - GYMNASIUM

6.1.7

EXHIBIT 'B'

DESCRIPTION OF JOINT-USE FACILITY

A joint-use Gymnasium located at Twelve Bridges Middle School, Lincoln, CA. The Facility consists of a large gymnasium with a ticket/concession room, entry lobby with display shelving, public restrooms, equipment storage, electrical and custodial rooms and boy's and girl's locker rooms with storage, coaches room and restrooms. The gymnasium is sized for league play basketball, and has telescoping bleachers. It is anticipated that the City of Lincoln and community groups would use this facility for sports leagues, presentations, assemblies, summer camps, special interest events, etc. The building is approximately 16,787 square feet, of which all the square footage is available for joint use activities. The floor plan is attached.

6.1.8.

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
BOARD OF TRUSTEES/GLOBAL DISTRICT 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.

AGENDA ITEM:

Approve the Agreement Between the Western Placer Unified School District and the City of Lincoln Regarding the Joint Use of the Twelve Bridges Elementary School Site and City Park Site.

SUBJECT AREA:

New Business

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

February 17, 2004

BACKGROUND:

The attached agreement outlines the terms and conditions regarding the District's and City's joint-use of the Twelve Bridges Elementary School site and adjacent park site. The terms of this agreement extend for a 40-year period and are consistent with the Master Joint-Use Agreement which was approved May 9, 2003. Also included in this agreement are the terms for the City to reimburse the District for its share of the construction costs for the park site.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends that the Board of Trustees approve the agreement between the Western Placer Unified School District and the City of Lincoln regarding the joint use of the Twelve Bridges Elementary School Site and City Park Site.

6.V

AGREEMENT REGARDING THE JOINT USE OF THE TWELVE BRIDGES ELEMENTARY SCHOOL SITE AND CITY PARK SITE

THIS JOINT USE AGREEMENT ("Agreement") is entered into as of the 13th January 2004 by and between the Western Placer Unified School District, a public school district organized and existing under the laws of the Sate of California ("District"), and the City of Lincoln, a municipal corporation existing under the laws of the State of California ("City"), together herein referred to as "Parties".

RECITALS

WHEREAS, Education Code Section 10900, et seq., authorizes the Parties hereto to enter into written agreements for community recreation programs; and

WHEREAS, the District desires to construct an elementary school on the grounds of a site located within the Twelve Bridges Specific Plan area, owned by the District and generally located at 2450 Eastridge Drive, Lincoln, Ca. and the City wishes to develop an adjoining public park site, together the ("Facility"), in order to take advantage of jointly using parks and school sites for the general benefit of the public by reducing capital and operating costs; and

WHEREAS, the Parties wish to provide facilities that will be available for use by students, faculty, staff and the general public for community purposes, in accordance with the provisions of that certain Master Agreement For Joint Use, entered into by the Parties on May 9, 2003; the policies and procedures contained in this Agreement; and

WHEREAS, the Parties wish to specify the method of sharing capital and operating costs, their relative responsibilities for the operation and staffing of the Facility, and the manner in which the safety of school pupils will be maintained during school hours and other terms pertinent to the construction, operation and use of the Facility; and

WHEREAS, the Parties have determined that the Facility will result in both economic and operational benefits to both Parties that could not be fully realized if acting independently.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

6.7.1

TERMS

1. Term of Agreement. The term of this Agreement shall commence upon the execution by both parties and shall remain in effect for 40 years. After the initial 40-year term, the agreement shall automatically renew every five (5) years, unless prior to an anniversary date a party provides written notice to the other that the agreement will not be renewed.

2. Description of Facility. The District owns the buildings, which include the multipurpose and kitchen facilities, the classrooms, kindergarten, administrative building, art building and media center as well as the hard-court area, school play-ground apparatuses, and landscaping and parking lot areas as shown on Exhibit "A" attached hereto and incorporated by this reference. The City owns the play fields, concession and restroom building, the play-ground apparatus and a portion of the parking lot and landscaping, as shown on Exhibit "A", attached hereto and incorporated by this reference. The Parties intend that the Facility will be constructed as depicted in Exhibit "A" and in accordance with the plans and specifications approved by the Division of the State Architect for the District's facilities and those plans and specifications for the City park site approved by the Director of Public Works for the City of Lincoln, which are both hereby incorporated by this reference and will supercede the attached Exhibit "A" to the extent they are inconsistent.

3. Construction of Facility. The District shall be fully responsible for the construction of the those buildings and facilities located upon the District's site as shown in Exhibit "A" in accordance with all State and local laws relating to the construction of school facilities. The District in accordance with the provisions of Section 9, of the Master Agreement For Joint Use Of City of Lincoln and Western Placer Unified School District Property, will also be responsible for the construction of the City park site, in accordance with the plans and specifications approved by the City of Lincoln Director of Public Works. The estimated cost of the park construction is, $1,152,068.00. The City agrees to reimburse the District for those costs in accordance with the provisions set forth in Section 4 below.

