

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

Damian Armitage - President

Kris Wyatt – Vice President

Paul Long – Clerk

Brian Haley - Member

Paul Carras - Member

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent of Personnel Services

Audrey Kilpatrick, Assistant Superintendent of Business & Operations

Kerry Callahan, Assistant Superintendent of Educational Services

School	<u>STUDENT ENROLLMENT</u>		
	2015-16 CALPAD S	3/1/2016	4/1/2016
Sheridan Elementary (K-5)	66	65	67
First Street Elementary (K-5)	465	463	465
Carlin C. Coppin Elementary (K-5)	394	410	411
Creekside Oaks Elementary (K-5)	607	629	628
Twelve Bridges Elementary (K-5)	632	641	646
Foskett Ranch Elementary (K-5)	471	472	475
Lincoln Crossing Elementary (K-5)	645	643	643
Glen Edwards Middle School (6-8)	866	869	871
Twelve Bridges Middle School (6-8)	773	771	767
Lincoln High School (9-12)	1,735	1,658	1,659
Phoenix High School (10-12)	77	83	87
TOTAL	6731	6,704	6,719

Pre-K/Special Ed

Foskett Ranch 16

First Street/LIP 71

Parent Education

Continuing Educ. Classes 55

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 19, 2016, 7:00 P.M.

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

AGENDA

2015-2016 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.

6:20 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – Multi-Purpose Room

2. **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. 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 are located at the entrance to the Board Room. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

6:25 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room

3.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

3.3 **PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

Public Employee - CL 15/16.6

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Bldg. – 3rd Floor Conference Room

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

4.1 **Page 10 - CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Regular Meeting of the Board of Trustees

April 19, 2016

Agenda

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

4.2 **Page 11 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

4.3 **Page 12 - PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

Public Employee - CL 15/16.6

5. **Page 14 - SPECIAL ORDER OF BUSINESS**

STEM Expo Recognition

6. **Page 16 - 51 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.

6.1 Classified Personnel Report

6.2 Ratification of Agreement between Brandman University and the WPUSD

6.3 Approve the Denial of Unpaid Leave of Absence Request

6.4 Ratification of Contract with Youth Development Network

6.5 Ratification of Agreement with Celebrations and Glen Edwards Middle School

6.6 Ratification of Extension with Jive Communications and WPUSD

6.7 Approve Donations to Lincoln High School Agriculture Program

6.8 Approve Library Advisory Committee appointment of two members

6.9 Memorandum of Understanding (MOU – STAR Science Theater Art Recreation (STAR) and Western Placer Unified School District

Roll call vote:

7. **COMMUNICATION FROM THE PUBLIC**

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8. **REPORTS & COMMUNICATION**

➤Lincoln High School Student Advisory – Harpreet Chumber

➤Western Placer Teacher's Association – Tara McCroskey

➤Western Placer Classified Employee Association – Mike Kimbrough

➤Superintendent - Scott Leaman

9. ♦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 Board Meeting Room. Request forms are to be submitted to the Board Clerk before each item is discussed.

9.1 Discussion/ **Page 53 – CONSIDER APPROVAL OF 2016-2017 WESTERN**
Action **PLACER UNIFIED SCHOOL DISTRICT CALENDAR –**

Leaman/Simon (15-16 G & O Component I, II, III, IV, V)

•A tentative agreement has been reached between WPUSD and WPTA on the portion of Article XV – Work Year 2016-2017 and it has been ratified by the WPTA membership. This portion of the calendar was Board approved on March 1, 2016. The attached calendar has been updated to include early release Mondays and also aligns with the previously approved Memorandum of Understand between WPUSD and WPTA.

9.2 Action **Page 55 – ASSISTANT SUPERINTENDENT CONTRACTS –**

Leaman (15-16 G & O Component I, II, III, IV, V)

•Attached are the newly negotiated contracts for all district assistant superintendents.

9.3 Discussion/ **Page 68 – APPROVAL OF ADJUSTMENT TO SALARY FOR THE**
Action **DISTRICT'S CERTIFICATED MANAGEMENT EMPLOYEES**
AND ASSISTANT SUPERINTENDENTS – Leaman (15-16 G & O
Component I, II, III, IV, V)

•In light of the Tentative Agreements with CSEA and WPTA effecting salary for other classified and certificated employees of the District which included an increase in salaries of 4% applied to the various salary schedules, retroactive to January 1, 2016, the District administration is recommending that the same 4% increase, retroactive to January 1, 2016, be applied to the positions which are listed on the Certificated Management and Assistant Superintendent salary schedules. The District is also recommending approval of the Charter Technical Assistance stipend scale.

9.4 Discussion/ **Page 72 – APPROVAL OF ADJUSTMENT TO SALARY FOR THE**
Action **DISTRICT'S CLASSIFIED MANAGEMENT EMPLOYEES AND**
SENIOR MANAGEMENT OF THE CLASSIFIED EMPLOYEES,
CLASSIFIED/CONFIDENTIAL EMPLOYEES AND GRANT
FUNDED AFTER SCHOOL PROGRAM EMPLOYEES – Simon (15-
16 G & O Component I, II, III, IV, V)

•In light of the Tentative Agreements with CSEA and WPTA effecting salary for other classified and certificated employees of the District which included an increase in salaries of 4% applied to the various salary schedules, retroactive to January 1, 2016, the District administration is recommending that the same 4% increase, retroactive to January 1, 2016, be applied to the positions which are listed on the Classified Management, Senior Management of the Classified, Classified/Confidential and Grant Funded After School Program salary schedules.

Regular Meeting of the Board of Trustees
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- 9.5 Information/ **Page 77 – SUPERINTENDENT CONTRACT – Simon** (15-16 G & O
Discussion/ *Component I, II, III, IV, V)*
Action • Attached is a revised contract for the District Superintendent.

- 9.6 Discussion/ **Page 83 – APPROVAL OF ADJUSTMENT TO SALARY FOR THE**
Action **DISTRICT'S SUPERINTENDENT – Simon** (15-16 G & O *Component I, II, III, IV, V)*
• In light of the Tentative Agreements with CSEA and WPTA effecting salary for other classified and certificated employees of the District which included an increase in salaries of 4% applied to the various salary schedules, retroactive to January 1, 2016, the District administration is recommending that the same 4% increase, retroactive to January 1, 2016, be applied to the position which is listed on the Superintendent salary schedule. The District is also recommending approval of the Charter Technical Assistance stipend scale.

- 9.7 Action **Page 86 – APPROVE RESOLUTION NO. 15/16.19 SUPPORTING**
THE CHILDREN'S EDUCATION AND HEALTH CARE
PROTECTION ACT (PROPOSITION 30) – Leaman (15-16 G & O
Component I, II, III, IV, V)
• The Board of Trustees has requested to approve a Resolution in support of the Children's Education and Health Care Protection Act, which is Proposition 30.
Roll call vote:

- 9.8 Discussion/ **Page 90 – CONSIDER APPROVING RESOLUTION NO. 15/16.20,**
Action **AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF**
CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK
OF WORK/LACK OF FUNDS – Simon (15-16 G & O *Component I, II, III, IV, V)*
• Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 15/16.20.
Roll call vote:

- 9.9 Action **Page 93 - ADOPTION OF REVISED/NEW POLICIES/**
REGULATIONS/EXHIBITS – Leaman (15-16 G & O *Component I, II, III, IV, V)*
• The District Policy Committee and Management Team have reviewed the following new and revised policies/regulations/exhibits as per CSBA. They are now being presented for adoption by the Board of Trustees.

- BP/AR 1312.3 Uniform Complaint Procedures
- AR 4117.5 Termination Agreements
- BP 4131 Staff Development
- BP 4231 Staff Development
- AR 5111.1 District Residency
- BP 5111.1 District Residency
- AR 5111.12 Residency Based on Parent/Guardian Employment
- BP 5148 Child Care and Development

Regular Meeting of the Board of Trustees

April 19, 2016

Agenda

10. BOARD OF TRUSTEES

10.1 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.

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

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **May 3, 2016 7:00 P.M.**, Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3rd Floor Conference Room

➤ **May 17, 2016 7:00 P.M.**, Regular Meeting of the Board of Trustees – Carlin C. Coppin, 150 East 12th Street, Lincoln

12. ADJOURNMENT

BOARD BYLAW 9320: Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1
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Posted: 041416

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**DISCLOSURE
OF ACTION
TAKEN IN
CLOSED SESSION,
IF ANY**

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: District Office/City Hall Bldg. – Overlook Room (Fourth Floor)

Date: Tuesday, April 19, 2016

Time: 6:25 P.M.

1. LICENSE/PERMIT DETERMINATION
2. SECURITY MATTERS
3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
6. LIABILITY CLAIMS
7. THREAT TO PUBLIC SERVICES OR FACILITIES
8. **PERSONNEL**
 - * PUBLIC EMPLOYEE APPOINTMENT
 - * PUBLIC EMPLOYEE EMPLOYMENT
 - * PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - * **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
 - * COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE
9. CONFERENCE WITH LABOR NEGOTIATOR
10. STUDENTS
 - * STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
 - * STUDENT PRIVATE PLACEMENT
 - * INTERDISTRICT ATTENDANCE APPEAL
 - * STUDENT ASSESSMENT INSTRUMENTS
 - * STUDENT RETENTION APPEAL, Pursuant to BP 5123
 - * DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION
 1. LICENSE/PERMIT DETERMINATION
 - A. Specify the number of license or permit applications.
 2. SECURITY MATTERS
 - A. Specify law enforcement agency
 - B. Title of Officer
 3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
 - A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
 - B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
 - C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
 - A. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
 - B. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
 - A. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
 - B. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. **LIABILITY CLAIMS**
 - A. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.
 - B. Agency claims against.
7. **THREATS TO PUBLIC SERVICES OR FACILITIES**
 - A. Consultation with: specify name of law enforcement agency and title of officer.
8. **PERSONNEL:**
 - A. **PUBLIC EMPLOYEE APPOINTMENT**
 - a. Identify title or position to be filled.
 - B. **PUBLIC EMPLOYEE EMPLOYMENT**
 - a. Identify title or position to be filled.
 - C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
 - a. Identify position of any employee under review.
 - D. **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
 - a. It is not necessary to give any additional information on the agenda.
 - E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
 - a. No information needed
9. **CONFERENCE WITH LABOR NEGOTIATOR**
 - A. Name any employee organization with whom negotiations to be discussed are being conducted.
 - B. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
 - C. Identify by name the agency's negotiator
10. **STUDENTS:**
 - A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - B. **STUDENT PRIVATE PLACEMENT**
 - a. Pursuant to Board Policy 6159.2
 - C. **INTERDISTRICT ATTENDANCE APPEAL**
 - a. Education Code 35146 and 48918
 - D. **STUDENT ASSESSMENT INSTRUMENTS**
 - a. Reviewing instrument approved or adopted for statewide testing program.
 - E. **STUDENT RETENTION/ APPEAL**
 - a. Pursuant to Board Policy 5123
 - F. **DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION**
 - a. Prevent the disclosure of confidential student information.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

Kerry Callahan, Assistant Superintendent of
Educational Services

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

Scott Leaman, Superintendent
Kerry Callahan,
Assistant Superintendent of Educational Services

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Case: Mark Babbin and CAL200, S.F. County Superior Court (Case No. CPF-15-514477).

RECOMMENDATION:

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

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

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

SUBJECT:

Public Employee Discipline/Dismissal/Release

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Restricted Funds

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

Yes (Closed Session)

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Employee # CL 15/16.6 Discipline/Dismissal/Release

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Employee #CL 15/16.6 Discipline/Dismissal/Release.

**SPECIAL
ORDER
OF
BUSINESS**

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

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

DISTRICT GLOBAL GOALS

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SUBJECT:

WPUSD

- *STEM Expo Recognition*

AGENDA ITEM AREA:

Special Order of Business

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

Administration would like to Recognize Participates of the 2015-16 STEM Expo.

RECOMMENDATION:

Administration recommends the recognition

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.

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon

Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

April 19, 2016

CLASSIFIED/MANAGEMENT

ADDITIONAL POSITION:

1. Name:	Meghan Grimes	Effective:	4/14/16
Position:	Paraprofessional Aide	Site:	First Street School
Hours:	3.5 Hours/4 Days a week		
Days:	10 Months/Year		

TRANSFER/PROMOTION:

1. Name:	Beverly Pinkney	Effective:	4/11/16
Position:	Paraprofessional Aide	Site:	Lincoln High School
Hours:	6.5 Hours/5 Days a week		
Days:	10 Months/Year		
2. Name:	April Porter	Effective:	4/13/16
Position:	Paraprofessional Aide	Site:	Foskett Ranch Elementary
Hours:	6 Hours/5 Days a week		
Days:	10 Months/Year		

RESIGNATION:

1. Name:	Ramey Dern	Effective:	6/17/16
Position:	ELD Intervention Program Secretary	Site:	District Office
Hours:	7 Hours/5 Days a week		
Days:	11 Months/Year		
2. Name:	Maria DeSantiago	Effective:	6/3/16
Position:	Grant Funded Instructional Aide	Site:	First Street School
Hours:	1.5 Hours/5 Days a week		
Days:	10 Months/Year		
3. Name:	Dario Ferrari	Effective:	4/12/16
Position:	Custodian/Groundsman	Site:	Glen Edwards Middle School
Hours:	8 Hours/5 Days a week		
Days:	12 Months/Year		

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

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

SUBJECT:

Ratification of Agreement
between Brandman University
and the Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabe Simon, Ed.D. 
Assistant Superintendent of Personnel Services

ENCLOSURES:

Agreement

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and Brandman University approve of this agreement. This agreement addresses the field experience of teaching credential candidates.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Brandman University and the Western Placer Unified School District

SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Roseville Campus.

TEACHER EDUCATION

☒

SCHOOL PSYCHOLOGY

☐

SCHOOL COUNSELING

☐

EDUCATION ADMINISTRATION

☐

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the WESTERN PLACER UNIFIED SCHOOL DISTRICT, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The

students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
Attn: Gabe Simon, Ed.D., Assistant
Superintendent of Personnel Services

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Tel: (949) 341-9899

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective March 01, 2016 and shall continue in full force and effect through February 28, 2019. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:


FIELDWORK SITE:

Signature:

Name:

Title:

Date:


Cate Simon
Asst. Supt. of Personnel
3/28/16


UNIVERSITY:

Signature:

Name:

Title:

Date:


Phillip L. Doolittle
Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer
2/28/16

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.

- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in school Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Unpaid Leave of Absence Request

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabe Simon, Ed.D.
Assistant Superintendent of
Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

A 7.5 hour teacher at Lincoln Crossing Elementary School, is requesting an unpaid leave of absence from February 1, 2016 to June 3, 2016.

RECOMMENDATION:

District Administration recommends denial of the unpaid leave of absence for the individual listed above.

Vanessa Cern

April 6, 2016

To Whom This May Concern,

I am writing this letter to request an unpaid leave of absence for the 2016-2017 school year. I have been teaching in the Western Placer Unified School District for 9 years, currently teaching first grade at Lincoln Crossings Elementary School. I sincerely love teaching and am saddened that I need to make this request, but feel my family needs my presence now more than ever. I am currently on maternity leave and just welcomed my third child to my family. We have enjoyed spending time together this past month and I see how much I want to continue to be home with my children to see them grow and help them with the many adjustments bringing a new child into the family creates and the other life changes for my older children. Also, through the course of the past month, it has become clear that the demands of having 3 children are much more than I can meet if I were working full time. I also have had the luxury of having either family or myself be the instrumental caregivers for my two older children and this would not be an option if I were working full time next year, so not having child care suitable for my infant would greatly impact my family.

My ultimate goal would have been a part-time or shared position, but since those are not available my only option would be to request a leave of absence. It is my goal and hope that I would be able to return the following year and resume teaching. I hope you can understand my need for this request and allow me this opportunity to give my family the love, time and attention needed at this point in our lives.

Thank you for your time and consideration of my request. If you have any questions, please do not hesitate to contact me.

Sincerely,

Vanessa Cern

1st Grade Teacher

Lincoln Crossings Elementary School

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with
Youth Development Network

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Mental Health

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

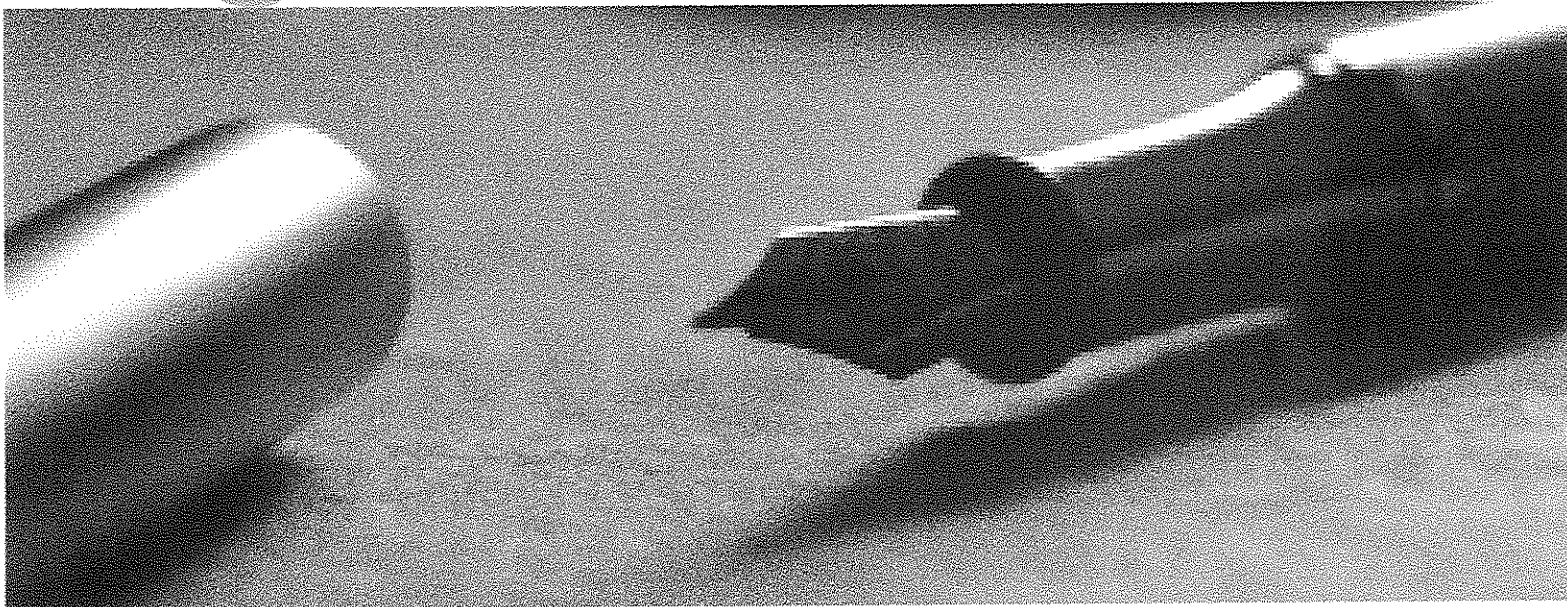
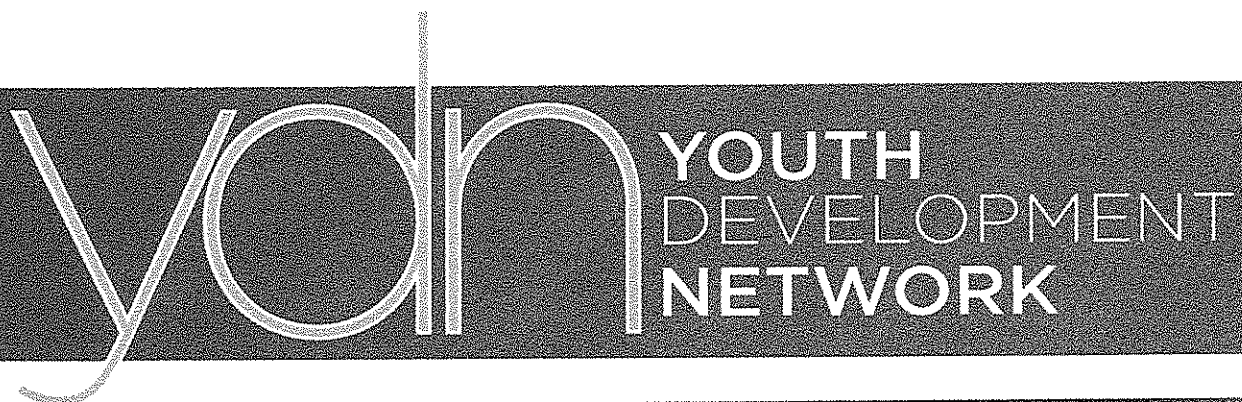
No

BACKGROUND:

The attached contract is for the Youth Development Network to provide a 4-day Youth Development Institute and follow-up coaching for up to 40 staff and students. The institute is based on youth development research and participants will receive training on best practices for providing youth with the critical supports and opportunities they need to achieve academically and to become healthy, productive adults. The institute will be held in June 2016 and the follow-up coaching will occur throughout the 2016-2017 school year.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between the Youth Development Network and Western Placer Unified School District.



SCOPE of SERVICES 2016

Youth Development Network (YDN) is pleased to provide you with a proposal and budget to support the Western Placer Unified School District in creating systemic change with regards to youth development. Our work with administrators, staff and students helps improve organizational climates. We believe, based on previous relationships and experiences, that this work strengthens environments for all (administrators staff and students) and sparks change in a sustainable way because it focuses on approach, process and research.

We are honored to take this opportunity for the Youth Development Network (YDN) to strengthen its bond with the District team. To support them through positive organizational change while creating a common language, with the goal of aligning practices with youth development principles and building staff and organization capacity.

Western Placer Unified School District

April 2016

Youth Development Institute Program Support

The YDN's core youth development training known as the Youth Development Institute (YDI) is based on the framework for practice.

The training helps shift beliefs of adults so they can:

- View youth as resources
- Become more student centered
- Understand the value of relationship building with students as key to learning
- Understand the cultural context of students lives as a key to relationship building and effective classroom practices
- Be willing to share power and control with students
- Understand the importance of the role of parents and community as partners in learning
- Understand the importance of making school more relevant to students based on the students life experiences

Research tells us the skills (described above) that youth will develop through this project will strengthen their ability to navigate their adolescents as well as better prepare them for college, work and citizenship. Additionally, our capacity building process helps schools, organizations, and adults become more responsive to youth and develop better tools and practices to engage youth.

Immediate, or short-term, outcomes expected include:

- More youth will develop their leadership skills
- More leadership opportunities will be available for vulnerable and disenfranchised youth
- More organizations will use effective youth development practices
- More youth will be vested in, and connected to their schools and communities
- More youth will have caring relationship with adults

BE PART OF THE CHANGE YOU WANT TO SEE

The YDI will provide activities and tools to support teachers, principals and district staff as they create caring classroom /school environments where:

- Students feel ownership over, and clarity on, behavior expectations (how to create collective classroom norms)
- Attention is paid to group process and development where students intentionally become known to each other and to teachers (using the Tribes Trail, icebreakers, story-telling, cultural sharing techniques)
- Students know adults care about them through strength based interaction and clear expectations (collective classroom norms, positive respectful interactions, cultural awareness)
- Students are empowered to become teachers and learners in the classroom through appropriate use of fading facilitation techniques (teaches facilitation skills development and group process development)
- Students become more motivated to learn through differentiated learning techniques (use of visual, auditory, kinesthetic and other multiple intelligences)
- Students gain the tools to take ownership of their learning by intentionally being taught skills to work in teams, to problem solve, to advocate for self, to present self. (understand "core competencies" of youth development and 21st century skills, and how to employ service learning or project based teaching methods)

CUSTOMIZED COACHING TO SUPPORT ACTION PLANS

The YDI experience provides transformative individual and group shifts in practice that are supported and aided by data that help target and document improvement. Coaching has been proven to be a key element of this YDI process. Coaching builds connections between these components and supports staff in the implementation of their action plans, helping organizations make their action planning process highly productive and low in anxiety.

Coaching may include some or all of the following customized activities for the agency:

- Specific development of strategies and technical assistance focused on the action plans developed during the YDI
- Targeted professional development based on areas of improvement identified by YDI Action plans (individual mini-trainings designed to address each area of the survey, depending on which ones might be most helpful)
- Targeted coaching (this could be with specialized groups of individual staff, partners, or community wide gatherings)

This coaching, and the conversation it creates, helps transform school culture and transfer any learning and improvements from the YDI to a larger region-wide conversation. Thus, even if not all staff participated in the YDI sessions, their ideas for movement and change can be implemented region-wide and impact the climate of the entire organization and community.

TRANSFORM YOUR DISTRICT - TRANSFORM YOUR REGION

We believe that a region that takes part in the components of this project, as outlined above, will see dramatic changes in their organizational climate. Staff and students will sense the change and engagement will increase for all stakeholders.

We are excited about this potential partnership with the staff of the Western Placer Unified School District and we look forward to strengthening our bond with the region—to ensure that organization staff rally around the youth-centered approach and implement concrete quality practices that will help students feel more safe, engaged, and effective at community programs.

YDI RECOMMENDED STRUCTURE

YDI session for up to 40 teachers, principals, and District admin staff:

- a. Four -full day workshops - content learning sessions (broken into two 2-day consecutive session no more than 2- weeks apart)
- b. 1/2 day follow-up session - momentum continuum (approx. 60-90 days following YDI session)
- c. School site-coaching - 6-10 hours of coaching and technical assistance w/ YDI Alumni to support action plans created during YDI session (1-3 hour blocks of blended on-site and virtual sessions - customized based on need and content)

Coaching

This service is optional and customizable based on your organization vision, goals and objectives. Past YDI alumni organizations that have created sustainable strengths based youth engagement models within their programs and school systems have taken advantage of coaching and technical assistance following their Youth Development Institute experience. The Organizational coaching will be based on action plans designed by participating organizations during the YDI and will be available for purchase for a limited number of participating schools.

YOUTH DEVELOPMENT INSTITUTE

The Youth Development Institute (YDI) was created to help youth-serving organizations improve their programs by incorporating evidence-based youth development practices. YDI provides teams a powerful and interactive learning and training experience as a way to launch organizational change with the goal of aligning practices with youth development principles, building staff and agency capacity and professionalizing the youth development field. YDI consists of 4-day of training and optional fee based coaching.

YOUR ORGANIZATION SHOULD BE INVOLVED

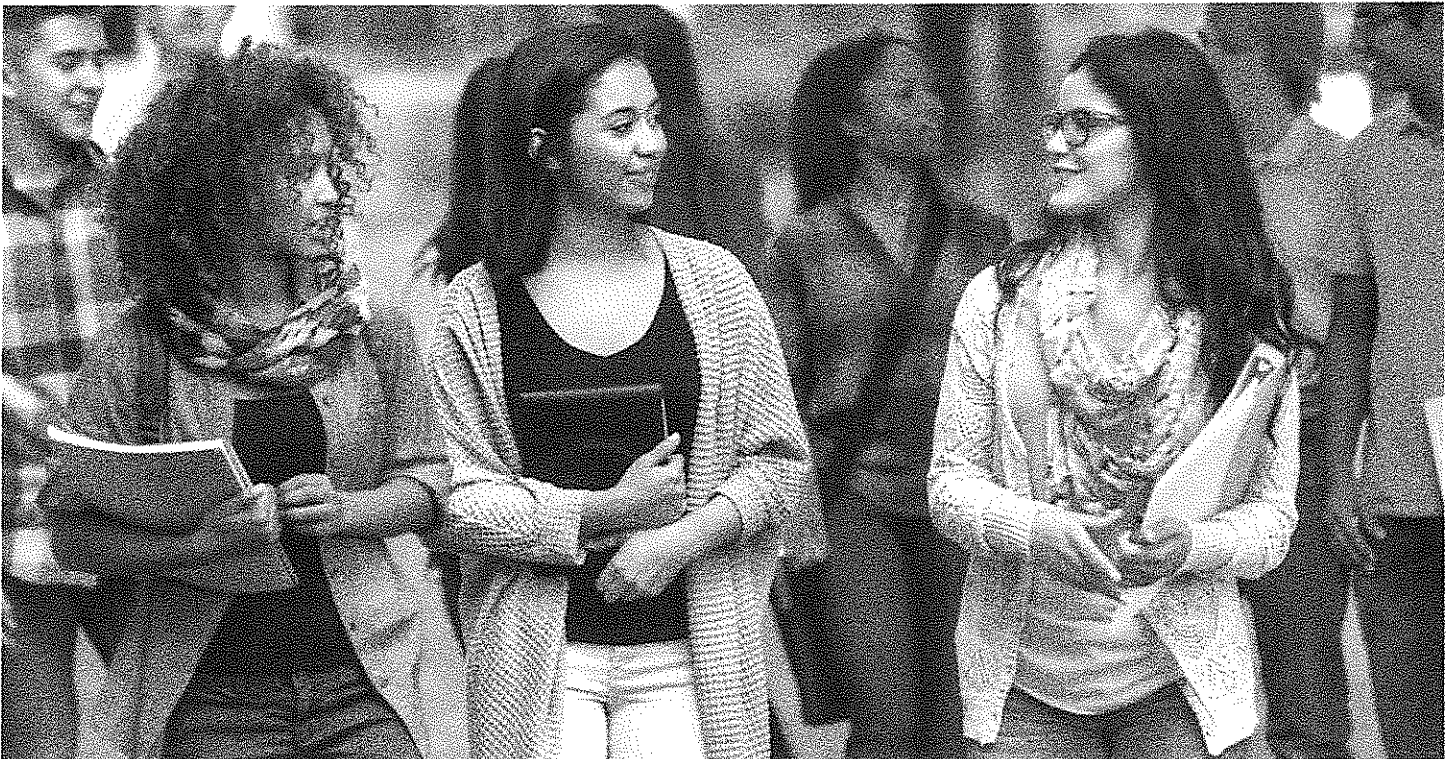
The YDI curriculum was developed by the Community Network for Youth Development (CNYD) as part of the national Building Exemplary Systems for Training Initiative and will be presented by the Youth Development Network.

Through the YDI participating organizations and staff will:

- Develop new professional skills and abilities using research-based practices.
- Connect with a professional community of youth developers.
- Receive resource materials and assessment information to develop an organizational plan to agencies better align with youth development practices.
- Optional-fee based: Receive on-site coaching assistance to build staff and agency capacities to apply concepts and lessons learned through YDI.

The YDI will help train a team of staff from your agency on:

- Creating quality environments for youth, and
- Making sure that youth receive the essential experiences now that will contribute to their development into successful and healthy adults.
- Creating action plans to build cultures that are student centered and relationship driven



REACTION FROM THE FIELD

Here's what YDI can bring to a school, through focusing staff on positive supports for young people, thereby improving school climate:

PIONEER HIGH SCHOOL, WOODLAND, CA

Below is data from Pioneer High School (PHS) that demonstrates the positive impact that youth development and positive behavioral interventions and supports can have on a school's performance. For the past three years, PHS has been working hard to implement research-based practices to improve school culture and we are beginning to see the positive results. Some of the practices contributing to our success are: positive student recognition programs, school-wide behavior expectations (Be Safe, Be Respectful, be Responsible), youth development trainings for teachers and staff, youth-leadership/advisory programs, 9th and 10th grade teams, and progressive intervention plans to correct poor student behavior and improve academic performance.

AVERAGE DAILY ATTENDANCE (ADA)

2010-2011 = 93.52%

Aug 10- Dec 1, 2011 = 95.84% (approx 37 more students attending daily)

Anticipated 2011-2012 ADA Savings = \$119,880 (\$18/student/day)

NUMBER OF SUSPENSIONS

2010-2011 = 6.3 days of suspension assigned/day of school

Aug 10 - Dec 31, 2011 = 2.4 days of suspension assigned/day of school

2011-2012 ADA Growth = \$12,636 (\$18/student/day)

ACADEMIC PERFORMANCE INDEX (API) 2009-2010 = 672

2010-2011 = 720

A gain of 48 points (without working specifically on curriculum)

PHS API target for 2011-2012 is 757: "We are flying high to 800!"

TOTAL SAVINGS (1 year) = \$132,516

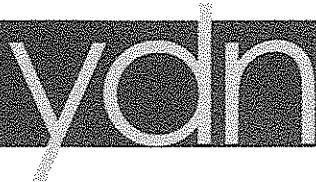
To effectively implement the practices listed above, Pioneer High School partnered with the Youth Development Network (YDN) in Sacramento (a continuous partnership) and the Placer County Office of Education in Placer (a one-year partnership).

YDN prides itself on building leadership capacity within the organizations for which it works through coaching and a Train-the-Trainer model. Thus, after the 2011-2012 school year, PHS no longer required YDN support to sustain the policies and procedures that have made Pioneer High School a more safe and supportive school climate.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT, SACRAMENTO, CA

Galt Joint Union Elementary School District was one of 16 communities nation-wide honored to receive the highly competitive Race to the Top federal grant award. This \$10 million award, to be distributed over the period of several years, demonstrates the impact we can make in our communities when school administration, teachers, parents, police, parks and recreation staff, and civic leaders come together to seriously consider the future of our youth. This grant would not have been possible without the leadership and support of the YDN along with the dedication of our partner's time and resources to realign the services of the respective organizations to create an environment where youth can develop into successful citizens.

"Our sustained partnership with YDN has played a significant part in student performance success. From employees, board members and community leaders working together to implement the Galt Youth Master Plan to applying strengths-based leadership and learning - YDN has been our coach and out-of-the-box collaborator" Karen Schauer Ed. D, Superintendent - Galt Joint Union Elementary School District



YOUTH
DEVELOPMENT
Network



Western Placer Unified School District

Youth Development Institute

FOUR DAY INSTITUTE 40 PARTICIPANTS

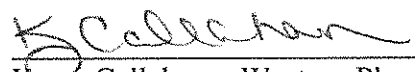
2016 Summer Session – June 14, 15, 16 & 17, 2016	\$30,000*
Each session for up to 40 participants 8:30am-3:30 pm daily schedule	
Add an additional \$5,000 per session for YDN staff to coordinate breakfast & lunch catering	
Total Fee for Services	\$30,000
Partner Discount	\$5,000
*Includes one - 1/2 day follow-up session – with summer 2016 cohort	Total Discounted Fee for Service
	\$25,000
Payment Schedule Following Completion of Each YDI Session June 2016	


THE FINE PRINT

**All quotes provided assume that all costs and arrangements for food, facilities, marketing, promotion and registration will be provided by the organization staff unless otherwise stated
*This proposal captures the costs associated with local travel related expenses within the Sacramento – Yolo Region. Travel related expenses for sessions outside of this area are in addition to the quotes provided. All travel related expenses would be reimbursed by Organization based on actual expenses submitted for reimbursement following the event, unless other arrangements are made at the time of contract agreement. Travel expenses may include, but are not limited to, transportation costs, airfare, rental car, cabs, shuttles, mileage, overnight accommodations, and travel meals.
Specific training content, activities and depth of engagement may vary dependent on the duration of session(s) (2015 pricing)


Adrian Ruiz – Executive Director YDN

4/2/2016
Date


Kerry Callahan – Western Placer USD
Assistant Superintendent of Educational Services


Date

"Our sustained partnership with YDN has played a significant part in student performance success. From employees, board members and community leaders working together to implement the Galt Youth Master Plan to applying strengths-based leadership and learning - YDN has been our coach and out-of-the-box collaborator." Karen Schauer Ed. D. Superintendent - Galt Joint Union Elementary School District

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

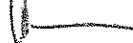
SUBJECT:

Ratification of Agreement with
Celebrations and
Glen Edwards Middle School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

8th Grade Co-Curricular

MEETING DATE:

April 19th, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Celebrations and Glen Edwards Middle School. The service will include delivery and pick up of 10 round tables to be used for the 8th grade promotional dance. The dance will be held on June 1, 2016. The cost of these services is \$143.00 and will be paid with the 8th Grade Co-Curricular Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Celebrations and Glen Edwards Middle School.