4. City Reimbursement For Park Construction. The City has the financial responsibility to develop the reserved park site; but in order to take advantage of the economies of having the District construct the park improvements in conjunction with the elementary school improvements, the City agrees to reimburse the District in accordance with the following provisions. The City agrees to make progress payments to the District during the course of construction of City's park improvements. Such

12.2.7

payments shall at intervals generally accepted in the industry for park improvements. Progress payments will be made based upon an inspection and acceptance of the work by the Director of Public Works. The City shall retain 10% of the project costs until a final inspection and acceptance in granted by the City and a Notice of Completion filed by the Director of Public Works. Upon inspection and acceptance of work progress payments will be made within 30 days of submittal by District.

5. District Use of the Facilities. City hereby grants to District the right to use the 3 acre park property shown on Exhibit ___ attached hereto and incorporated by this reference for play-field purposes. Unless the park site is required for recreational activities the District will generally have exclusive rights to use the City park during regular school hours (7:30 a.m. - 4:00 p.m.) during all days that school is in session (180 student days), unless otherwise changed by State law, from the week of August 15th through June, excluding school holidays. The District's right to use park play-fields excludes that portion of the park designated for restrooms and the children's play area. These areas shall remain as the exclusive use of the City year round.

6. City Use of the Facilities. District hereby grants to City the right to use the adjoining school site for community recreational purposes when the site is not needed for school purposes. The City will generally have exclusive rights to use the District's outdoor hard-court areas, the multi-purpose facility in accordance with the terms and conditions of that certain Joint Use Agreement, dated May 9, 2003 and the parking lot area as shown on Exhibit ____, attached hereto and incorporated by this reference. The City will have the right to use designated meeting rooms daily after school, weekends and during vacation periods. Designated rooms will be scheduled with the school Principal and City will have use after the requested use is confirmed in writing with the Principal. City will have use of the multi-purpose facility for City recreational programs when the facility is not needed by the District during the regular school year. The gymnasium will be available to the City, following District use for weekends, year round and during holidays and vacation periods including summer months. The exceptions to the City's use as noted above are for the following "Special Events:"(include specific events, with dates and times).

7. Scheduling of Joint Use Facilities. The City and District will meet twice annually, in July and January to establish the schedule for the City's use of outdoor hard-courts, meeting rooms and multi-purpose facility and the District's use of the play-fields. Nothing contained herein shall limit the

6.2.5

parties in their ability to agree to the use of other facilities not described in this agreement.

8. Bumping Rights. Each Party to the agreement is permitted a one-time bumping right during the course of a calendar year, allowing the party to bump the other party's event at it's facility. In order to utilize this bumping right, the party to be removed from the schedule must receive in writing, 10 days advanced notice of the election to use the one time bumping rights.

9. Maintenance of Joint Use Facilities. The annual pre-arranged use of facilities and play areas by either party is without cost, (i.e. custodial, utilities or staff time) to either party, except in the case of significant extra-ordinary clean-up costs, utility usage or wear on facilities associated with the particular activity of either party. In such a case the party using the facility and causing the extra-ordinary clean up, utility usage or wear, will be required to pay the extra expenses associated with their activity. Such costs do not include regular, routine maintenance of a facility or play area.

Once the overall site is developed, the City will maintain all of the turf areas located on the City's park site, the play-field areas, play-ground equipment, parking lot and landscape strips associated with it's portion of the parking lot. The District's use of the play-field areas will accommodate the City's schedule to conduct maintenance of these areas between the hours of 7:30 a.m. and 2:30 p.m. weekdays. Annual maintenance of turf areas during the school year may include: aeration of turf areas 1 full day, two times a year; weekly mowing, 3 hours per week; fertilizing, 3 times per year, 2 hours per time; irrigation trouble-shooting as needed when incidents occur. For maintenance on a regular basis, an acceptable maintenance schedule will be set by the parties at the start of each school year.

The District will maintain all educational buildings, hard court areas, parking lot and landscaped areas including lawns areas around school buildings. Nothing herein shall be interpreted to preclude the District from separately contracting with the City for the maintenance of school parking lots and landscaped areas.

For purposes of this agreement maintenance includes keeping sites and facilities in a state of good order and condition, repairing and replacing portions of facilities that are damaged, worn or destroyed, including the removal of graffiti. Either party shall report any defects or dangerous

6.2.4

conditions in or on the other party's facilities within twenty-four hours of discovery. In addition, either party may take immediate action to abate the hazard if such action is needed to protect the public health or safety.

The District has the responsibility to clean up the park area at the end of the school day, athletic practice or game in order for the City to utilize the play-field property for recreation. The City has the responsibility to clean up the multi-purpose facility, hardcourt area and meeting rooms after evening or weekend use so the facility is properly ready for school use. If vandalism or damage occurs in the school facilities during City use, the City will pay to replace the item(s) to District standards. If vandalism or damage occurs in the park during District use, the District will pay to replace item(s) to City standards. It is the respective party's responsibility to reimburse the other party for expenses incurred for repair, or replacement of facilities damaged during use.

10. Indemnification. Each party shall defend, indemnify and hold harmless from liability the other party, its officers, agents, servants or employees from all damages, costs, expenses which either of them shall become obligated to pay by reason of any liability imposed by law because of property damage or injury or death of any person received or suffered as a result of the use or occupancy by either party of the City or District facilities pursuant to this Agreement. Further, each party shall be responsible for any and all damage to property of the other party resulting from such liable party's use of the facilities pursuant to this Agreement. Each party hereto shall take out a policy of liability insurance or establish a self-insurance program in the manner provided by law. City and District agree to maintain minimum limits of $2,000,000 general liability insurance per occurrence, during the life of this agreement. The City and District also agree to maintain workers' compensation insurance for their respective employees.

11. Unforeseen Changes To District Schedules. If the District must implement a year-round school program, double session, or other special schedule to deliver educational services, this agreement shall be amended within sixty (60) days of a written request of either party. Both parties shall meet to reach an understanding consistent with the spirit of this Agreement and focus on the principle of maintaining the best joint use for both parties.

12. Supervision of Activities. All activities sponsored by the District shall be supervised and conducted by the District and all activities sponsored by the City shall be supervised and conducted by the City. The District and

6.2.5

City shall be responsible, respectively, for said areas during the period of their respective sponsorship, and each will bear the cost of all necessary expendable equipment, supervising and teaching personnel needed during said period.

13. Insurance Provisions. The District and City shall each be separately and solely responsible for maintaining insurance coverage for their own facilities in accordance with the provisions of Section 10 and as otherwise deemed appropriate by District and City.

14. Amendments. This agreement may be amended at any time, provided either party is given written notice of the intent to open discussions for amendment purposes.

15. Notices. All notices or other communications required or permitted by this agreement shall be in writing and shall be duly served and given when personally delivered or deposited in the United States mail in certified or registered form, postage prepaid, addressed as follows:

District — Western Placer Unified School District
810 "J" Street
Lincoln, Ca. 95648

City — City of Lincoln
640 5th Street
Lincoln, Ca. 95648

16. Legal Action. Either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

17. Entire Agreement. Except as otherwise provided for in subsequent agreements for individual joint use sites, the terms and provisions contained in this agreement constitute the entire agreement of the parties and shall supercede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

18. Attorneys' Fees. Should any party hereto retain legal counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement, including but not limited to, by instituting any action or proceeding to enforce any provision of this Agreement, for damages by reason of any alleged breach of any provision of this Agreement, for a

6.2.6

declaration of such a party's rights or obligations hereunder, or for any other judicial remedy then, if said matter is settled by judicial determination (which term includes arbitration), the prevailing party (whether at trial or on appeal) shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, all actual attorneys' fees and costs (as billed) for the services rendered to such prevailing party. As used herein, the term "prevailing party" shall include the definition set forth in California Code of Civil Procedure section 1032(a)(4); and also any party in whose favor declaratory relief is granted by any court. If some form of declaratory relief is granted to opposing parties in any action to enforce this Agreement, the court shall have discretion to apportion attorney's fees and costs between the opposing party.

IN WITNESS WHEREOF, the City of Lincoln, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk; and the Western Placer Unified School, a public school district has authorized the execution of this Agreement in duplicate by its Superintendent

CITY OF LINCOLN
A municipal corporation

By: _____
Gerald Johnson, City Manager

WESTERN PLACER UNIFIED
SCHOOL DISTRICT

By: _____
Roger Yohe, District Superintendent

Attest:

By: _____
City Clerk

By: _____
Secretary to the Board

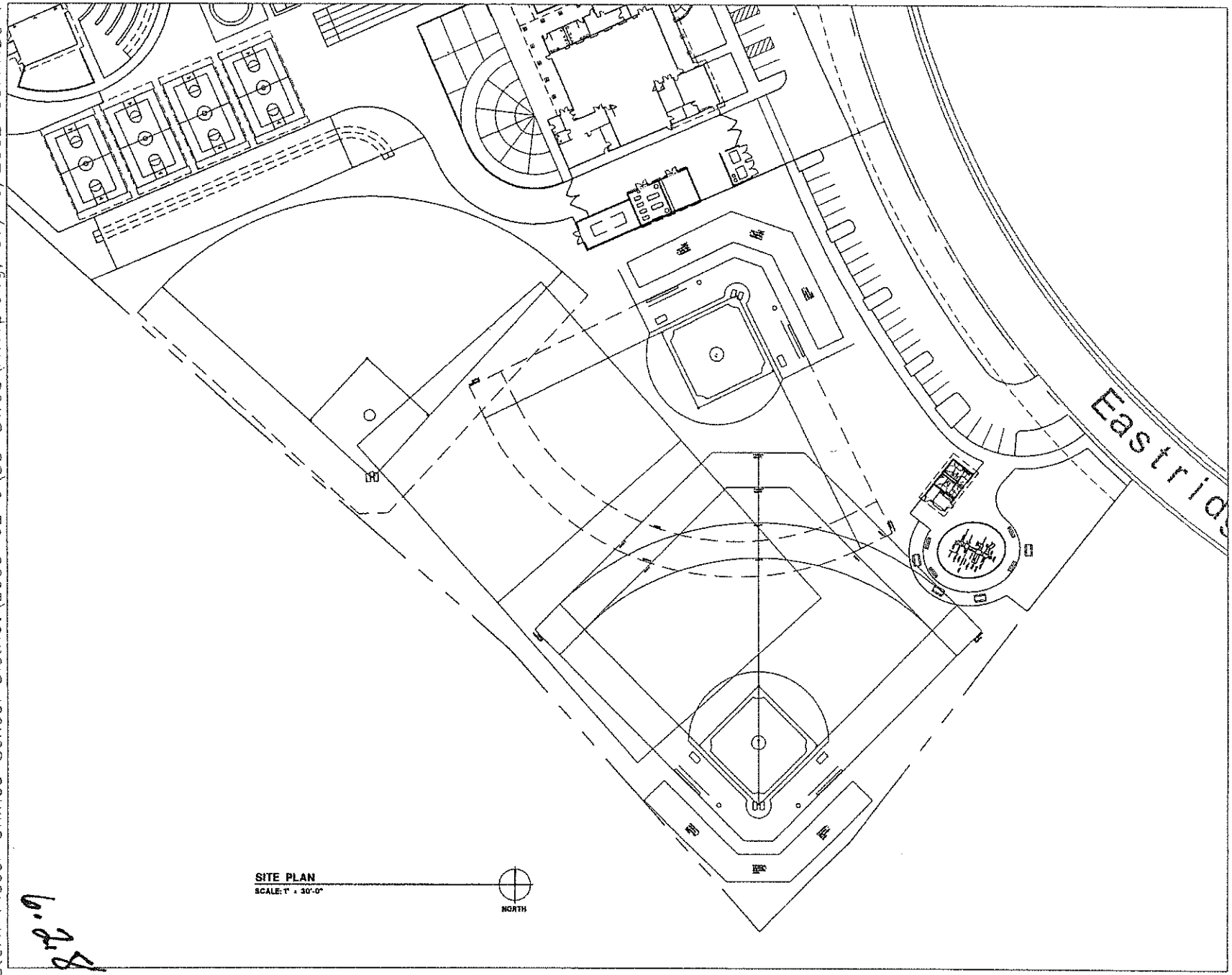
APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
District Legal Counsel

6.2.7

D:\Western Placer Unified School District\2000-0246\DD-DWGS\A1.1p.dwg, 07/10/2002 03:11:30 PM



SITE PLAN
SCALE: 1" = 30'-0"

NORTH

KEYNOTES

ARCHITECT
NTD
ARCHITECTS
250 Auburn Folsom Rd., Suite 200, Auburn, CA 95603
Okinawa ■ San Diego ■ Auburn

AGENCY APPROVAL
IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL #
FA ____ F/LS ____ SS ____
DATE:

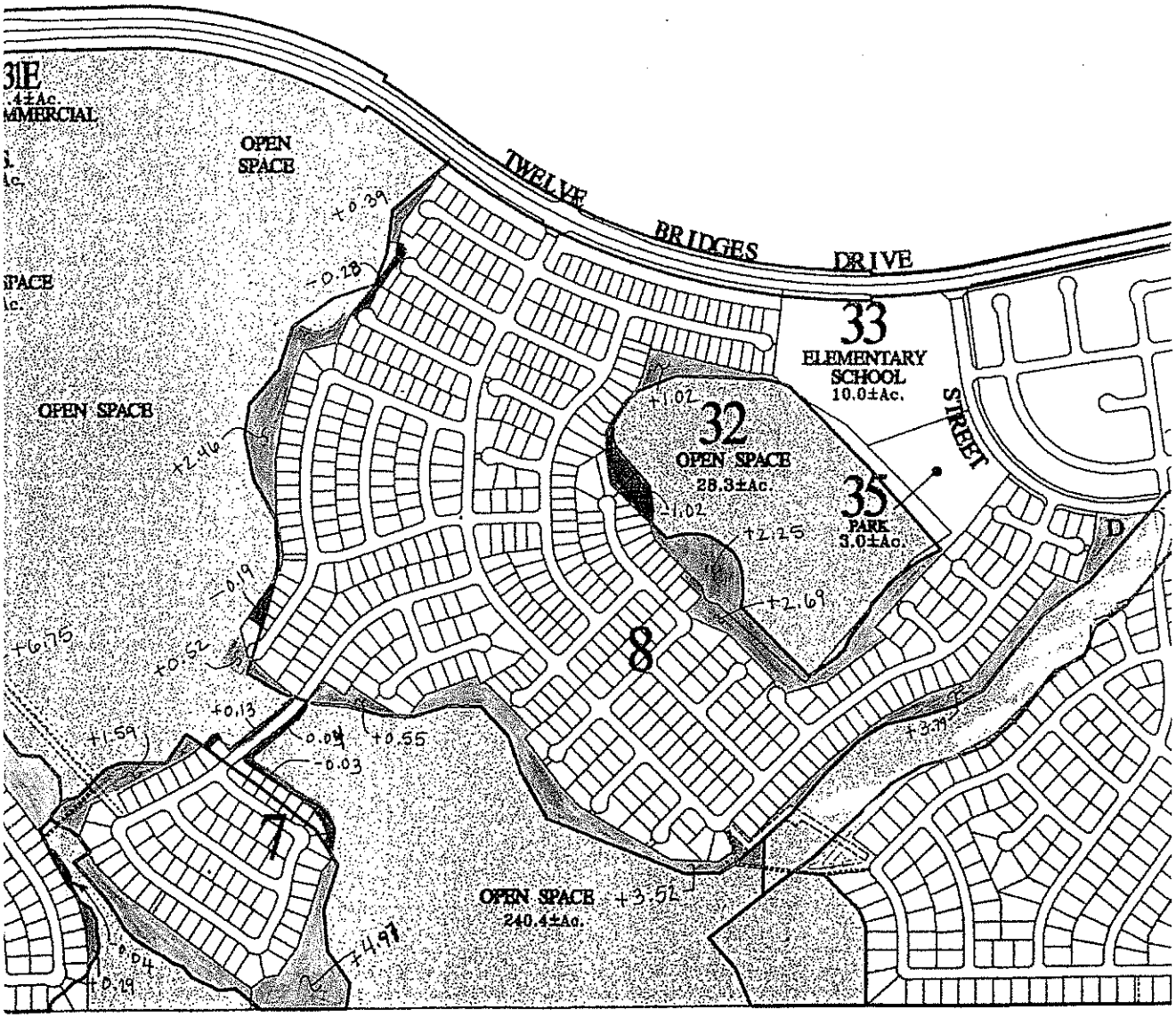
PROJECT
WESTERN PLACER UNIFIED SCHOOL DISTRICT
TWELVE BRIDGES ELEMENTARY SCHOOL

DRAWING TITLE
PARK SITE PLAN

NO	DATE	REVISION COMMENTS
1		
2		
3		
4		
5		
6		
7		

DRAWN BY: BJR
PROJECT NO: 2000-0246
CHECKED BY: AP
DATE: 6/13/02
DRAWING NO.
A1.1P
SHEET OF

EXHIBIT A



Vicinity Map

6.2.9

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
BOARD OF TRUSTEES/GLOBAL DISTRICT 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.

AGENDA ITEM:

Approve the Agreement Between the Western Placer Unified School District and the City of Lincoln Regarding the Joint Use of the Twelve Bridges Middle School Multi-Purpose Facility.

SUBJECT AREA:

New Business

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

February 17, 2004

BACKGROUND:

The attached agreement supports the terms of the May 9, 2003 Master Joint-Use Agreement between the District and City. This agreement also qualifies the District for joint-use funding, up to $1,000,000, from OPSC.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends that the Board of Trustees approve the agreement between the Western Placer Unified School District and the City of Lincoln regarding the joint use of the Twelve Bridges Middle School Multi-Purpose facility.

6.3

JOINT USE AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CITY OF LINCOLN

THIS JOINT USE AGREEMENT ("Agreement") is entered into as of the _____, 2004, by and between the Western Placer Unified School District, a public school district organized and existing under the laws of the State of California ("District"), and the City of Lincoln ("City"), together herein referred to as "Parties."

RECITALS

WHEREAS, Education Code section 17077.40 authorizes school districts to enter into joint use agreements with community organizations for the purpose of constructing libraries, multipurpose rooms and gymnasiums on school campuses where these facilities are used jointly for both school and community purposes, and provide State funding for such properties; and

WHEREAS, the District desires to construct a multipurpose facility ("Facility") on the grounds of Twelve Bridges Middle School, a school site that is owned by the District and generally located at Lincoln Parkway and Westview Drive, Lincoln, CA; and

WHEREAS, the City is a community organization charged with the responsibility of providing community service which is the purpose of the proposed Facility and this Agreement; and

WHEREAS, the City desires that it become a partner in the use of the proposed Facility under the terms and conditions set forth in State law under this Agreement; and

WHEREAS, the Parties wish to provide a Facility that will be available for use by students, faculty, staff, and the general public for community purposes, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed, for the purpose of enhancing the services and facilities that might be offered by either party individually; and

WHEREAS, it is the intent of the Parties to maximize the use of a new joint use Facility by allowing community access to the Facility before and after school hours as much as practicable. It is also the intent of the Parties to provide access to the community at as minimal cost as possible, but at no cost basis to the District and the City; and

WHEREAS, the Parties wish to specify the method for sharing capital and operating costs, their relative responsibilities for the operation and staffing of the Facility, and the manner in which the safety of school pupils will be maintained during school hours, and other terms pertinent to the construction, operation, and use of the Facility; and

6.3.1

WHEREAS, the Parties have determined that the Facility will result in both economic and operational benefits to both Parties that could not be fully realized if acting independently.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follow:

TERMS

1. **Term of Agreement**. The term of this Agreement shall commence upon execution by both parties and shall remain in effect for 40 years. After the initial 40-year term, the agreement shall automatically renew every five (5) years.