8845 Washington Blvd. - Suite 140
Roseville, CA 95678
www.CelebrationsPartyRentals.com
916-773-2133 Phone
916-773-4112 Fax

Customer #: 533

Glen Edwards Middle School

916-645-6370 Phone
916-645-6379 Fax

204 L Street
Lincoln, CA 95648

Status: Reservation

Contract #: 65151-1

Event Beg: Wed 6/1/2016 9:00AM

Event End: Thu 6/2/2016 5:00PM

Operator: Sabrina Serra

Terms: 10% Net 30

Ordered By: Stephanie

Delivery and Pickup

Delivery: Wed 6/1/2016

Pickup Date: Thu 6/2/2016

Location: Glen Edwards

Used at Address: 204 L Street ; Lincoln, CA 95648

Delivery Notes: Deliver to the front of school. Call on your way.

Contact: Stephanie

Phone: 916-802-0666

Qty	Items	Status	Each	Price
10	TABLE - 36" ROUND - COCKTAIL	Reserved	\$9.45	\$94.50
1	DELIVERY - LINCOLN - IMMEDIATE TOWN OF	Selling	\$40.00	\$40.00

Thank you for your Business!

YOU ARE IN CHARGE OF SET-UP AND TEAR DOWN UNLESS ARRANGED IN ADVANCE.

SET-UP AND TEAR DOWN ARE CHARGED SEPARATELY.

ITEMS SHOULD BE STACKED AND PACKAGED IN THE SAME MANNER AND LOCATION IN WHICH THEY WERE DELIVERED.

PLEASE NOTE: TENTING ITEMS INCLUDE SET-UP AND TEAR DOWN BY CELEBRATIONS.

Rental Contract


This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These TERMS AND CONDITIONS are a part of this contract - READ THEM!

The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions. All collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges will be the client's responsibility.

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

I certify that I have read and agree to all terms of this contract and agree to the Terms and Conditions.

Signature:


Glen Edwards Middle School

Rental/ w/ 10% Disc:	\$94.50
Damage Waiver:	\$8.50
Delivery Charge:	\$40.00
Subtotal:	\$143.00
Placer County 7.5%:	\$0.00
Total:	\$143.00
Paid:	\$0.00
Amount Due:	\$143.00

TERMS AND CONDITIONS:

For the purpose of this Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean its agents and/or employees. In consideration of hiring of the items herein ("the rental item or rental items") described on the front of this Rental Agreement it is agreed as follows:

1. **Indemnity/Hold Harmless:** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY AND DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS RENTAL CENTER FROM AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEY FEES, AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF RENTAL CENTER.
2. **ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE RENTAL CENTER FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY AND OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS; AND CUSTOMER FURTHER AGREES TO WAIVER, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST RENTAL CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
3. **HOLD HARMLESS AGREEMENT.** Customer shall defend, indemnify and hold harmless Rental Center its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees and agent of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by Rental Center in defending suit and actions involving liability covered by the indemnification provision in this paragraph.
4. **TITLE AND OWNERSHIP.** The items rented shall at all times be and remain the sole and exclusive property of Rental Center. Customer shall have only the rights to use the rental items in accordance with the terms of this agreement. Rental Center shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of Rental Center. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of Rental Center.
5. **WARRANTIES.** Rental Center is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties or merchantability or fitness, either express or implied. There is no warranty that the rental items are suited for Customer's intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.
6. **RECOVERY OF LITIGATION COSTS.** If any legal action or other proceeding is brought for the enforcement of this Agreement or Purchase Order, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement or Purchase Order, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and costs, expert witness fees and costs and other costs incurred in that action or proceeding in addition to any other relief to which it or they may be entitled.
7. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Rental Center to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Rental Center's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provisions.
8. **TIME OF RETURN.** Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this contract. Time is of the essence in this agreement. Any extension must, at Rental Center's election be mutually agreed upon in writing.
9. **ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS.** The Rental Center may assign its right under this contract without the Customer's consent, but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without the Rental Center's written permission. Any purported assignment by the Customer is void.
10. **RETURN OF RENTAL ITEMS.** At the termination of this agreement, Customer shall return all the rental items to Rental Center's premises during Rental Center's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Rental Center's regular business hours. If Rental Center has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all losses or damage to the Equipment from time of delivery to Customer and until picked up by Rental Center.
11. **INSPECTION BY RENTAL CENTER.** Rental Center shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Customer's premise.
12. **THEFT OF RENTAL ITEMS.** The Customer agrees to pay for rental items [at its replacement cost when rented] for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.
13. **RETAKE OF RENTAL ITEMS.** If for any reason it becomes necessary for Rental Center to retake the rental items, Customer authorizes rental center to retake the rental items without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of items.
14. **COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the rental items for any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. Rental Center may at the Customer's request act as the agent to obtain required permits and/or licenses. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to Rental Center or its sub-contractors.
- Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the rental items when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the rental items; permit any repairs to the rental items without Rental Center's prior written permission; or, allow a lien to be placed upon the rental items.
15. **WEATHER RELATED RISKS.** Customer assumes all weather related risks involved in holding an outdoor tented event. Rental Center will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Rental Center's control, Customer shall still be liable for payment in full of all charges. Customer shall secure all other rental equipment to protect equipment from weather at all times.
16. **TENT SITE EVALUATION, GUTTERS, PERMITS.** All tent quotes and proposals require an onsite evaluation by a Rental Center representative. Gutters are only to be installed from tent to tent and must be ordered in advance. Rental Center will NOT attach gutters to any structure or dwelling. Customer is responsible for obtaining any and all permits required by your building and fire departments prior to the scheduled delivery date. If permits are denied for any reason, the client is still responsible for the 50% nonrefundable deposit and any other costs incurred by Rental Center.
17. **COOKING UNDER TENTS.** Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.
18. **ELECTRIC POWER AND LIGHTING.** Customer agrees to furnish Rental Center access to, and the right to use Customer's electrical and power lines for the installation and operation of the rental items.
19. **PREPARATION OF SITE.** Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the Rental Center's work crew. Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Rental Center's work crews. Customer assumes full responsibility for damage to all Underground Facilities. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.
20. **DELIVERY/PICK UP.** The Rental Center's standard delivery and pick-up policy shall be at our convenience. Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. Upon pick-up, all items must be stacked / bagged in the same manner and location that they were delivered: china, flatware, etc. needs to be scraped (not rinsed) and stacked in the same containers in which they were delivered. On pick-up, a knock down fee will result if rental items are still up.
21. **WILL-CALL.** It is the Customer's responsibility to verify the rental order upon leaving The Rental Center. The Customer assumes responsibility for rental equipment once the order has been loaded and verified by your signature. Will-Call orders require payment at the time of pick-up. The Rental Center will assist you in loading and unloading Customer's vehicle; however we will not take responsibility for damage to your vehicle or the way in which the items are secured.
22. **INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the rental items and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customer responsibility to inspect the rental items prior to its use and to notify Rental Center of any defects prior to use, **NOT AFTER THE EVENT.**
23. **REPLACEMENT OF MALFUNCTIONING ITEMS.** If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to notify Rental Center. Rental Center will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. Rental Center is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.
24. **LINENS.** Table linens are inspected prior to pick up and upon return. DO NOT ROLLUP OR PLACE WET LINENS IN ANY BAG - mildew will result. Return all linens dry and free of waste. DO NOT LAUNDRER LINENS after use.
25. **DIRTY OR DAMAGED ITEMS.** Customer agrees to pay for any damage to rental items regardless of cause, except reasonable wear and tear, while rental items are out of possession of Rental Center. Customer agrees to pay a reasonable cleaning charge for all rental items returned dirty. Accrued rental charges cannot be applied against the purchase or cost or repair of damaged goods. Rental Equipment damaged beyond repair will be borne by the Customer, whether performed by Rental Center, or at the Rental Center's option by others.
26. **DAMAGE WAIVER.** For security against damaged items, The Rental Center automatically includes a nonrefundable damage waiver of 9% on all orders. Damage viewed as excessive by The Rental Center will result in additional charges (the cost of repair or the full replacement cost of rental items) due immediately. The Rental Center assumes risk of damage to rental items, except the following risks assumed by the Customer: [a] Loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage or theft of accessory items such as extension cords, etc. [c] Loss due to mysterious disappearance or wrongful conversion by a person entrusted with rental items. [d] Damage waiver is null and void if damage is caused by a third party not associated or related to Customer. In this instance the Rental Center reserves the right to collect from person or company causing damage. **THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE.**
27. **RESERVING EQUIPMENT.** Quotes or proposals do not guarantee availability of rental equipment. A signed rental contract is needed for all reservations. Orders of non-tent items over \$100 require a 25% deposit and a valid credit card to reserve items. All tent items require a 50% nonrefundable deposit due at the time of reservation.
28. **CHANGES AND CANCELLATIONS.** For non-tent items, all changes must be made no later than 72 hours prior to delivery; any changes made after the order has been loaded are subject to a 50% restocking fee. For tent items, any changes or cancellations made any time after the time of reservation will be charged 50% of the rental rate as collected in the non-refundable deposit; any cancellation made after the order has been loaded are subject to 100% cancellation fee. Any and all items cancelled after being loaded or delivered are subject to a 100% cancellation fee.
29. **FINAL PAYMENT.** Final payment is due 48 hours prior to delivery. The credit card used to reserve equipment items will be used for final payment unless alternative payment is arranged the week prior to the event. Orders will not be scheduled for delivery until FULL payment is received. In the event of a returned check, The Rental Center has the authority to charge the credit card on file for the amount of the check plus a \$30 returned check fee. If you have ACCOUNT terms with the Rental Center, payments are due Net 30.
30. **EMERGENCY SERVICES.** In the event of a rental emergency (i.e. incorrect items were delivered, items were delivered damaged, items are not working properly, problems with a tent, etc.) The Rental Center does provide 24-hour assistance. Please call our office at 916.773.2133 for the recorded message with the phone number of the on-call driver for that day.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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


SUBJECT:

Ratification of Extension with
Jive Communications and
Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund – Technology Department

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for renewing services with Jive Communications and Western Placer Unified School District. The renewal will extend the existing contract by one (1) year, with a new expiration date of June 30, 2017. The services provided will remain the same as the original contract from March 12, 2013. The total cost of these monthly services will continue to be \$1,147.17 which will be paid with the General Fund from the Technology Department.

RECOMMENDATION:

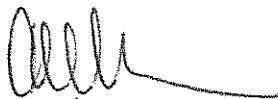
Administration recommends that the Board ratify the contract agreement between Jive Communications and Western Placer Unified School District.

March 30, 2016

Western Placer Unified School District

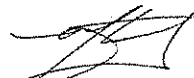
We, the undersigned, hereby agree to extend the existing contract by one (1) year. A Form 500 will be filed, by the school, with the new expiration date of 6/30/2017.

Signed (Western Placer Unif SD):



Name: Audrey Kelpatrick
Title: Asst Supt of Business Sys and Operations
Date: 3/30/16

Signed (Jive Communications):



Name: Martin Skiby
Title: Director/Public Sector/K12 Education
Date: 3-30-2016

Proposal Acceptance

Signature of the authorized representative of the customer is required for this document to be valid.

I, the undersigned ("Customer"), hereby accept this Proposal for Priority 1 Eligible Hosted Services as detailed in the quotation referenced by the quote number at the top of this page. I also agree to the following:

Terms and Conditions

Customer has read, understand, and agrees to the *Jive Terms of Service* document found at

[http://www.jive.com/legal/terms/accepted](#)

Installation Timeline (choose one)

- ☒ Customer chooses to install services prior to receiving E-Rate funding. Customer understands that Customer will be responsible to pay the full cost of the hardware, setup, and services until E-Rate funding is obtained.
- ☐ Customer chooses to NOT install services until after E-Rate funding has been obtained.

Non-Appropriations Option (choose one)

- ☒ Customer and Jive Communications will be bound to the terms of this agreement if, and only if, Customer receives SLD/USAC approval for Federal E-Rate funding for the applicable E-Rate Funding Year. If such funding is approved, Customer and Jive will be bound to the entire agreement, including items listed on the attached quote.
- ☐ Customer agrees to fully compensate Jive for services provided, whether or not any Federal E-Rate funding has been requested or approved by USAC/SLD.

E-Rate Billing Method (choose one)

- ☒ Form 474: Service Provider Invoice Form (or "SPI") will be utilized by Customer.
- ☐ Form 472: Billed Entry Application Reimbursement (or "BEAR") will be utilized by Customer.

Term: 36 months

Customer has the option to renew yearly after this contract expires using the terms of this contract. Incremental increases in the quantity of any of the Hosted Services provided (e.g. for new users in an existing site, or for additional sites) are allowed under the terms of this agreement.

Service Details

Base One-Time Charges:	15,000.00	Base Monthly Recurring Charges:	7,911.53
Est. E-Rate Discount:	10,650.00	Est. E-Rate Discount:	5,617.19
Est. Out-of-pocket One-Time Charges:	4,350.00	Est. CTF Discount:	1,147.17
		Est. Out-of-pocket Monthly Charges:	1,147.17

Customer understands that enabling certain features, including but not limited to international calling or toll-free number service, may increase the monthly charges. Rental hardware is subject to availability and not guaranteed. Customer should verify with their Jive representative that their telephone numbers can be ported. The WAN/911 survivability option requires at least one analog telephone line at each location. Jive Hosted Exchange Email requires the use of Active Directory. Each telephone endpoint requires an ethernet connection. Customer understands that all Jive services have minimum bandwidth requirements and that failure to meet these requirements will result in degraded functionality.

Signed (Western Placer Unified School District):

Signed (Jive Communications):

Name: *Andrea Kilpatrick*
Title: *Asst. Dir. Business*
Date: *3/12/13*

Michael Tureson
Name: Michael Tureson
Title: Account Manager
Date: 3/13/13

**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:

Donation Approval - Lincoln High School
Agriculture Program

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick, Asst. Supt – Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

TSI Semiconductors has donated the below listed items valued at \$3,500 in total. These donation items will be used by the Lincoln High School Agriculture Program.

- Ford Flatbed Truck – Valued at \$3,000
- Floral Refrigerator – Values at \$500

ADMINISTRATION RECOMMENDATION:

Administration recommends we accept the above donated items.

Western Placer Unified School District
GIFT AND DONATION DOCUMENTATION

Western Placer Unified School District appreciates contributions to its programs. To ensure that donations or gifts are used for the intended purpose, a Gift and Donation Documentation Form (available through the District Office/Business Office/School Site Principal) must be completed. The purpose of this preliminary review procedure shall be to help determine the appropriateness of the gift or donation and to document the donor's intent. A copy of this form will be submitted to the Superintendent's Office for Board of Trustee information and/or approval.

Name/Address/Telephone of Donor:

TSI Semiconductors
7501 Foothills Blvd., Roseville, CA 95747

Gift or Donation:

5000⁰⁰ Floral Refrigerator

Donated to School/Program:

Western Placer Unified School District
Lincoln High School - Ag program

Value of Gift or Donation – to be completed by the Donor:

5000⁰⁰

Cash or Check: (circle one) Dollar Amount \$ _____

Estimated Dollar Value \$ 5000⁰⁰

Certification of Receipt by

Site/Program Administrator: Jay Berns
Type Name

Jay Berns
Signature

FOR BUSINESS OFFICE USE ONLY

Assistant Superintendent of Business & Support Services: [Signature]
Signature

Revenue Code: _____

Revenue Comments: _____

Superintendent's Signature: [Signature]

Board Agenda Date: 4/19/16

WHITE – Donor YELLOW – School Office PINK – Business Office GOLDEN ROD – Superintendent's Office

Western Placer Unified School District

GIFT AND DONATION DOCUMENTATION

Western Placer Unified School District appreciates contributions to its programs. To ensure that donations or gifts are used for the intended purpose, a Gift and Donation Documentation Form (available through the District Office/Business Office/School Site Principal) must be completed. The purpose of this preliminary review procedure shall be to help determine the appropriateness of the gift or donation and to document the donor's intent. A copy of this form will be submitted to the Superintendent's Office for Board of Trustee information and/or approval.

Name/Address/Telephone of Donor:

TSI Semiconductors

7501 Foothills Blvd., Roseville, CA 95747

Gift or Donation:

Ford flatbed truck

Donated to School/Program:

Western Placer Unified School District

Lincoln High School - Ag program

Value of Gift or Donation – to be completed by the Donor:

\$3000.00

Cash or Check: (circle one)

Dollar Amount \$

Estimated Dollar Value \$

\$3000.00

Certification of Receipt by

Site/Program Administrator:

Jay Berns

Type Name

Signature

FOR BUSINESS OFFICE USE ONLY

Assistant Superintendent of Business & Support Services:

Signature

Revenue Code:

Revenue Comments:

Superintendent's Signature:

Board Agenda Date:

4/19/14

WHITE – Donor YELLOW – School Office PINK – Business Office GOLDEN ROD – Superintendent's Office

**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 (LAC)

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Library Advisory Committee

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The district is requesting to appointment the following to the Library Advisory Committee.