2. **Description of Facility.** The District owns the buildings, parking lots and school grounds of Twelve Bridges Middle School located at Lincoln Parkway and Westview Drive in the County of Placer, California. The portion of the School Site dedicated to the construction of the Facility is shown as Exhibit "A" attached hereto and incorporated by reference. The Parties intend that the Facility will be constructed as depicted in Exhibit "A" attached hereto, in accordance with plans and specifications approved by the Division of the State Architect which are hereby incorporated by reference and will supersede the attached Exhibit "A" to the extent they are inconsistent.

3. **Purpose of Facility.** The purpose of the Facility will be to provide the students of Twelve Bridges Middle School, and community members of Lincoln, regular access to multipurpose facilities. The Facility, in addition to supporting the District's educational purposes, is anticipated to support many youth and community groups and will be provided at minimal cost to the community. The Facility is intended to support, but not limited to, such activities as basketball, performing arts, dance, aerobics, etc., as well as providing space for general meetings.

4. **Construction of Facility.** The District shall be fully responsible for the construction of the Facility and for entering into any and all agreements required for, and relating to, the construction of the Facility. The District shall be responsible for complying with all State and local laws relating to the construction of school facilities.

5. **Project Approvals.** The District shall be responsible for obtaining all necessary approvals and permits for construction of the Facility including, but not limited to, obtaining approval of the plans and specifications by the Division of the State Architect, obtaining approval of the project by the State Department of Education, and applying for and obtaining State funding from the State Allocation Board.

6. **Funding Responsibilities for Construction.** Funding for the construction of the Facility shall be shared between the State of California and the City of Lincoln.

6.3.2

a. **State.** The State Allocation Board shall provide funding for construction in the amount approved by the State Allocation Board under the authority granted by Education Code section 17077.42 and in accordance with a separate agreement entered into between the District and the State pertaining to such funding.

b. **City.** The City, as a joint-use partner, agrees to provide matching funds for 50% of the eligible costs of the joint-use facility.

7. **Joint Use of the Facility.** The District and the City shall share the enjoyment and joint use of the Facility. The Parties hereby agree to cooperate in coordinating programs and activities conducted at the Facility so as to avoid conflicting or competing uses. To ensure the availability of the Facility to the District, the City and the community on an equitable basis, and based upon the purposes and intentions set forth herein, the following guidelines shall control the scheduling of the Facility.

a. **Scheduling Responsibility.** The District shall be fully responsible for scheduling all use of the Facility.

b. **Community Use.** The Facility shall be available for District-wide community purposes for the maximum extent possible after regular school hours, but no less than twenty (20) hours per week.

c. **District Priority.** The District shall have exclusive use and control of the Facility from one hour prior to, until two and one-half hours after, regular school hours when school is in session. During non-school hours, the District shall have a priority of use of the Facility in scheduling all District-sponsored athletics, activities, and other functions.

d. **Scheduling Events.** On an annual basis, the District shall provide the City a schedule of all District events each school year as soon as such schedule is prepared. The City shall then submit a proposed schedule of City activities and events to the District. The District shall calendar City activities and events before any other group's events. The District shall notify the City of any additional events, not originally scheduled, as soon as practicable, and such District events shall take priority over any other previously schedule event. To avoid excessive disruption of events scheduled for community use, the District shall keep newly added events to a minimum.

e. **Coordination.** The designated Representative of the District and the City shall meet at least annually, to discuss operations and scheduling of the Facility and make any adjustments.

f. **Governance.** Any and all persons using the Facility shall abide by state and federal laws and regulations as well as local school board policies and administrative regulations.

6.3.3

8. **Operations of Facility.** The District and the City shall share responsibility for the day-to-day operations of the Facility. The District shall be responsible for providing staffing, supervision, and security during regularly scheduled school hours when school is in session, during any official, school-sponsored activities that occur after school hours, and during other community (non-City sponsored) events. The City shall be responsible for providing staffing, supervision, and security as deemed necessary by mutual agreement during all times during which the Facility is used for City sponsored activities and events.

9. **Operational Costs.**

a. **Responsibility for Costs.** The District will be responsible for the operational costs of the building including water, electricity, gas, and garbage pick-up for the facility and will assume the costs of normal maintenance on the interior and exterior of the building. Costs associated with the use of the Facility by the City or other community groups will be borne by the sponsoring group. These costs may include, but are not limited to, custodial support, lighting or electrical costs, heating costs, additional trash pick-up costs and custodial services (including overtime pay for District custodians if necessary).

b. **Charges for Facility Use.** Charges for Facility use will be determined by the District and billed to the user group. All charges will be determined in advance of the event or activity and agreed upon by the District and the user group before the date of the event or start of the activity. Charges will be determined in accordance with the District's Master Joint Use Agreement with the City, the Civic Center Act (California Education Code section 38130 et seq.) and the District's policy and regulations implementing the Civic Center Act.

10. **Student Safety.** The safety and security of District students and staff are of paramount importance. Therefore, use of the facility during school hours will be limited to special requests and will require advance notice and prior approval by the District. All facility use by non-district users (both for City-sponsored and other community events) will be governed by the District's Board policies and administrative regulations regarding facilities use.