- Cheryl Harrison
- Eileen Binning

RECOMMENDATION:

Administration recommends approval of the appointment.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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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:

Memorandum of Understanding (MOU –
STAR Science Theater Art Recreation (STAR) and
Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Facilities Use Funds Revenue

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The enclosed MOU with STAR and Western Placer Unified School District is for the 2016-2017 school year. The programs to be provided will be for District school age students before school, after school, and summer programs as well as preschool programs on District facilities. The District has partnered for a number of years with STAR for the services included in the MOU. The programs will be held at, Creekside Oaks Elementary, Foskett Ranch Elementary, Lincoln Crossing Elementary and Twelve Bridges Elementary schools. All facilities use agreements and other documentation have been prepared and submitted by STAR to the District. STAR will be invoiced for the appropriate facilities use fees to using WPUSD facilities.

RECOMMENDATION:

Administration recommends that the Board ratify the MOU with STAR and Western Placer Unified School District for the 2016-2017 school year.

MEMORANDUM OF UNDERSTANDING

Between STAR Science Theater Art Recreation and Western Placer Unified School District 2016-17

The following Memorandum of Understanding (MOU) sets forth the terms and conditions for a partnership between Western Placer Unified School District (WPUSD) and Science Theater Art Recreation (STAR) and begins on July 1, 2016 and ends on June 30, 2017. This MOU may be extended for one additional year term if so requested by both parties. The goal of this partnership is to improve the academic performance of WPUSD students and meet the diverse needs of WPUSD teachers, students, and their families.

The Students and Families

- 1 The students in STAR school age program will come from WPUSD only, while WPUSD students will get priority in the Preschool program; enrollment will be opened to all children of preschool age. Enrollment for both programs can include, at the discretion of the Director and/or the School Board, students who will be eventually enrolled by the school.
- 2 WPUSD and STAR reserve the right to restrict any student from attending the STAR program for behavioral disruptions after reasonable attempts by WPUSD or STAR to provide necessary, positive behavioral supports to that student have failed to curb the behavioral disruptions. WPUSD and STAR may restrict any student from attending the STAR program without reasonable attempts to curb the behavior of the student if the safety of the child or other children is at risk. Neither WPUSD nor STAR have the right to override the decision of the other party to restrict student access to the program.
- 3 All students who use the program must complete enrollment process prior to accessing the program. This includes WPUSD special education inclusion students. The STAR enrollment process is done online at www.starsacramento.org. WPUSD or STAR staff members enrolling dependents must complete enrollment forms as well. WPUSD students will attend based upon the tuition rates listed in STAR enrollment forms.
- 4 WPUSD students who are unable to afford tuition for STAR Galaxy (before and after school program) due to hardship may be eligible for a partial scholarship, if available, as determined by STAR.
- 5 STAR will maintain emergency contact information for all students and may contact those on the list for the purpose of ensuring the well-being of students.

Academic Program

- 6 WPUSD teachers will inform parents of children that are underperforming academically, that the school is partnering with STAR and that STAR's mission is to help children socially and academically. WPUSD staff and teachers will inform parents of STAR's availability as an option for all students but especially for those students who are in need of additional academic support.
- 7 STAR will consult with WPUSD teachers regarding individual student work, needs and upcoming assignments. WPUSD teachers will be made available at the discretion of the WPUSD site Principal for the purpose of communicating the strengths and needs of students.
- 8 STAR will align curriculum with California State Standards and/or California Common Core State Standards (CCCSS) for appropriate grade levels. STAR Homework Club will address curriculum and assignments from district teachers.
- 9 STAR will seek input from WPUSD teachers on program success and possible modifications. WPUSD agrees that its teachers will work with STAR teachers to promote this collaboration.

- 10 STAR may collect data, if available and if parents have authorized access to academic records and progress, on homework completion and classroom performance of students enrolled in STAR before and after joining the program.
- 11 STAR Preschool will conduct an annual survey of parents to assess satisfaction and report survey results to WPUSD site principal.
- 12 STAR and WPUSD will include mutual links on their respective web sites for the purpose of educating families and other educational institutions about each organization and their programs.
- 13 STAR will notify the WPUSD site Principal of any incident that requires emergency medical assistance, legal liability, police intervention, or maintenance by the district for safety purposes.
- 14 WPUSD will assist in STAR's outreach to the WPUSD parent community so as to ensure that families are well educated about the program. WPUSD agrees to refer STAR to its families at sites at which there are STAR programs by:
 - a Allowing STAR to include information in folders that are sent out to parents.
 - b Adding information about STAR and related materials periodically to mailings to its families.
 - c Keeping informational material about STAR in a highly visible place near the schools' entrances and in the school office.
 - d In schools where email is a form of communication the school may provide the parent email list to STAR or may provide the means for STAR to communicate with the WPUSD parent community by email for the sole purpose of keeping parents informed and reminded of the STAR program.
 - 1 Parents will all be given the option to "opt out" of receiving STAR correspondence via email.

Other

- 15 WPUSD will provide STAR school age and STAR Preschool access to designated STAR classrooms on each school site to facilitate the program one hour before and after program start and end times whenever possible, to ensure the space is cleaned and re-set for the following day's use. WPUSD will be responsible for routine maintenance of the facility as requested through the WPUSD work order process. STAR will be responsible for any damage to the facility as a result of negligence by STAR employees.
- 16 STAR is located on the following district campuses and offers care during the hours listed:
 - Creekside Oaks Elementary School- Galaxy Program: 6:30a.m.-6:30p.m.**
 - Foskett Ranch Elementary School- Galaxy Program: 6:30a.m.-6:30p.m.**
 - Foskett Ranch Elementary School – Preschool Program: 8:00a.m. -3:00p.m.**
 - Lincoln Crossing Elementary School- Galaxy Program: 6:30a.m. - 6:30 p.m.**
 - Twelve Bridges Elementary School- Galaxy Program: 6:30 – 6:30 p.m.**

If there is a lack of enrollment for any one portion of the STAR program at any campus, STAR will dissolve that portion of the program with a 60 day notice to WPUSD and affected families. If there is a need for additional care at a specific campus that is not currently being offered, STAR will make every effort to accommodate the needs of that campus.
- 17 STAR agrees to pay facilities fees based on the Board approved fees schedule for preferential long-term users. WPUSD agrees to provide STAR with 90 days' notice for any fee increase. The current fee schedule is available on the WPUSD website. STAR Preschool agrees to reserve two enrollment spaces for WPUSD Special Education preschool inclusion, to be shared amongst such children that have general education inclusion in their Individual Education Plans in exchange for free rent for one STAR Preschool classroom. If WPUSD does not wish to fill both spaces one space will be released for STAR to offer to a general education student, no later than January 1st.

- 18 Dates of occupancy for STAR programs during the school year, academic holidays, and summer months, as well as dates of non-occupancy due to cleaning schedules, will be noted on the Facilities Use forms, and will be completed once WPUSD school calendar is established each year for the following July 1 – June 30 school year.
- 19 Families of WPUSD Special Education preschool inclusion students who participate in the STAR Preschool program will need to complete all STAR online registration paperwork that is required by the STAR Preschool Program including immunization records and physicians report. WPUSD will provide an aide to assist with the initial transition of inclusion students into the STAR Preschool Program, with the aide service fading out over time to facilitate the child's independence, as agreed upon by WPUSD and STAR personnel as appropriate for each inclusion child.
- 20 Due to California Social Services restrictions, WPUSD will not plan activities in STAR Galaxy or preschool designated STAR classrooms on each school site one hour before and after program start and end times. WPUSD will not plan activities in the STAR Nova space during time designated for the STAR NOVA classes without identifying a temporary alternative well in advance of any schedule or location change.
- 21 STAR will leave classrooms and all site space utilized by STAR in clean and neat condition at the end of each day's program. All STAR supplies and equipment will be safely and properly stored away at the end of each day by STAR staff. STAR agrees to ensure that the classrooms that are allocated for the program are left in the same condition or in better condition than they were left in prior to the beginning of daily programming.
- 22 A representative of STAR will be given access and keys to the building and building alarm procedures for space used during "off hours" to facilitate any STAR related work that must be completed.
- 23 All STAR staff are qualified by the requirements of California Social Services regulations for Preschool teachers and school age teachers.
- 24 STAR and WPUSD agree that neither party will interview or hire teachers or assistants that are currently employed by either STAR or WPUSD without first consulting with the other party.
- 25 STAR will provide WPUSD with a certificate of insurance with endorsement naming Western Placer Unified School District as an additional insured to cover \$1,000,000 of general liability insurance.
- 26 STAR reserves the exclusive right to determine the investment made in the WPUSD facility for the purpose of after school programming; however, the intention of STAR is to procure materials, furniture, and equipment and to create space for an after-school enrichment area and/or activity and study rooms that meets the needs of the STAR after school program.
- 27 All STAR employees will be required to undergo background checks to include livescans and tuberculosis tests to ensure that they are eligible to work with the children that will be in their care. This is a function that will be the responsibility of STAR to facilitate and maintain. Records of background checks will be made available to WPUSD administration upon request.
- 28 STAR will be responsible for all accounting functions associated with this program including determining the FTE of scholarship and non-scholarship students, billing students and collecting fees from students or their parents/guardians. WPUSD teachers and staff will not assist in collecting unpaid fees.
- 29 During the time that is covered by this agreement, WPUSD agrees not to bring into any school site which currently offers the STAR program another after-school program that would compete with any part of STAR to provide a balanced after school program. District programs that are offered by WPUSD are exempt from this restriction.
- 30 STAR will hold a Summer Camp program on one district assigned campus and will require additional classrooms, which will be requested through WPUSD facility request forms.
 - a STAR personnel will be able to set-up in classrooms the Friday before the start of summer camp beginning at 3:15pm.

b If there are any teachers that are still closing down their classrooms STAR must be sensitive to the teachers needs to prepare their rooms for summer.

c Only magnets or magnetic clips will be used on all doors. No tape will be used on doors or carpets.

d STAR will offer camps to incoming Kindergarten through incoming 7th grade children.

e STAR will not use any district computers in the classrooms.

f STAR will not access teacher work rooms.

g STAR will only apply sunscreen outside the classrooms.

h STAR staff is responsible for taking all trash out and placing it by the trash compactor daily.

i WPUSD custodian(s) will be responsible for: cleaning and stocking student and staff restrooms daily, mopping the gym floor prior to 6:30am or after 5:30pm daily, and vacuuming and mopping classrooms used by STAR every other day.

j Summer camp will begin the first Monday following the last day of school and STAR will vacate the district assigned campus a minimum of two weeks prior to the start of school, allowing WPUSD custodial staff time to deep clean and prepare the classrooms used by STAR for the school year. The last two weeks of STAR summer camp will be held amongst the remaining STAR campuses.

31 STAR shall indemnify and hold WPUSD harmless from and against any judgment, loss, damage, liability, cost and expense incurred in connection with or arising from any claim, suit, action or proceeding against STAR and/or WPUSD to the extent the basis of such claim is (i) the willful or negligent act or omission of STAR in connection with this agreement or (ii) that a third party has been or may be injured or damaged in any way by any material breach by STAR of its duties, representations, or warranties under this agreement. WPSUD will be held responsible for any district negligence.

32 This is the entire agreement and any changes to this agreement must be in writing and approved by both STAR and WPUSD.

33 This agreement can be terminated by either party with 90 days' written notice.

34 This agreement shall be construed and enforced pursuant to the laws of the State of California. Any disputes arising out of this Agreement shall be brought in the courts of the State of California.

MEMORANDUM OF UNDERSTANDING

Between WPUSD & STAR

WPUSD

NAME:

Audrey Kelpatnick

POSITION:

Asst Supt of Business Svs and Operations

[Signature]

SIGNATURE

DATE:

4/13/16

STAR

NAME:

Joshua Mendonca

POSITION:

Regional Admin

[Signature]

SIGNATURE

DATE:

4/13/16

-----End-----

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

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



SUBJECT:

Consider Approval of 2016-2017
Western Placer Unified School District Calendar

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Gabe Simon, Ed.D. 
Assistant Superintendent of
Personnel Services and Scott Leaman, 
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

Yes

BACKGROUND:

A tentative agreement has been reached between WPUSD and WPTA on the portion of Article XV – Work Year 2016-2017 and it has been ratified by the WPTA membership. This portion of the calendar was Board approved on March 1, 2016. The attached calendar has been updated to include early release Mondays and also aligns with the previously approved Memorandum of Understanding between WPUSD and WPTA.

RECOMMENDATION:

Administration recommends that the Board of Trustees approve 2016-2017 District calendar that accompanies this fact sheet.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

2016-2017 Student/Teacher Calendar

DATES TO REMEMBER:

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

August 17, 2016
June 2, 2017

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

August 15, 2016
August 16, 2016
October 10, 2016

SCHOOL NOT IN SESSION:

Independence Day	July 4th
Labor Day	September 5th
Veterans' Day	November 11th
Thanksgiving Break	November 21st - 25th
Winter Break	December 19th - January 2nd
Martin Luther King, Jr. Day	January 16th
President's Days	February 17th & 20th
Spring Break	April 10th - 14th
Memorial Day	May 29th

PUPIL DAYS

August = 11	February = 18
September = 21	March = 23
October = 20	April = 15
November = 16	May = 22
December = 12	June = 2
January = 20	

TOTAL PUPIL DAYS = 180**TOTAL TEACHER DAYS = 183**

- First Semester Ends - December 16, 2016
- Second Semester Ends - May 29, 2016

Non-School DayEarly Release Days:*(Early release time—see school schedules)*

Quarter One: Oct. 11th -14th
 Quarter Two/Semester One: Dec. 13th - 16th
 Quarter Three: March 14th -17th
 Quarter Four/Semester Two: May 30th - June 2nd

District Staff Development Day (no students)*Adopted: Draft*

JULY 2016				
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 2016				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
SEPTEMBER 2016				
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 2016				
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 2016				
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 2016				
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

JANUARY 2017				
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	31			
FEBRUARY 2017				
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			
MARCH 2017				
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	30	31
APRIL 2017				
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
MAY 2017				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
JUNE 2017				
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
BOARD OF TRUSTEE MEETING FACT SHEET**

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

SUBJECT:

Assistant Superintendent Contracts

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

Many

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

Attached are the newly negotiated contracts for all district assistant superintendents.

RECOMMENDATION:

Approve the contracts.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT OF
DISTRICT ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES**

The following is an Agreement between the Western Placer Unified School District Board of trustees, hereinafter referred to as "Board," and Audrey Kilpatrick, hereinafter referred to as "Assistant Superintendent."

1. Term and Termination:

Pursuant to California Education Code 35031, the Governing Board hereby continues the employment of the Assistant Superintendent for a period commencing April 19, 2016 and ending on June 30, 2019 unless otherwise terminated or extended. The provisions of this Agreement shall become effective on April 19, 2016.

In the event the Board determines the Assistant Superintendent is not to be reemployed upon expiration of this Agreement, she shall be given written notice thereof by the Board at least forty-five (45) days in advance of the expiration of the term of this Agreement.

2. Salary:

The Assistant Superintendent's base salary shall be paid according to the Board adopted Assistant Superintendent salary schedule. The Assistant Superintendent will continue on Step 5 (five) of the Assistant Superintendent Salary Schedule for the 2015-16 school year beginning at the date specified in paragraph one of this agreement.

The opportunity for the Assistant Superintendent to negotiate other benefits and conditions of this Agreement remain open during the life of the remaining Agreement.

3. Duties:

The Assistant Superintendent shall serve as the Assistant Superintendent of Business and Operations of the Western Placer Unified School District. The Assistant Superintendent shall do and perform all services, acts, or things necessary or advisable to manage and conduct the District in this capacity, subject at all times to applicable state and federal laws and the policies set by District's Governing Board, and subject to the consent of the Board when required by the terms of this Agreement or by Board Ordinances, Policies, Rules, or direction, or by applicable law. The specific job duties, services, obligations and expectations are described in the job description for the position of Assistant Superintendent of Business and Operations which is incorporated fully herein.

4. Health and Welfare:

The Assistant Superintendent shall be provided the same health and welfare benefits and disability insurance coverage as employees placed on the certificated management salary schedule.

5. Reimbursement of Personal Expenses:

The District shall promptly reimburse the Assistant Superintendent for all reasonable personal expenses incurred in connection with District. Each such expenditure shall be reimbursable only if the Assistant Superintendent furnishes to the District adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses, include, but are not limited to, the expenses incurred in the attendance of regional, state or national conferences, seminars, hearings, or meetings which are to the benefit and welfare of the District.

6. Membership and Dues:

The District shall pay membership for the state and local chapters of the Association of California School Administrators and an individual membership to the California Association of School Business Officials, if requested by the Assistant Superintendent.

7. Charter Technical Assistance

As part of the Assistant Superintendent's duties, she shall receive additional compensation for charter technical assistance in the amount of \$6,000 annually. This compensation will be included in monthly pay, and will be implemented retroactively to January 1, 2016.

8. Life Insurance and Salary Protection Plan:

The District shall pay for the life insurance and salary protection plan provided to certificated management employees.

9. Transportation:

The Assistant Superintendent shall be paid for use of her private vehicle in the amount of three-hundred fifty dollars (\$350.00) per month.

10. Vacation:

The Assistant Superintendent shall render twelve (12) months of full and regular services to District during each annual period covered by this Agreement, except that she shall be entitled to twenty-two (22) working days annual vacation with pay, and in addition, will receive holidays defined in Education Code §37220. In the event of termination of this Agreement, the Assistant Superintendent shall be entitled to full compensation for unused vacation at the salary rate effective during the school year in which the vacation credit was earned. In no case may more than thirty-five (35) days of vacation be accrued under this contract.

11. Sick Leave:

The Assistant Superintendent shall be entitled to twelve (12) working days of sick leave each current contract year cumulative indefinitely.

12. Retirement Benefits

The Assistant Superintendent shall receive the same retirement benefits as district certificated managers.

13. Longevity

The Assistant Superintendent shall receive the same longevity increases afforded certificated managers.

14. Evaluation:

The Superintendent shall annually evaluate the performance of the Assistant Superintendent. This evaluation shall be based on the job description incorporated herein and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in District policies. The evaluation shall include areas of strength and improvement. Areas for improvement will include specific written recommendations.

15. Termination:

This Agreement shall terminate upon the happening of any of the following events:

- (a) Whenever the Assistant Superintendent and District shall mutually agree to termination in writing;
- (b) Upon the death of Assistant Superintendent or permanent incapacity to perform the duties of this office; or
- (c) Upon the grounds of cause for dismissal of a classified employee set forth in California Education Code and the District's Administrative Regulation 4218. Assistant Superintendent shall be provided written notice of the charges against her and shall have the right to a closed session meeting with the Board where she shall have the opportunity to respond to the charges with representation by counsel at her expense and the right to present any witnesses relevant to the alleged grounds for termination. This meeting shall be the Assistant Superintendent's exclusive right to any hearing required by law.

16. Early Termination:

Regardless of the term of this Agreement and pursuant to the requirements of Government Code Sections 53260 and 54261, it is hereby agreed that the Board, unilaterally and without cause, may terminate this Agreement and the Assistant Superintendent's status as an employee of the District. In consideration of the Board's right to terminate the Agreement without cause, the District shall pay to the Assistant Superintendent the then current salary for the remainder of the term of this Agreement, or for up to twelve (12) months (see Government Code 53260(a) and 53261) following the effective date of termination, whichever is less. If the Board chooses to terminate the Assistant Superintendent as outlined in this paragraph, health and welfare benefits described in paragraph 4 shall remain in effect for the term of the agreement, not to exceed twelve (12) months.

In accordance with Government Code section 53243 et seq., any cash settlement related to Assistant Superintendent's termination paid by the District, any District payments received by the Assistant Superintendent for paid leave with salary pending an investigation, or District funds provided for the Assistant Superintendent's legal criminal defense (if any) shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of her office or position.

17. Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Assistant Superintendent by the District and contains all of the covenants and Agreements between the parties with respect to that employment in any manner whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

18. Modifications:

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

19. Severability:

The provisions of this Agreement are divisible; if any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

20. Law Governing Agreement:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Scott Leaman, Superintendent

Date

Audrey Kilpatrick

Date

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT OF
DISTRICT ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES**

The following is an Agreement between the Western Placer Unified School District Board of trustees, hereinafter referred to as "Board," and Kerry Callahan, hereinafter referred to as "Assistant Superintendent."

1. Term and Termination:

Pursuant to California Education Code 35031, the Governing Board hereby continues the employment of the Assistant Superintendent for a period commencing April 19, 2016 and ending on June 30, 2019 unless otherwise terminated or extended. The provisions of this Agreement shall become effective on April 19, 2016.

In the event the Board determines the Assistant Superintendent is not to be reemployed upon expiration of this Agreement, she shall be given written notice thereof by the Board at least forty-five (45) days in advance of the expiration of the term of this Agreement.

2. Salary:

The Assistant Superintendent's base salary shall be paid according to the Board adopted Assistant Superintendent salary schedule. The Assistant Superintendent will continue on Step 4 (four) of the Assistant Superintendent Salary Schedule for the 2015-16 school year beginning at the date specified in paragraph one of this agreement.

The opportunity for the Assistant Superintendent to negotiate other benefits and conditions of this Agreement remain open during the life of the remaining Agreement.

3. Duties:

The Assistant Superintendent shall serve as the Assistant Superintendent of Educational Services of the Western Placer Unified School District. The Assistant Superintendent shall do and perform all services, acts, or things necessary or advisable to manage and conduct the District in this capacity, subject at all times to applicable state and federal laws and the policies set by District's Governing Board, and subject to the consent of the Board when required by the terms of this Agreement or by Board Ordinances, Policies, Rules, or direction, or by applicable law. The specific job duties, services, obligations and expectations are described in the job description for the position of Assistant Superintendent of Business and Operations which is incorporated fully herein.

4. Health and Welfare:

The Assistant Superintendent shall be provided the same health and welfare benefits and disability insurance coverage as employees placed on the certificated management salary schedule.

5. Reimbursement of Personal Expenses:

The District shall promptly reimburse the Assistant Superintendent for all reasonable personal expenses incurred in connection with District. Each such expenditure shall be reimbursable only if the Assistant Superintendent furnishes to the District adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses, include, but are not limited to, the expenses incurred in the attendance of regional, state or national conferences, seminars, hearings, or meetings which are to the benefit and welfare of the District.

6. Membership and Dues:

The District shall pay membership for the state and local chapters of the Association of California School Administrators.

7. Charter Technical Assistance

As part of the Assistant Superintendent's duties, she shall receive additional compensation for charter technical assistance in the amount of \$6,000 annually. This compensation will be included in monthly pay, and will be implemented retroactively to January 1, 2016.

8. Life Insurance and Salary Protection Plan:

The District shall pay for the life insurance and salary protection plan provided to certificated management employees.

9. Transportation:

The Assistant Superintendent shall be paid for use of her private vehicle in the amount of three-hundred fifty dollars (\$350.00) per month.

10. Vacation:

The Assistant Superintendent shall render twelve (12) months of full and regular services to District during each annual period covered by this Agreement, except that she shall be entitled to twenty-two (22) working days annual vacation with pay, and in addition, will receive holidays defined in Education Code §37220. In the event of termination of this Agreement, the Assistant Superintendent shall be entitled to full compensation for unused vacation at the salary rate effective during the school year in which the vacation credit was earned. In no case may more than thirty-five (35) days of vacation be accrued under this contract.

11. Sick Leave:

The Assistant Superintendent shall be entitled to twelve (12) working days of sick leave each current contract year cumulative indefinitely.

12. Retirement Benefits

The Assistant Superintendent shall receive the same retirement benefits as district certificated managers.

13. Longevity

The Assistant Superintendent shall receive the same longevity increases afforded certificated managers.

14. Evaluation:

The Superintendent shall annually evaluate the performance of the Assistant Superintendent. This evaluation shall be based on the job description incorporated herein and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in District policies. The evaluation shall include areas of strength and improvement. Areas for improvement will include specific written recommendations.

15. Termination:

This Agreement shall terminate upon the happening of any of the following events:

- (a) Whenever the Assistant Superintendent and District shall mutually agree to termination in writing;
- (b) Upon the death of Assistant Superintendent or permanent incapacity to perform the duties of this office; or
- (c) Upon the grounds of cause for dismissal of a classified employee set forth in California Education Code and the District's Administrative Regulation 4218. Assistant Superintendent shall be provided written notice of the charges against her and shall have the right to a closed session meeting with the Board where he shall have the opportunity to respond to the charges with representation by counsel at her expense and the right to present any witnesses relevant to the alleged grounds for termination. This meeting shall be the Assistant Superintendent's exclusive right to any hearing required by law.

16. Early Termination:

Regardless of the term of this Agreement and pursuant to the requirements of Government Code Sections 53260 and 54261, it is hereby agreed that the Board, unilaterally and without cause, may terminate this Agreement and the Assistant Superintendent's status as an employee of the District. In consideration of the Board's right to terminate the Agreement without cause, the District shall pay to the Assistant Superintendent the then current salary for the remainder of the term of this Agreement, or for up to twelve (12) months (see Government Code 53260(a) and 53261) following the effective date of termination, whichever is less. If the Board chooses to terminate the Assistant Superintendent as outlined in this paragraph, health and welfare benefits described in paragraph 4 shall remain in effect for the term of the agreement, not to exceed twelve (12) months.

In accordance with Government Code section 53243 et seq., any cash settlement related to Assistant

Superintendent's termination paid by the District, any District payments received by the Assistant Superintendent for paid leave with salary pending an investigation, or District funds provided for the Assistant Superintendent's legal criminal defense (if any) shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of her office or position.

17. Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Assistant Superintendent by the District and contains all of the covenants and Agreements between the parties with respect to that employment in any manner whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

18. Modifications:

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

19. Severability:

The provisions of this Agreement are divisible; if any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

20. Law Govering Agreement:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Scott Leaman, Superintendent

Date

Kerry Callahan

Date

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT OF
DISTRICT ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES**

The following is an Agreement between the Western Placer Unified School District Board of trustees, hereinafter referred to as "Board," and Gabe Simon, hereinafter referred to as "Assistant Superintendent."

1. Term and Termination:

Pursuant to California Education Code 35031, the Governing Board hereby continues the employment of the Assistant Superintendent for a period commencing April 19, 2016 and ending on June 30, 2019 unless otherwise terminated or extended. The provisions of this Agreement shall become effective on April 19, 2016.

In the event the Board determines the Assistant Superintendent is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the Board at least forty-five (45) days in advance of the expiration of the term of this Agreement.

2. Salary:

The Assistant Superintendent's base salary shall be paid according to the Board adopted Assistant Superintendent salary schedule. The Assistant Superintendent will continue on Step 4 (four) of the Assistant Superintendent Salary Schedule for the 2015-16 school year beginning at the date specified in paragraph one of this agreement.

The opportunity for the Assistant Superintendent to negotiate other benefits and conditions of this Agreement remain open during the life of the remaining Agreement.

3. Duties:

The Assistant Superintendent shall serve as the Assistant Superintendent of Personnel Services of the Western Placer Unified School District. The Assistant Superintendent shall do and perform all services, acts, or things necessary or advisable to manage and conduct the District in this capacity, subject at all times to applicable state and federal laws and the policies set by District's Governing Board, and subject to the consent of the Board when required by the terms of this Agreement or by Board Ordinances, Policies, Rules, or direction, or by applicable law. The specific job duties, services, obligations and expectations are described in the job description for the position of Assistant Superintendent of Business and Operations which is incorporated fully herein.

4. Health and Welfare:

The Assistant Superintendent shall be provided the same health and welfare benefits and disability insurance coverage as employees placed on the certificated management salary schedule.

5. Reimbursement of Personal Expenses:

The District shall promptly reimburse the Assistant Superintendent for all reasonable

personal expenses incurred in connection with District. Each such expenditure shall be reimbursable only if the Assistant Superintendent furnishes to the District adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses, include, but are not limited to, the expenses incurred in the attendance of regional, state or national conferences, seminars, hearings, or meetings which are to the benefit and welfare of the District.

6. Membership and Dues:

The District shall pay membership for the state and local chapters of the Association of California School Administrators.

7. Charter Technical Assistance

As part of the Assistant Superintendent's duties, he shall receive additional compensation for charter technical assistance in the amount of \$6,000 annually. This compensation will be included in monthly pay, and will be implemented retroactively to January 1, 2016.

8. Life Insurance and Salary Protection Plan:

The District shall pay for the life insurance and salary protection plan provided to certificated management employees.

9. Transportation:

The Assistant Superintendent shall be paid for use of her private vehicle in the amount of three-hundred fifty dollars (\$350.00) per month.

10. Vacation:

The Assistant Superintendent shall render twelve (12) months of full and regular services to District during each annual period covered by this Agreement, except that he shall be entitled to twenty-two (22) working days annual vacation with pay, and in addition, will receive holidays defined in Education Code §37220. In the event of termination of this Agreement, the Assistant Superintendent shall be entitled to full compensation for unused vacation at the salary rate effective during the school year in which the vacation credit was earned. In no case may more than thirty-five (35) days of vacation be accrued under this contract.

11. Sick Leave:

The Assistant Superintendent shall be entitled to twelve (12) working days of sick leave each current contract year cumulative indefinitely.

12. Retirement Benefits

The Assistant Superintendent shall receive the same retirement benefits as district certificated managers.

13. Longevity

The Assistant Superintendent shall receive the same longevity increases afforded certificated managers.

14. Evaluation:

The Superintendent shall annually evaluate the performance of the Assistant Superintendent. This evaluation shall be based on the job description incorporated herein and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in District policies. The evaluation shall include areas of strength and improvement. Areas for improvement will include specific written recommendations.

15. Termination:

This Agreement shall terminate upon the happening of any of the following events:

- (a) Whenever the Assistant Superintendent and District shall mutually agree to termination in writing;
- (b) Upon the death of Assistant Superintendent or permanent incapacity to perform the duties of this office; or
- (c) Upon the grounds of cause for dismissal of a classified employee set forth in California Education Code and the District's Administrative Regulation 4218. Assistant Superintendent shall be provided written notice of the charges against her and shall have the right to a closed session meeting with the Board where he shall have the opportunity to respond to the charges with representation by counsel at her expense and the right to present any witnesses relevant to the alleged grounds for termination. This meeting shall be the Assistant Superintendent's exclusive right to any hearing required by law.

16. Early Termination:

Regardless of the term of this Agreement and pursuant to the requirements of Government Code Sections 53260 and 54261, it is hereby agreed that the Board, unilaterally and without cause, may terminate this Agreement and the Assistant Superintendent's status as an employee of the District. In consideration of the Board's right to terminate the Agreement without cause, the District shall pay to the Assistant Superintendent the then current salary for the remainder of the term of this Agreement, or for up to twelve (12) months (see Government Code 53260(a) and 53261) following the effective date of termination, whichever is less. If the Board chooses to terminate the Assistant Superintendent as outlined in this paragraph, health and welfare benefits described in paragraph 4 shall remain in effect for the term of the agreement, not to exceed twelve (12) months.

In accordance with Government Code section 53243 et seq., any cash settlement related to Assistant Superintendent's termination paid by the District, any District payments received by the Assistant Superintendent for paid leave with salary pending an investigation, or District funds provided for the

Assistant Superintendent's legal criminal defense (if any) shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of her office or position.

17. Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Assistant Superintendent by the District and contains all of the covenants and Agreements between the parties with respect to that employment in any manner whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

18. Modifications:

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

19. Severability:

The provisions of this Agreement are divisible; if any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

20. Law Governing Agreement:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Scott Leaman, Superintendent

Date

Gabe Simon

Date

**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 Adjustment to Salary
For the District's Certificated Management Employees
& Assistant Superintendents

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent 

ENCLOSURES:

Revised Salary Schedules for:
Certificated Management Employees
& Assistant Superintendents

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

In light of the Tentative Agreements with CSEA and WPTA effecting salary for other classified and certificated employees of the District which included an increase in salaries of 4% applied to the various salary schedules, retroactive to January 1, 2016, the District administration is recommending that the same 4% increase, retroactive to January 1, 2016, be applied to the positions which are listed on the Certificated Management and Assistant Superintendent salary schedules. The District is also recommending approval of the Charter Technical Assistance stipend scale. Copies of the proposed revised schedules are included. The total estimated cost of the salary increase for these two employee groups is approximately \$63,408 to the unrestricted general fund for the 2015-2016 school year.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the 4% salary increases and stipends, retroactive to January 1, 2016, for the three groups described above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Certificated Management
2015-2016 Salary Schedule

Position Classification	Duty Days	Car Allowance	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
District Psychologist	192	200.00	69,414	74,601	79,788	84,976	90,164
Mental Health Specialist	192	200.00	69,414	74,601	79,788	84,976	90,164
**Program Support Specialist Interventions	210	125.00	77,067	79,380	81,763	84,214	86,736
Special Education Program Spec.	204	200.00	85,386	87,953	90,496	93,032	95,593
Elementary Asst. Principal	204	75.00	86,940	89,548	92,234	95,003	97,853
Preschool Program Coordinator	195	75.00	83,103	85,598	88,165	90,812	93,536
Middle School Asst. Principal	204	75.00	89,605	92,384	95,165	97,942	100,722
Director of Spec. Education	220	200.00	105,808	108,895	112,160	115,524	118,991
Elementary Principal	210	100.00	97,472	100,486	103,501	106,520	109,539
High School Asst. Principal	210	200.00	97,749	100,751	103,785	106,816	109,843
Middle School Principal	210	100.00	100,842	103,938	107,069	110,197	113,317
Continuation High School Principal	210	200.00	97,947	100,955	103,995	107,034	110,064
Director of Human Services	220	200.00	104,784	108,022	111,251	114,477	117,714
High School Principal	220	200.00	112,170	115,638	119,094	122,547	126,014
Director of Educational Services	220	200.00	100,769	103,709	106,818	110,024	113,326
Director of Supplemental Programs & Accountability	220	200.00	100,769	103,709	106,818	110,024	113,326

District paid life insurance (\$8.33) - MA Stipend - \$1,320 - District paid ACSA dues. Retiree benefits as stipulated at Board of Trustee's meeting, March 7, 2000 (after 10 yrs. of service w/WPUSD, entitled to \$3,600 per year for 5 years) or Board of Trustee's meeting January 15, 2008 after 15 years (those offered in the agreement between the district and WPTA at Section XIV, E.2

Longevity - Based on administrative years of service in the WPUSD

5 years in administration 2.5% added to base salary

10 years in administration 3.0% added to base salary

15 years in administration 3.5% added to base salary

20 years in administration 4.0% added to base salary

1/2% Every 5 years After

Revised 6/19/01 - K-5 5%, 6-12 3%, Directors 3.87% added to 2000-01 schedule, effective 7/1/01

Revised 10/21/03 - .5% added to 2001-02 schedule, effective 7/1/02

Revised 10/21/03 - 2% added to 2002-03 schedule, effective 7/1/03

Revised 7/1/04 - Reclass Middle School Principal, Elementary School Principal, High School Principal

1.5% added to 2003-04 schedule, effective 7/1/04 for remainder positions on salary schedule

Revised 6/20/06 - 9% added to 2004-05 schedule for all positions except Elementary Asst. Principal (6%) and Director of Special Ed. (Reclassified)

Revised 7/1/07 - 4% added to 2006/2007 schedule for all positions except H.S. Assist. Princ. (4.35%)

Revised 8/1/09 - 3% added to 2007/2008 schedule effective 7/1/09 for Sp. Ed. Program Spec. & Dir., Human Ser.;

4.75% for District Psychologist; 5.41% for Elem. Assist. Princ. & Elem. Princ.; 6% for Prog. Sup. Spec.;

6.43% for Mid. Sch. Princ.; 7.42% for H.S. Assist. Princ.; 8% for Dir. Sp. Ed., Mid. Sch. Princ.,

Continuation H.S. Princ. & H.S. Princ. Also Changed H.S. Principal days from 222 to 220

Revised 7/1/11 - Salary Schedule reflects 4 furlough days

Revised 7/1/12 - Salary Schedule reflects 8 furlough days

Revised 7/1/13 - Salary Schedule reflects 4 furlough days

Revised 7/1/14 - 5% added to 2014-2015 schedule for Director of Special Ed.