11. **Insurance.** Each party agrees to either self-insure in an amount not less than specified below or insure against damages or injuries which may arise from the activities contemplated by this Agreement by purchasing and maintaining for the term of this Agreement a commercial general liability insurance policy, and automobile policy, both with a combined single limit of not less than two million dollars ($2,000,000), which policy shall include or be endorsed to include the other party as an additional insured. The Parties agree to provide evidence of such insurance upon request. Each party shall also carry Workers' Compensation Insurance for its own employees as required by law.

12. **Indemnification.** District and City shall not be liable for any loss, damage, or injury of any kind or character to any person or property caused by or arising from any act or omission of the other party, or any of its agents, employees, licensees or invitees, except as occasioned by the sole negligence of the District or City respectively or their agents, employees, licensees or invitees.

6.3.4

District shall indemnify and hold harmless City and its officers, employees, and agents from and against any and all claims, actions, damages, liability, and expenses, including attorney's fees, in connection with the loss of life, personal injury and/or damage to property arising from the use by District of the Facility or any part thereof, or arising from or out of District's failure to comply with any provision of this Agreement, or otherwise occasioned wholly or in part by any act or omission of District, its agents, representatives, employees, invitees or licensees. In case City shall, without fault on its part, be made a party to any litigation commenced against District, then District shall protect and hold harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred by City in connection with any such litigation.

City shall indemnify and hold harmless District and its officers, employees, and agents from and against any and all claims, actions, damages, liability, and expenses, including attorney's fees, in connection with the loss of life, personal injury and/or damage to property arising from the use by City of the Facility or any part thereof, or arising from or out of City's failure to comply with any provision of this Agreement, or otherwise occasioned wholly or in part by any act or omission of City, its agents, representatives, employees, invitees or licensees. In case District shall, without fault on its part, be made a party to any litigation commenced against City, then City shall protect and hold harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred by District in connection with any such litigation.

13. Termination. This Agreement shall automatically terminate in the event the State Department of Education or the Division of the State Architect within one (1) year of execution does not approve the Facility. This Agreement shall also automatically terminate in the event Facility is not approved for funding by the State Allocation Board within one (1) year of execution. In such cases, the Parties may amend this Agreement or enter into a new agreement for the same purposes contained herein. After the initial 40-year term of this agreement, either party may terminate this agreement by providing at least six (6) months written notice prior to the end of each subsequent five (5) year term.

14. Notice and Contacts. All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

District: Western Placer Unified School District
Superintendent of Schools
810 J Street
Lincoln, CA 95648

City: City of Lincoln
City Manager
640 5th Street
Lincoln, CA 95648

6.3.5

Either party may change its address or contact person by giving notice to the other party.

15. **Amendment.** This Agreement, including exhibits attached hereto, set forth the entire agreement between District and City, and the Parties must in the form of a written amendment agree to any modifications.

16. **Waiver.** The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

17. **Time.** Time is of the essence of every provision of this Agreement in which time is an element.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) indicated below.