Revised 7/1/15 - Salary Schedule reflects 3.75% increase w/retro back to March 1, 2015

Revised Duty Days (Program Specialist, Special Ed) from 207 to 204, effective July 1, 2015

Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016

**Contingent Upon Continuing Grant Funding

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Full Time Assistant Superintendent Positions
2015-2016 Salary Schedule

Position Classification	Duty Days	Car Allowance	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Assistant Superintendent of Business Services	260	350	125,400	128,616	131,914	135,295	138,764
Assistant Superintendent of Personnel Services	260	350	125,400	128,616	131,914	135,295	138,764
Assistant Superintendent of Educational Services	260	350	125,400	128,616	131,914	135,295	138,764
MA Stipend - \$1,320							

Notation: Salary advancement is with the recommendation of the Superintendent and with the approval of the Board of Trustees.

Revised 7/1/11 - Salary Schedule reflects 4 furlough days

Revised 7/1/12 - Salary Schedule reflects 8 furlough days

Revised 7/1/13 - Salary Schedule reflects 4 furlough days

Revised 7/1/15 - Salary Schedule reflects 3.75% increase w/retro back to March 1, 2015

Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016

Asst/SupSalSch
4/19/2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Charter Technical Assistance Stipend
2015-2016 Salary Schedule

Position Classification	STEP 1
District Superintendent	6,000
Assistant Superintendent of Business Services	6,000
Assistant Superintendent of Personnel Services	6,000
Assistant Superintendent of Educational Services	6,000

Revised 4/19/16 - Salary Schedule reflects annual stipend w/retro back to January 1, 2016

SuptAsst/Sup CharterStipendSalSch
4/19/2016

**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 Adjustment to Salary
For the District's Classified Management Employees,
Senior Management of the Classified Employees,
Classified/Confidential Employees & Grant Funded
After School Program Employees

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Gabe Simon, Ed.D.
Assistant Superintendent of
Personnel Services

GS

ENCLOSURES:

Revised Salary Schedules for:
Classified Management Employees,
Senior Management of the Classified
Employees, Classified/Confidential
Employees & Grant Funded After School
Program Employees

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

In light of the Tentative Agreements with CSEA and WPTA effecting salary for other classified and certificated employees of the District which included an increase in salaries of 4% applied to the various salary schedules, retroactive to January 1, 2016, the District administration is recommending that the same 4% increase, retroactive to January 1, 2016, be applied to the positions which are listed on the Classified Management, Senior Management of the Classified, Classified/Confidential and Grant Funded After School Program salary schedules. Copies of the proposed revised schedules are included. The total estimated cost of the salary increase for these four employee groups is approximately \$27,000 to the unrestricted general fund for the 2015-2016 school year.

RECOMMENDATION:

Administration recommends the Board of Trustees approve 4% salary increases, retroactive to January 1, 2016, for the four groups described above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Classified Management Positions
2015-2016 Salary Schedule

Classified Management position designation excludes the employees serving in such positions from overtime provisions. The duties, flexibility of hours, salary and authority of such positions set them apart from those positions, which are subject to overtime provisions. Said management positions shall not be unreasonably discriminated against as a result of the overtime provisions.

Such management employees working 12 months shall be eligible for vacation as follows: 0/4 Yrs. - 10 Days, 5/10 Yrs. - 15 Days, 11/14 Yrs. - 16 Days, 15 Yrs. Plus - 20 Days

Position Classification	CONTRACT DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Director of Business Services \$100/Mo Car Allowance	260	89,981	95,534	101,084	106,638	112,187
Occupational Therapist \$200/Mo Car Allowance	200	69,672	73,146	76,795	80,624	84,647
Behavior Analyst \$200/Mo Car Allowance	200	77,334	81,190	85,239	89,490	93,954
Food Service Director	260	67,846	71,964	76,079	80,199	86,666
Transportation Director	260	67,846	71,964	79,079	80,200	86,666
Director of Facilities \$300/Mo Car Allowance	260	89,981	95,534	101,084	106,638	112,187
Facilities Coordinator \$200/Mo Car Allowance	260	60,576	63,597	66,769	70,098	73,571
*After School Coordinator	210	39,137	41,198	43,365	45,647	48,050
*Transition Specialist (Based on TTP Grant budget)	200					39,264
*Workability 1 Site Coord. (Based on Workability 1 Grant Budget)	210					37,251

Longevity increments are 5% salary increase for 10 yrs. and 5% for each additional 5 yrs. of completed service
All Salaries Based on 8 Hour Days

Retiree Benefits: \$3,600 for 3 or 5 years

District paid life insurance (\$8.33) and salary protection plan (\$9.66)

Revised 7/1/07 - 4% added to 2006/2007 schedule for all positions except Trans. Dir & Food Serv. Dir. (5%)
0% added to 2007 - 2008

Revised 8/1/09 - 3% added to 2008- 2009 schedule effective 7/1/09 for Dir. Site Dev, Dir. of Technology,
After School Coordinator, Workability, 6.9% for Dir. of Bus, 8% for Dir. of Maint & Operations,
Food Service Dir, OT, Transportation Director

Revised 7/1/11 - 2011-2012 Salary Schedule reflects 4 furlough days

Revised 7/1/12 - 2012-2013 Salary Schedule reflects 8 furlough days

Revised 7/1/13 - 2013-2014 Salary Schedule reflects 4 furlough days

Effective 7/1/14 - 5% added to the 2014-2015 salary schedule and elimination of Employer paid PERS

Effective 7/1/15 - 3.75% added to the 2015-2016 Salary Schedule, retro to 3/1/15

Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016

*Contingent Upon Continuing Grant Funding

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Senior Management Positions
2015-2016 Salary Schedule

Senior Management position designation excludes the employees serving in such positions from overtime provisions. The duties, flexibility of hours, salary and authority of such positions set them apart from those positions which are subject to overtime provisions. Said management positions shall not be unreasonably discriminated against as a result of the overtime provisions.

Position Classification	CONTRACT DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Director of Technology \$250/Mo Car Allowance	260	110,306				
Director of Maintenance & Operations \$250/Mo Car Allowance	260	99,666				

Longevity increments are 5% salary increase for 10 yrs. and 5% for each additional 5 yrs. of completed service

All Salaries Based on 8 Hour Days

Retiree Benefits: \$3,600 for 3 or 5 years

District paid life insurance (\$8.33) and salary protection plan (\$9.66)

Revised 7/1/11 - Salary Schedule reflects 4 furlough days

Revised 7/1/12 - Salary Schedule reflects 8 furlough days

Revised 7/1/13 - Salary Schedule reflects 4 furlough days

Effective 7/1/14 - added 5% to the 2014-2015 Salary Schedule

Effective 7/1/15 - added 3.75% to the 2015-2016 Salary Schedule, retro to 3/1/15

Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016

senmgt
4/19/2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Classified Confidential Positions
2015 - 2016 School Year

Confidential employees shall be eligible for the following as per Education Code 45128:

The Board shall provide for compensation or compensatory time off at a rate at least equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime.

Such confidential employees shall be eligible for vacation as determined by the schedule adopted 7/1/01.

Position Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Budget Technician	59,716.80 28.71	62,712.00 30.15	65,825.91 31.65	69,139.20 33.24	72,581.31 34.89
Secretary to the Superintendent	52,124.80 25.06	54,704.00 26.30	57,454.59 27.62	60,340.80 29.01	63,334.71 30.45
Pers. Accounting Technician	48,836.40 23.48	51,292.80 24.66	53,830.40 25.88	56,492.80 27.16	59,339.82 28.53
Business/Personnel Administrative Asst.	48,836.40 23.48	51,292.80 24.66	53,830.40 25.88	56,492.80 27.16	59,339.82 28.53
Educational Services Administrative Asst.	48,836.40 23.48	51,292.80 24.66	53,830.40 25.88	56,492.80 27.16	59,339.82 28.53
Payroll/Benefits Technician	47,107.20 22.65	49,337.60 23.72	51,708.05 24.86	54,142.40 26.03	56,735.33 27.28
Acct. Technician II	41,991.23 20.19	44,100.89 21.20	46,300.32 22.26	48,634.41 23.38	51,022.40 24.53
Acct. Technician I	40,268.80 19.36	42,307.20 20.34	44,387.20 21.34	46,636.97 22.42	48,963.20 23.54

Notation: Longevity increments revised 3/16/99. Latest longevity increment to reflect 5% longevity at 10 years and all future 5 yr. increments

Reflects: District paid life insurance (\$8.33) and salary protection plan (\$9.66)

Retiree benefits as stipulated at Board of Trustee's meeting, 08/15/00. (\$3600 per year for 1 - 5 years)

Effective 7/1/09 Article VIII: Professional Growth in the CSEA contract will also apply to Confidential Employees

Revised 1/19/06 - 2% Employer Paid PERS effective 7/1/05

Revised 7/1/06 - 5% Employer Paid PERS and 3.08% added to 2005/2006 schedule

Revised 7/1/07 - 4% added to 2006/2007 schedule for all positions except for Payroll Tech. (4.5%)

0% added to 2007/2008 schedule

Revised 8/5/09 - 3% added to 2008/2009 schedule effective 7/1/09

Effective 7/1/11 - 2011-2012 Calendar reduced by 4 furlough days

Effective 7/1/12 - 2012-2013 Calendar reduced by 8 furlough days

Effective 7/1/13 - 2013-2014 Calendar reduced by 4 furlough days

Effective 7/1/14 - 5% added to the 2014-2015 salary schedule and elimination of Employer paid PERS

Effective 7/1/15 - 3.75% added to the 2015-2016 salary schedule, retro to 3/1/15 and \$1.12 per hour increase for 15-16 for Payroll/Benefits Technician.

Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
AFTER-SCHOOL SALARY SCHEDULE 2015 - 2016
GRANT FUNDED**

- 1 Grant Funded I.A, under 3 years of service
- 2 Grant Funded I.A, with 3 years of service
- 3 Program Facilitator
- 4 Lead Program Facilitator

RANGE	Step
	A
1	12.14
2	12.38
3	14.01
4	15.17

Effective 7/1/12 - 2012/13 Calendar reduced by 8 furlough days

Effective 7/1/13 - 2013/14 Calendar reduced by 2 furlough days

Effective 7/1/14 - 5% added to the 2014-2015 Salary Schedule

Effective 7/1/15 - 3.75 % added to the 2015-2016 Salary Schedule, retro to 3/1/15

Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016

**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:

Superintendent Contract

AGENDA ITEM AREA:

Information/Discussion/Action

REQUESTED BY:

Gabe Simon, Assistant Superintendent *GS*

ENCLOSURES:

Yes

DEPARTMENT:

District office

FINANCIAL INPUT/SOURCE:

Many

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

Attached is a revised contract for the District Superintendent.

RECOMMENDATION:

Approve the contract.

WESTERN PLACER UNIFIED SCHOOL DISTRICT AGREEMENT FOR EMPLOYMENT OF DISTRICT
SUPERINTENDENT

The following is an agreement between the Governing Board of the Western Placer Unified School District, hereinafter referred to as "Governing Board," and Scott Leaman, hereinafter referred to as "Superintendent."

1. **Term and Termination**

Pursuant to California Education Code section 35031, the Governing Board hereby employs the Superintendent, commencing on April 19, 2016 and ending on June 30, 2019 unless otherwise terminated or extended. In the event the Board determines the Superintendent is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the Board at least forty-five (45) days in advance of the expiration of the term of this Agreement.

2. **Salary**

The Board desires to provide Superintendent a competitive salary which is on par with the average salary paid to other superintendents of comparison group school districts in Placer County. Therefore, the Superintendent will be paid according to the Board adopted salary schedule.

The Superintendent shall be provided annual percentage increments in an amount equal to such increases as provided to other certificated employees, conditioned upon a satisfactory Governing Board evaluation as provided for in paragraph 12 below.

It is the Board's goal to provide stability and continuity in the operational and instructional programs of the District, and consistent with such goal, the Board agrees that the Superintendent shall be compensated for his longevity with the district. Longevity increases shall be in addition to any other compensation already included in this Agreement or otherwise approved by the Board. Superintendent shall receive a current longevity increase of five (5) percent (2% at year five and 1% for every five years thereafter.) to his salary effective July 1, 2014, with an increase of 1% to salary every five years thereafter ongoing. The opportunity for the Superintendent and the Board to negotiate other benefits and conditions of this Agreement remain open during the life of the remaining Agreement.

As part of the Superintendent's duties, he shall receive additional compensation for charter technical assistance in the amount of \$6,000 annually. This compensation will be included in monthly pay, and will be implemented retroactively to January 1, 2016.

3. **Duties**

The Superintendent shall serve as the Superintendent of the Western Placer Unified School District. The Superintendent shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of District in this capacity, subject at all times to

applicable state and federal laws, and the policies set by District's Governing Board, and subject to the consent of the Board when required by the terms of this Agreement or by Board Ordinances, Rules, or direction, or by applicable law.

The Superintendent shall be the executive officers of the Board and shall serve as Secretary of the Board. The Superintendent shall perform the duties of this office as prescribed by the law. All powers and duties which may lawfully be delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Such acts which may require ratification by the Board shall be referred to the Board at the earliest possible opportunity by the Superintendent.

The Superintendent shall have authority to organize, reorganize and arrange administrative and advisory staff which in his judgment best serves the District, subject to the approval of the Board. The administration of instruction and business affairs shall be lodged with the Superintendent and administered by him with the assistance of his staff. The responsibility for selection of personnel shall be vested in the Superintendent and his staff. The Board members, individually and collectively, shall channel criticisms, complaints and suggestions called to their attention, which in their collective or individual opinion may require action, to the Superintendent for study and recommendation.

4. **Health and Welfare**

The Superintendent shall be provided shall be provided the same health and welfare benefits as employees placed on the certificated management salary schedule.

The Superintendent shall be provided a long term disability income protection plan by a carrier to be selected by the District with coverage of \$5,000 per month for five (5) years with a sixty (60) day waiting period or as otherwise in accordance with the plan terms.

5. **Reimbursement of Business Expenses**

The District shall promptly reimburse the Superintendent for all reasonable business expenses incurred in connection with District business. Each such expenditure shall be reimbursable only if the Superintendent furnishes to the District adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses, include, but are not limited to, the expenses incurred in the attendance of regional, state or national conferences, seminars, hearings, or meetings which are devoted to matters that, in his judgment are to the benefit and welfare of the District.

6. **Membership and Dues**

The District shall pay reasonable membership fees for various professional organizations and service clubs related to the Superintendent's employment as reasonably determined by the

Superintendent which include, but are not limited to, the Association of California School Administrators, service clubs, and such other memberships.

7. **Life Insurance**

The District agrees to pay, on behalf of Superintendent, necessary premiums for a term-life insurance in the amount of one hundred thousand dollars (\$100,000) with the carrier selected by the District.

8. **Transportation**

The Superintendent shall be paid for use of his private vehicle in the amount of five hundred dollars (\$500) per month for travel within the greater Placer County area. Travel beyond one hundred (100) miles from the District office will be reimbursed at the then current IRS rate in accordance with District policies.

9. **Retirement**

Superintendent shall have the ability to retire from service with the District with the same retirement benefits and incentives offered to certificated employees pursuant to the agreement between District and Western Placer Teachers Association in affect at the time of his retirement.

10. **Vacation**

The Superintendent shall render twelve (12) months of full and regular services to District, during each annual period covered by this Agreement, except that he shall be entitled to twenty-four (24) working days annual vacation with pay, and in addition, will receive holidays defined in Education Code §37220. In the event of termination of this Agreement, the Superintendent shall be entitled to full compensation for unused vacation at the daily rate (annual compensation/225) effective during the school year in which the vacation credit was earned. In no case will more than thirty-five (35) days of unused vacation be paid at the expiration or termination of this contract.

11. **Sick Leave**

The Superintendent shall be entitled to twelve (12) working days of sick leave each current contract year cumulative indefinitely.

12. **Evaluation**

The Board shall annually evaluate the performance of the Superintendent and the working relationships between the Superintendent and the Governing Board no later than August 15 for the period ending June 30 of the previous year. This evaluation shall be based on the position description and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in District policies.

13. **Termination**

This Agreement shall terminate upon the happening of any of the following events:

- (a) Whenever the Superintendent and District shall mutually agree to termination in writing;
- (b) Upon the death of Superintendent or permanent incapacity to perform the duties of this office; or
- (c) Upon the grounds set forth in California Education Code permitting or requiring termination of a certificated employee.

14. **Early Termination**

Regardless of the term of this Agreement and pursuant to the requirements of Government Code sections 53260 and 54261, it is hereby agreed that the Board, unilaterally and without cause, may terminate this Agreement and the Superintendent's status as an employee of the District. In consideration of the Board's right to terminate the Agreement without cause, the District shall pay to the Superintendent then then current salary for the remainder of the term of this Agreement, or for eighteen (18) months (See Government Code 53260(a) and 53261) following the effective date of termination, whichever is less. If the Board chooses to terminate the Superintendent as outlined in this paragraph, health and welfare benefits described in paragraph 4 shall remain in effect for the term of the Agreement, not to exceed eighteen (18) months.

In accordance with Government Code section 53243 et seq., any cash settlement related to Superintendent's termination paid by the District, any District payments received by the Superintendent for paid leave with salary pending an investigation, or District funds provided for the Superintendent's legal criminal defense (if any) shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his office or position.

15. **Annual Physical Examination**

The Superintendent agrees to undergo a comprehensive medical examination annually during his employment with the District. Said examination shall be made by a licensed physician mutually approved by the Board and Superintendent. A comprehensive written report of such medical examination, together with a statement regarding the Superintendent's physical ability to perform his regular duties, shall be obtained from the physician and filed with the Board, which shall keep confidential the information therein. The costs of said medical examination and report shall be paid by the District.

16. **Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Superintendent by the District and contains all of the covenants and Agreements between the parties with respect to that employment in any manner whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

17. **Modifications**

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

18. **Severability**

The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

19. **Law Governing Agreement**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

President

Clerk

Scott Leaman

**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 Adjustment to Salary
For the District's Superintendent

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Gabe Simon, Ed.D., Assistant
Superintendent of Personnel Services



ENCLOSURES:

Revised Salary Schedule for:
Superintendent

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

In light of the Tentative Agreements with CSEA and WPTA effecting salary for other classified and certificated employees of the District which included an increase in salaries of 4% applied to the various salary schedules, retroactive to January 1, 2016, the District administration is recommending that the same 4% increase, retroactive to January 1, 2016, be applied to the position which is listed on the Superintendent salary schedule. The District is also recommending approval of the Charter Technical Assistance stipend scale. Copies of the proposed revised schedules are included. The total estimated cost of the salary increase for this employee group is approximately \$4,436 to the unrestricted general fund for the 2015-2016 school year.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the 4% salary increases and stipend, retroactive to January 1, 2016, for the employee classification described above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Full Time Superintendent Position
2015-2016 Salary Schedule

Position Classification	Duty Days	Car Allowance	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
District Superintendent	260	500	186,983				

Notation: Salary advancement is with the recommendation of the Superintendent and with the approval of the Board of Trustees.

Revised 7/1/11 - Salary Schedule reflects 4 furlough days

Revised 7/1/12 - Salary Schedule reflects 8 furlough days

Revised 7/1/13 - Salary Schedule reflects 4 furlough days

Revised 7/1/14 - Salary Increased & Longevity added

Revised 7/1/15 - Salary Schedule reflects 3.75% increase w/retro back to March 1, 2015

Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016

superintendent sal schedule
4/19/2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Charter Technical Assistance Stipend
2015-2016 Salary Schedule

Position Classification	STEP 1
District Superintendent	6,000
Assistant Superintendent of Business Services	6,000
Assistant Superintendent of Personnel Services	6,000
Assistant Superintendent of Educational Services	6,000

Revised 4/19/16 - Salary Schedule reflects annual stipend w/retro back to January 1, 2016

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

MISSION STATEMENT: The Western Placer Unified School District is committed to the pursuit of excellence in all of its endeavors.	
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.	
5. Promote student health and nutrition in order to enhance readiness for learning.	

SUBJECT:

Approve Resolution No. 15/16.19 Supporting
The Children's Education and Health Care
Protection Act
(Proposition 30)

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

Yes

BACKGROUND:

The Board of Trustees has requested to approve a Resolution in support of the Children's Education and Health Care Protection Act, which is Proposition 30.

RECOMMENDATION:

Approve Resolution No. 15/16.19, supporting the Children's Education and Health Care Protection Act, Proposition 30.

rk/wpfiles/factform/Resolution

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 15/16.19

THE CHILDREN'S EDUCATION AND HEALTH CARE PROTECTION ACT OF 2016

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above entitled district at a regular meeting held on the 19th day of April 2016, by roll call vote.

WHEREAS, Prop. 30, passed in 2012, helped public education recover some of the funds it lost during the recession by allowing districts to hire more teachers, faculty and education support professionals; brought additional books and supplies directly to the classroom; re-opened school libraries; and improved student access to community college courses, while at the same time helped to stabilize California's budget.

WHEREAS, California continues to lag far behind the rest of the country in education funding, ranking 46th in per-student spending. Governor Brown's 2016-17 budget forecasts show that unless we extend the tax on the wealthiest Californians, our schools and colleges will come up nearly \$5 billion short in the first year, and the state budget will face nearly \$3 billion deficit.

WHEREAS, our student cannot afford another round of drastic cuts that could potentially mean \$5 billion less each year for lowering class sizes, providing a well-rounded education, supporting professional development, keeping school libraries open, and ensuring students have access to higher education.

WHEREAS, if Californian's Education and Health Care Protection Act is now a new tax, but temporarily extends the income tax rates already in place on the wealthiest Californians and only affects the top 2% of earners in the state. The tax increases will automatically expire after 12 years.

WHEREAS, the measure is expected to raise \$8-11 billion a year that will go directly into a special fund that supports K-12 education and community colleges. By helping the state maintain and fund critical resources for public education, the measure also provided funding for other essential services like health care for low-income children and seniors. Up to \$2 billion a year will go to health care for low-income children and their families.

WHEREAS, like Prop. 30, this measure includes strict accountability provisions and will not permit any of the funds to go towards bureaucracy or administrative costs. The funds will be used to help students by reducing class sizes, updating textbooks, hiring new teachers and keeping tuition costs from skyrocketing. The money is also subject to audits by the State Controller.

BE IT FURTHER RESOLVED, that the Western Placer Unified School District Board of Trustees; strongly supports the Children's Education and Health Care Protection Act of 2016, as a balanced and responsible solution that continues the much needed investment in public education and other vital services our community want and deserves.

THE FOREGOING RESOLUTION WAS DULY PASSED BY THE Governing Board of the Western Placer Unified School District on the 19th of April 2016.

AYES:

NOES:

ABSENT:

**Damian Armitage,
Board of Trustees, President
Western Placer Unified School District**

ATTEST:

**Paul Long,
Board of Trustees, Clerk
Western Placer Unified School District**



Schools by County: Placer

2012-13 Prop. 30 Funding [Learn More](#)

Amount given to this county in 2012-13

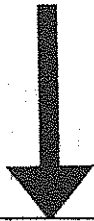
\$67,266,618

Schools by County: Placer

2013-14 Prop. 30 Funding [Learn More](#)

Amount to be given to this county in 2013-14

\$61,763,061

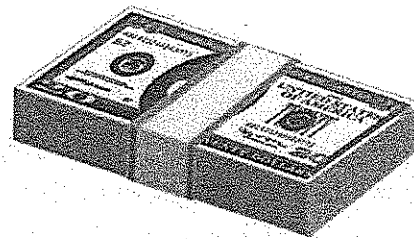


Western Placer
Unified



\$7,137,392 + \$8,732,788

=



\$ 15,870,180

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Consider Approving Resolution No. 15/16.20,
Authorizing the Elimination and/or reduction
of Certain Classified Employee Positions Due to
Lack of Work/Lack of Funds.

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Resolution No. 15/16.20

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical Savings

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 15/16.20. The positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code.

RECOMMENDATION:

Approve Resolution No. 15/16.20, Authorizing the Elimination and/or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 15/16.20**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Code §45117, District Policy and the collective bargaining agreement between the Western Placer Unified School District and the California School Employees Association permit the Governing Board to reduce the number of classified positions for lack of work or lack of funds;

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than June 3, 2016, due to lack of work/lack of funds:

Eliminate One (1) 6 hour Intervention Services Provider Position (Glen Edwards Middle School).

Reduce One (1) .7075 FTE Instructional Assistant Position (Sheridan Elementary) to .55 FTE

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on June 3, 2016, the above-referenced classified positions shall be reduced or eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Western Placer Unified School District on April 19, 2016, by the following vote:

AYES:

NOES:

ABSENT:

President
Board of Trustees
Western Placer Unified School District

Attested:

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

Clerk
Board of Trustees
Western Placer Unified School District

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Adoption of Revised/New
Policies/Regulations/Exhibits

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 19, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- BP/AR 1312.3 Uniform Complaint Procedures
- AR 4117.5 Termination Agreements
- BP 4131 Staff Development
- BP 4231 Staff Development
- BP/AR 5111.1 District Residency
- BP 5148 Child Care and Development

RECOMMENDATION:

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

MANUAL MAINTENANCE GUIDESHEET

July/December 2015/March 2016

Page 1 of 1

Note: Description below identify major changes in revised materials. Editorial changes have also been made.

BP/AR 1312.3 - Uniform Complaint Procedures

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAWS** which authorize the use of uniform complaint procedures to resolve complaints of noncompliance with requirements related to accommodations for lactating students (AB 302, 2015), educational rights of foster youth and homeless students (AB 379, 2015), assignment of students to courses without educational content for more than one week per semester or to courses they have previously completed (AB 1012, 2015), and physical education instructional minutes in elementary schools (AB 1391, 2015). Regulation also reflects provisions of these laws which allow appeals of the district's decision related to these complaints to the California Department of Education and provide that, if any complaint regarding physical education instructional minutes is found to have merit, the district must provide a remedy to all affected students and parents/guardians.

AR 4117.5 – Termination Agreements

(AR revised)

Administrative Regulation revised by personnel department.

BP 4131 - Staff Development

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1060, 2014) which requires any district that offers a program of professional growth for certificated employees to evaluate professional learning opportunities offered by the district based on specified criteria.

BP 4231 - Staff Development

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1060, 2014) which requires any district that offers a program of professional growth for classified employees involved in the direct instruction of students to evaluate professional learning based on specified criteria.

BP/AR 5111.1 - District Residency

(BP added; AR revised)

New policy reflects **NEW LAW** (AB 1101) which mandates any district that elects to conduct investigations of students' residency to adopt policy with specified components, including (1) the circumstances under which the district may initiate an investigation; (2) the investigatory methods that may be used, including whether the district may use the services of a private investigator; (3) a prohibition against surreptitious photographing or video-recording of students who are being investigated; and (4) an appeals process. Policy also contains material formerly in AR re: enrollment not requiring district residency. Regulation updated to reflect **NEW LAW** (SB 200 and AB 224) which provides that a student will be deemed to meet residency requirements if his/her parent/guardian lives with the student in the place of his/her employment within district boundaries at least three days during the school week. Regulation also contains material formerly in AR 5111.12 - Residency Based on Parent/Guardian Employment authorizing districts to grant residency status to students whose parent/guardian is employed within district boundaries for at least 10 hours during the school week (Allen bill transfers), and reflects provisions of SB 200 and AB 224 which provide that this option will sunset July 1, 2017 unless further legislation is passed.

BP 5148 - Child Care and Development

(BP revised)

Policy updated to expand optional priorities for child care services to include children of district students, expand examples of methods to provide facilities for child care services, and add new section on "Complaints." Regulation updated to reflect **NEW LAW** (AB 1944, 2014) which deletes the requirement for parents/guardians of a child age 11-12 to certify in writing that they need child care services because a before-school or after-school program is unavailable.

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt a uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5148 - Child Care and Development)

(cf. 6159 - Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6200 - Adult Education)

2. Any complaint alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, in district programs and activities against any person based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics in any program or activity conducted by the LEA which is funded directly by, or that receives or benefits from any state financial assistance (GC 11135, Education Code 200, 220, 234.1, 5 CCR 4610, PC 422.55).

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

UNIFORM COMPLAINT PROCEDURES (continued)

3. Any complaint alleging **district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)** ~~bullying in district programs and activities, regardless of whether the bullying is based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics~~

(cf. 5131.2 - Bullying)

4. Any complaint alleging district violation of **noncompliance with** the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging that the district has not complied with **noncompliance with** legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. ~~Complainants are protected from retaliation and the identity of a complainant alleging discrimination, harassment, intimidation, or bullying will remain confidential as appropriate. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy. (Education Code 234.1, 5 CCR 4621)~~ Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

UNIFORM COMPLAINT PROCEDURES (continued)

7. **Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)**

(cf. 6173 - Education for Homeless Children)

8. **Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)**

(cf. 6152 - Class Assignment)

9. **Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)**

(cf. 6142.7 - Physical Education and Activity)

10. **Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy**

711. **Any other complaint as specified in a district policy**

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. One type of ADR is mediation, which shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

~~In filing and investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation, unlawful discrimination, harassment, intimidation, or bullying, the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.~~

UNIFORM COMPLAINT PROCEDURES (continued)

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

UNIFORM COMPLAINT PROCEDURES (continued)

3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

*Legal Reference:***EDUCATION CODE**

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)*Legal Reference: (continued)*GOVERNMENT CODE*11135 Nondiscrimination in programs or activities funded by state**12900-12996 Fair Employment and Housing Act*PENAL CODE*422.55 Hate crime; definition**422.6 Interference with constitutional right or privilege*CODE OF REGULATIONS, TITLE 5*3080 Application of section**4600-4687 Uniform complaint procedures**4900-4965 Nondiscrimination in elementary and secondary education programs*UNITED STATES CODE, TITLE 20*1221 Application of laws**1232g Family Educational Rights and Privacy Act**1681-1688 Title IX of the Education Amendments of 1972**6301-6577 Title I basic programs**6801-6871 Title III language instruction for limited English proficient and immigrant students**7101-7184 Safe and Drug-Free Schools and Communities Act**7201-7283g Title V promoting informed parental choice and innovative programs**7301-7372 Title V rural and low-income school programs**12101-12213 Title II equal opportunity for individuals with disabilities*UNITED STATES CODE, TITLE 29*794 Section 504 of Rehabilitation Act of 1973*UNITED STATES CODE, TITLE 42*2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended**2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964**6101-6107 Age Discrimination Act of 1975*CODE OF FEDERAL REGULATIONS, TITLE 28*35.107 Nondiscrimination on basis of disability; complaints*CODE OF FEDERAL REGULATIONS, TITLE 34*99.1-99.67 Family Educational Rights and Privacy**100.3 Prohibition of discrimination on basis of race, color or national origin**104.7 Designation of responsible employee for Section 504**106.8 Designation of responsible employee for Title IX**106.9 Notification of nondiscrimination on basis of sex**110.25 Notification of nondiscrimination on the basis of age**Management Resources:*U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS*Dear Colleague Letter: Title IX Coordinators, April 2015**Questions and Answers on Title IX and Sexual Violence, April 2014**Dear Colleague Letter: Bullying of Students with Disabilities, August 2013**Dear Colleague Letter: Sexual Violence, April 2011**Dear Colleague Letter: Harassment and Bullying, October 2010**Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001*U.S. DEPARTMENT OF JUSTICE PUBLICATIONS*Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National**Origin Discrimination Affecting Limited English Proficient Persons, 2002**Management Resources: (see next page)*

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources: (continued)

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy
adopted: September 4, 2007
revised: November 5, 2013
revised: February 17, 2015
revised: October 20, 2015
revised: April 19, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these general uniform complaint procedures (UCP) shall be used to investigate and resolve the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 – Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Assistant Superintendent of Personnel Services
Western Placer Unified School District
600 Sixth Street, Suite 400, Lincoln, CA 95648
916-645-6350
Email: gsimon@wpusd.k12.ca.us

The compliance officer who receives a complaint may assign another compliance officer to investigate the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is designated to investigate the complaint.

In no instance shall a compliance officer be designated to investigate a complaint if he/she is mentioned in the complaint or has a conflict of interest that would prohibit him/her from fairly investigating the complaint. Any complaint filed against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees designated to investigate **and resolve** complaints **receive training and** are knowledgeable about the laws and programs **at issue in the complaints to for which they are responsible assigned. Training provided to such employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures.** Designated Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

UNIFORM COMPLAINT PROCEDURES (continued)*(cf. 9124 - Attorney)**(cf. 4331 - Staff Development)*

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures (UCP) and information regarding unlawful pupil fees, and **local control and accountability (LCAP) requirements, and requirements related to the educational rights of foster youth and homeless students,** (~~Education Code 234.1, 49013, 52075 (e), 5 CCR 4622~~) to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, **48853, 48853.5**, 49013, **49069.5, 51225.1, 51225.2**, 52075; 5 CCR 4622) ~~If a public school or LEA finds merit in a pupil fees and/or LCAP complaint, the public school or LEA shall provide a remedy to all affected pupils, parents, and guardians that, in the case of pupil fees, includes reasonable efforts by the public school or LEA to ensure full reimbursement to all affected pupils, parents, and guardians. Pupil fees are subject to procedures established through regulations adopted by the State Board. (EC 49013 (d), 52075 (d))~~

~~Pupil fees complaints may be filed with the site Principal of a school (Education Code 49013 (a)) and shall be filed no later than one year from the date the alleged violation occurred. (5 CCR 4630 (c)(2)) The LEA will attempt in good faith by engaging in reasonable efforts to identify and fully reimburse all pupils, parents, and guardians who paid a pupil fee within one year prior to the filing of the complaint. (5 CCR 4600 (u))~~

*(cf. 0420 - School Plans/Site Councils)**(cf. 0460 - Local Control and Accountability Plan)**(cf. 1220 - Citizen Advisory Committees)**(cf. 3260 - Fees and Charges)**(cf. 4112.9/4212.9/4312.9 - Employee Notifications)**(cf. 5145.6 - Parental Notifications)**(cf. 6173 - Education for Homeless Children)**(cf. 6173.1 - Education for Foster Youth)*

UNIFORM COMPLAINT PROCEDURES (continued)

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

(cf. 1113 – District and School Web Sites)

(cf. 1114 – District –Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process, including if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination, **(such as discriminatory harassment, intimidation, or bullying)**.
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline

UNIFORM COMPLAINT PROCEDURES (continued)

- c. A complaint alleging retaliation, unlawful discrimination, **(such as discriminatory harassment, intimidation, or bullying)** must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged **unlawful discrimination. harassment, intimidation, or bullying.** The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
- d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
- e. The Board is required to adopt and annually update a local control and accountability plan (LCAP), in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

(ef. 0460—Local Control and Accountability Plan)

- f. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.
- g. A foster youth or homeless student who transfers into a district high school or between district high schools shall be notified of the district's responsibility to:
 - (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
 - (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

UNIFORM COMPLAINT PROCEDURES (continued)

- (3) **If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1**
- hf. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision
- ig. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision
- jh. Copies of the district's uniform complaint procedures are available free of charge.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation, unlawful discrimination (**such as discriminatory** harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

Filing of Complaint

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in accordance with the following:

1. A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and

UNIFORM COMPLAINT PROCEDURES (continued)

special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. **A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred.** (Education Code 49013, 52075; **5 CCR 4630**)
3. A complaint alleging unlawful discrimination, ~~including (such as discriminatory harassment, intimidation, or bullying)~~ may be filed only by a person who alleges that he/she personally suffered unlawful discrimination ~~harassment, intimidation, or bullying~~ by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged **unlawful** discrimination ~~harassment, intimidation, or bullying~~ occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. ~~harassment, intimidation, or bullying~~. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination **(such as discriminatory harassment, intimidation, or bullying)** is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant or alleged victim of unlawful discrimination **(such as discriminatory harassment, intimidation, or bullying)** requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and **resolve/respond** to the complaint consistent with the request.
6. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

UNIFORM COMPLAINT PROCEDURES (continued)

Mediation

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of a sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation, unlawful discrimination, **(such as discriminatory harassment, intimidation, or bullying)**, the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at anytime.