DISTRICT:
Western Placer Unified School District

By: _____

Title: Superintendent/Board of Trustee Secretary

Date: _____

CITY:
City of Lincoln

By: _____

Title: City Manager

Date: _____

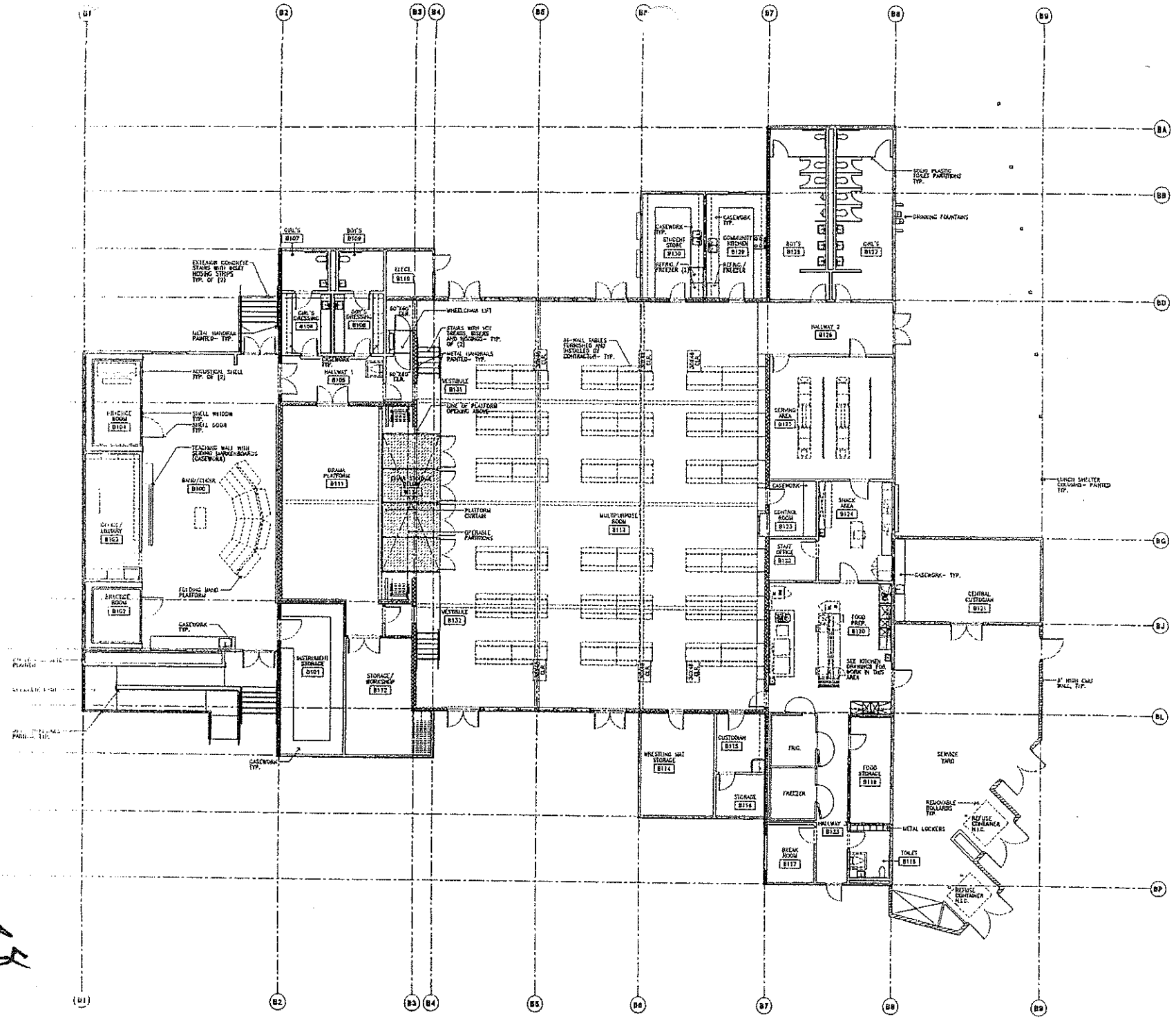
6.3.6

EXHIBIT 'A'

DESCRIPTION OF JOINT-USE FACILITY

A joint-use multipurpose building located at Twelve Bridges Middle School, Lincoln, CA. The Facility consists of a multipurpose room with a performance platform, band/choir room, serving kitchen, after-hours community kitchen, central custodial room, storage and restrooms. It is anticipated that the City of Lincoln and community groups would use this facility for musical and theatrical presentations, meetings, assemblies, special events, sports leagues, etc. The building is approximately 15,400 square feet, of which all of the square footage is available for joint use activities. The floor plan is attached.

6.3.7



6.5.8

FLOOR PLAN - MULTIPURPOSE BUILDING

SCALE: 1/8"=1'-0"

PLAN NORTH
TRUE NORTH

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	*COMPLIANCE CHECK LIST*
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ___
	Complies with Site Plan (UP)___
2. Fosters a safe, caring environment where individual differencesare valued and respected.	Complies with Governance & Management Document ___
	Complies with Mission Statement ___
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart___
	Personnel Sign-Off by B. Noyes___
4. Promote the involvement of the community, localgovernment, business, service organizations, etc. as partners in the education of our students.	Program Sign Off by S. Leaman___
	SBLT Involvement ___ Initial

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:
Adoption of BP 7511
Naming of Facilities

AGENDA ITEM AREA:
DISCUSSION/ACTION

REQUESTED BY:
Board of Trustees
Dennis Sonnenburg

ENCLOSURES:
BP 7511

MEETING DATE:
February 17, 2004

BACKGROUND:

•This policy was reviewed on February 3, 2004; revisions were made at that time by the Board of Trustees, which fit more into the current District growth and need of new facilities. The Board will consider adoption of the revisions as presented.

SUPERINTENDENT'S RECOMMENDATION:
Administration recommends the Board of Trustees review the changes and takes action to approve.

Eva\h:\wpfiles\Board\format2

DRAFT

WESTERN PLACER UNIFIED SCHOOL DISTRICT

BP 7511

NEW CONSTRUCTION

Naming of Facility

Naming of Schools

The Governing Board believes new schools should be named as soon as acquisition of a new school site has been determined. This will ensure distinction between schools in the planning and development stages.

The following criteria shall be used in the naming of high schools:

1. New high schools shall be named in recognition of geographical or historical areas in which the school is located.

The following criteria shall be used in naming of elementary and middle schools:

2. New elementary and middle schools may be named in recognition of geographical or historical areas in which the school is located or with regard to technical or inspirational titles.

Schools shall not be named after an individual, however based on the Superintendent's recommendation, buildings within the school may be named in honor of an individual who has made outstanding contributions to the school district or the community.

The Superintendent shall appoint an Ad Hoc Committee to review all name suggestions submitting a final name for the Board's consideration. Composition of the committee shall include district staff, parents, students and the public representing the school community. This committee should be activated immediately upon acquisition of the school site.

When naming schools the Ad Hoc Committee shall avoid names that create confusion with other schools in existence in the district or in the surrounding area.

Legal Reference
EDUCATION CODE
35160 Authority of governing boards

Adopted: 8/1/95
Revised:
New - 1994/1995 School Year (Total District Policy Book Review)
Q:7000\bp7511

6.4.1