The use of mediation process does not resolve the problem within the parameters of the law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within five business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation, **He/she** shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To resolve **investigate** a complaint alleging

UNIFORM COMPLAINT PROCEDURES (continued)

retaliation, intimidation, or unlawful discrimination; **(such as discriminatory harassment, intimidation, or bullying)**, including ~~allegations against any protected group as identified in Education Code section 200 and 220 and Government Code section 11135, including any actual or perceived characteristics as set forth in Penal Code section 422.55 or on the basis of a person's association with a person or group which one or more of these actual or perceived characteristics in any program or activity conducted by the LEA which is funded directly by, or that receives or benefits from any state financial assistance (GC 11135, Education Code 200, 220, 234.1, 5 CCR 4610, PC 422.55);~~ the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents, ~~access to records, or other evidence and/or information related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. or may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.~~ (5 CCR 4631) ~~Complainants are protected from retaliation and the identity of a complainant alleging discrimination, harassment, intimidation, or bullying will remain confidential as appropriate. (Education Code 234.1, 5 CCR 4621)~~

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

UNIFORM COMPLAINT PROCEDURES (continued)

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Final Written Decision

The district's decision ~~on how it will resolve shall be in writing and sent to the complainant~~ **shall be in writing and shall be sent to the complainant.** (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the decision or affected by the complaint, as long as the privacy of the parties is protected.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In other all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law

UNIFORM COMPLAINT PROCEDURES (continued)

3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination,—including (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination, harassment, intimidation, or bullying has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination,—including (such as discriminatory harassment, intimidation, or bullying), the notice **decision** may, as required by law, include:

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
- b. Individual remedies offered or provided to the **complainant or another person who was the** subject of the complaint
- c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

UNIFORM COMPLAINT PROCEDURES (continued)

6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination **based on state law (such as ,including** discriminatory harassment, intimidation, and bullying), ~~based on state law,~~ the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies, training for faculty, staff, and students, updates to school policies, or school climate surveys.

For complaints involving retaliation, unlawful discrimination, **(such as discriminatory harassment, intimidation, or bullying)**, appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation

UNIFORM COMPLAINT PROCEDURES (continued)

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation, unlawful discrimination, **(such as discriminatory harassment, intimidation and/or bullying)**, appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, ~~including~~ **(such as discriminatory harassment, intimidation, or bullying)**, that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, **physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP** is found to have merit, the district shall provide a remedy to all affected students and parents/guardians **subject to procedures established by regulation of the State Board of Education.** ~~, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them.~~ (Education Code 49013, **51223, 52075**)

UNIFORM COMPLAINT PROCEDURES (continued)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing to the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the **written** decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Regulation
approved: March 2008
revised: Nov. 5, 2013;
revised: Feb. 17, 2015; Oct. 20, 2015
revised: April 19, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

All Personnel

AR 4117.5

4217.5

TERMINATION AGREEMENTS

4317.5

~~If a termination settlement agreement has been made with an employee, the Superintendent or designee shall inform prospective employers, upon request for an employment reference, that an agreement exists and that he/she may only provide information as provided for in the agreement.~~

~~(cf. 1340 - Access to District Records)~~

~~(cf. 4112.6/4212.6/4312.6 - Personnel Files)~~

~~(cf. 4112.61/4212.61/4312.61 - Employment References)~~

Cash settlements made upon the termination of a contract shall never exceed an amount equal to the employee's monthly salary multiplied by the number of months, up to 18, in the unexpired term of the contract. This amount is a maximum ceiling, not to be construed as a target amount for settlement agreements. **In the case of a District Superintendent contract for employment executed on or after January 1, 2016, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 12.** (Government Code 53260)

Settlement agreements shall not include noncash items other than health benefits, which the district may offer to continue for the unexpired term up to 18 months or until the employee finds other employment, whichever comes first. (Government Code 53261)

Copies of settlement agreements with a superintendent, deputy superintendent, assistant superintendent, associate superintendent or other similar chief administrative officer or chief executive officer shall be made available to the public upon request. (Government Code 53262)

(cf. 2121 - Superintendent's Contract)

(cf. 4312.1 - Contracts)

Legal Reference:

CIVIL CODE

47 Privileged communication

GOVERNMENT CODE

53260-53264 Employment contracts

LABOR CODE

1198.5 Inspection of personnel files by employees

CODE OF REGULATIONS, TITLE 5

80303 Reports of dismissal, resignation and other terminations for cause

80332 Professional honesty in letters of employment recommendation

COURT DECISIONS

Randi W. v. Muroc Joint Unified School District, (1997) 14 Cal.4th 1066

Board of Trustees of Leland Stanford Junior University v. Superior Court, (1981) 119 Cal. App. 3d 516

Regulation

approved: September 4, 2007

revised: April 19, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

STAFF DEVELOPMENT

The Board of Trustees believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills and become informed about changes in pedagogy and subject matter.

(cf. 6111 - School Calendar)

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, the local control and accountability plan, and other district and school plans.

The district's staff development program **shall assist certificated staff in developing knowledge and skills**, may includinge, but is not limited to:

1. ~~Mastery of discipline-based~~ **subject-matter** knowledge, including ~~academic content in the core curriculum and~~ **current state and district** academic standards

(cf. 6011 - Academic Standards)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.2 – World/Foreign Language Instruction)

(cf. 6142.3 - Civic Education)

(cf. 6142.5 - Environmental Education)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 – History-Social Science Instruction)

2. ~~Use of E~~effective, subject-specific teaching methods, strategies, and skills

3. ~~Use of The use of~~ technologies to enhance instruction

(cf. 0440 - District Technology Plan)

(cf. 4040 – Employee Use of Technology)

(cf. 6163.4 – Student Use of Technology)

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English language learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk students

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

STAFF DEVELOPMENT (continued)

(cf. 4112.23 - Special Education Staff)
~~*(cf. 5149 - At-Risk Students)*~~
(cf. 5147 Dropout Prevention)
(cf. 6141.5 - Advanced Placement)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

~~*(cf. 6030 - Integrated Academic and Vocational Instruction)*~~
(cf. 6178 - Career Technical Education)

6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education

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

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution, and hatred prevention

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

(cf. 5121 - Grades/Evaluation of Student Performance)
(cf. 6162.5 - Student Assessment)

10. **Knowledge of topics related to student health, safety, and welfare**

(cf. 0450 - Comprehensive Safety Plan)
~~*(cf. 3515.5 - Sex Offender Notification)*~~
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)

STAFF DEVELOPMENT (continued)

(cf. 5131.63 - Steroids)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

11. Knowledge of topics related to employee health, safety, and security

(cf. 3514.1 – Hazardous Substances)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.42/4219.42/4319.452 – Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4158/4258/4358 - Employee Security)
~~*(cf. 4112.2 – Certification)*~~
~~*(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)*~~

The Superintendent or designee ~~may~~**shall**, in conjunction with individual teachers, **interns, and administrators, as appropriate**, develop an individualized program of professional growth **to increase** which ~~contributes to~~ competence, performance, or effectiveness in teaching and classroom **management** assignments and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

(cf. 4112.2 – Certification)
(cf. 4112.21 - Interns)
~~*(cf. 4131.1 – Beginning Teacher Support/Induction)*~~
~~*(cf. 4138 – Mentor Teachers)*~~
(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)
(cf. 4131.1 – Teacher Support and Guidance)

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional staff ~~development~~ for individualized **staff development for individual** employees.

(cf. 4115 - Evaluation/Supervision)
~~*(cf. 4139 – Peer Assistance and Review)*~~

STAFF DEVELOPMENT (continued)

~~The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, and school plans.~~

~~(cf. 0000—Vision)~~

~~(cf. 0200—Goals for the School District)~~

~~(cf. 0420—School Plans/Site Councils)~~

~~(cf. 0420.1—School Based Program Coordination)~~

~~(cf. 0520—Intervention for Underperforming Schools)~~

~~(cf. 0520.1—High Priority Schools Grant Program)~~

~~(cf. 0520.2—Title I Program Improvement Schools)~~

~~(cf. 0520.3—Title I Program Improvement Districts)~~

~~(cf. 0520.4—Quality Education Investment Schools)~~

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

~~(cf. 3100—Budget)~~

~~(cf. 3350—Travel Expenses)~~

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary in order to ensure that the staff development program supports the district's priorities for student achievement.

~~(cf. 0500—Accountability)~~

~~(cf. 9000—Role of the Board)~~

Legal Reference: (see next page)

STAFF DEVELOPMENT (continued)*Legal Reference:*EDUCATION CODE~~41530-41532 Professional Development Block Grant~~

44032 Travel expense payment

44259.5 Standards for teacher preparation

44277 Professional growth programs for individual teachers

44300 Emergency permits

44325-44328 District Interns

44450-44468 University internship program

44570-44578 Inservice training, secondary education

~~44580-44591 Inservice training, elementary teachers~~**44830.3 District interns**~~44630-44643 Professional Development and Program Improvement Act of 1968~~~~44700-44705 Classroom teacher instructional improvement program~~

45028 Salary schedule and exceptions

48980 Notification of parents/guardians: schedule of minimum days

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

99200-99206 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

CODE OF REGULATIONS, TITLE 5

13025-13044 Professional development and program improvement

80021 Short-term staff permit**80021.1 Provisional internship permit****80023-80026.6 Emergency permits**UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONSUnited Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085*Management Resources:*CSBA PUBLICATIONSGoverning to the Core: Professional Development for Common Core, Government Brief, May 2013CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSCOMMISSION ON TEACHER CREDENTIALING PUBLICATIONSCalifornia Standards for the Teaching Profession, 1997WEB SITESCSBA: <http://www.csba.org>California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>California Department of Education, Professional Development: <http://www.cde.ca.gov/pd>California Subject Matter Projects: <http://csmpp.ucop.edu>

Policy

adopted: September 4, 2007

revised: May 19, 2015

revised: April 19, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

STAFF DEVELOPMENT

The Board of Trustees recognizes that classified staff does essential work that supports a healthy school environment and the educational program. Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, learn best practices, retrain to meet changing conditions in the district, and/or enhance personal growth.

(cf. 3100 – Budget)

(cf. 3350 – Travel Expenses)

(cf. 4200 – Classified Personnel)

(cf. 4261.3 – Professional Leaves)

The Superintendent or designee shall involve classified staff, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district goals, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 – Vision)

(cf. 0200 – Goals for the School District)

(cf. 0420 – School Plans/Site Councils)

(cf. 0460 – Local Control and Accountability Plan)

(cf. 0520.2 – Title I Program Improvement Schools)

(cf. 0520.3 – Title I Program Improvement Districts)

Staff development may address general workplace skills and/or skills and knowledge specific to the duties of each classified position, including, but not limited to, the following topics: (Education Code 45391)

1. Student learning and achievement
 - a. How paraprofessionals can assist teachers and administrators to improve the academic achievement of students
 - b. Alignment of curriculum and instructional materials with Common Core State Standards
 - c. The management and use of state and local student data to improve student learning
 - d. Best practices in appropriate interventions and assistance to at-risk students

(cf. 4222 – Teacher Aides/Paraprofessionals)

(cf. 5121 – Grades/Evaluation of Student Achievement)

(cf. 5123 – Promotion/Acceleration/Retention)

(cf. 5149 – At-Risk Students)

(cf. 6011 – Academic Standards)

(cf. 6141 – Curriculum Development and Evaluation)

STAFF DEVELOPMENT (continued)

(cf. 6143 - Courses of Study)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

2. Student and campus safety

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.5 - Sex Offender Notification)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
~~*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*~~
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

3. Education technology, including management strategies and best practices regarding the use of education technology to improve student performance

(cf. 0440 - District Technology Plan)
~~*(cf. 1114 - District Sponsored Social Media)*~~
(cf. 4040 - Employee Use of Technology)
(cf. 6163.4 - Student Use of Technology)

4. School facility maintenance and operations, including ~~new research and~~ best practices in the operation and maintenance of school facilities, such as green technology and energy efficiency, that help reduce the use and cost of energy at school sites

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)

5. Special education, including best practices to meet the needs of special education students and to comply with any new state and federal mandates

(cf. 6159 - Individualized Education Program)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

6. School transportation and bus safety

(cf. 3540 - Transportation)

STAFF DEVELOPMENT (continued)

(cf. 3541- Transportation for School-Related Trips)
(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 3542 - Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)

7. Parent involvement, including ways to increase parent involvement at school sites

(cf. 1240 - Volunteer Assistance)
(cf. 6020 - Parent Involvement)

8. Food service, including food preparation to provide nutritional meals, food safety, and food management

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5030 - Student Wellness)

9. Health, counseling, and nursing services

(cf. 5141 - Health Care and Emergencies)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.24 - Specialized Health Care Services)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5141.3 - Health Examinations)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

10. Environmental safety, including pesticides and other possibly toxic substances so that they may be safely used at school sites

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(cf. 6161.3 - Toxic Art Supplies)

~~7. For classroom instructional aides, staff development activities may also include academic content of the core curriculum; teaching strategies; classroom management; or other training designed to improve student performance, conflict resolution, and relationships among students.~~

For classroom instructional aides or other classified staff involved in direct instruction of students, staff development activities may also include academic content of the core

STAFF DEVELOPMENT (continued)

curriculum, teaching strategies, classroom management, or other training designed to improve student performance, conflict resolution, and relationships among students. Such professional learning opportunities shall be evaluated based on criteria specified in Education Code 44277 and BP 4131 - Staff Development.

~~(cf. 4131 - Staff Development)~~

The district's staff evaluation process may be used to recommend additional staff development for individual employees.

(cf. 4215 - Evaluation/Supervision)

The Board of Trustees may budget for actual and reasonable expenses incurred by classified staff who participate in staff development activities.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to staff and the district and shall regularly report to the Board regarding the effectiveness of the staff development program.

(cf. 0500 - Accountability)

~~(cf. 9000 - Role of the Board)~~

Legal Reference:

EDUCATION CODE

~~41530-41532 Professional Development Block Grant~~

44277 Professional growth programs for individual teachers

44032 Travel expense payment

45380-45387 Retraining and study leave (classified)

45390-45392 Professional development for classified school employees

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

California School Employees Association: <http://www.csea.com>

Policy
adopted: September 4, 2007
revised: May 19, 2015
revised: April 19, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

DISTRICT RESIDENCY**Criteria for Residency**

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student has been admitted through an interdistrict attendance program. (Education Code 48204)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 – Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

(cf. 5111.12 – Residency Based on Parent/Guardian Employment)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48207)
8. **The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)**

(cf. 6183 - Home and Hospital Instruction)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

In addition, District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex parental income, scholastic achievement,

DISTRICT RESIDENCY (continued)

or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

~~District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)~~

~~(cf. 6178.2 - Regional Occupational Center/Program)~~

The district may admit a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

~~(cf. 5111.2 - Nonresident Foreign Students)~~

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

~~(cf. 5145.6 - Parental Notifications)~~

Proof of Residency

~~The Superintendent or designee may annually verify the student's district residency status and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record. (5 CCR 432)~~

~~(cf. 5111 - Admission)~~

DISTRICT RESIDENCY (continued)

(cf. 5125—Student Records)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipts
2. Rental property contract, lease payment receipts
3. Utility service contract, statement, or payment receipts
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
- 7.4 Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative.

However, a homeless or foster youth shall not be required to provide proof of residency as a condition of enrollment in district schools. (Education Code **48852.7**, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address

DISTRICT RESIDENCY (continued)

within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

~~Failure to Verify Residency~~

~~When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. (Education Code 48204.1)~~

~~If the Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false or unreliable evidence of residency, he/she shall deny or revoke the student's enrollment. Before any such denial or revocation is final, the parent/guardian shall be sent written notice of the facts leading to the decision. This notice also shall inform the parent/guardian that he/she may provide new material evidence of residency, in writing, to the Superintendent or designee within 10 school days. The Superintendent or designee shall review any new evidence and make a final decision within 10 school days.~~

Safe at Home Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. The Superintendent may request the actual residence address for the purpose of establishing residency within district boundaries. (Government Code 6206, 6207)

(cf. 3580 - District Records)

Legal Reference: (see next page)

DISTRICT RESIDENCY (continued)

Legal Reference:

EDUCATION CODE

~~35351-Assignment of students to particular schools~~

~~46600-46611-Interdistrict attendance permits~~

~~48050-48054-Nonresidents~~

~~48200-48208-Compulsory education law~~

~~48356-Open Enrollment Act transfer, fulfillment of residency requirement~~

~~48853.5-Education of foster youth; immediate enrollment~~

~~48980-Notification of parent or guardian~~

~~52317-Regional occupational program, admission of persons including nonresidents~~

FAMILY CODE

~~6550-6552-Caregivers~~

GOVERNMENT CODE

~~6205-6211-Confidentiality of residence for victims of domestic violence~~

CODE OF REGULATIONS, TITLE 5

~~432-Varieties of student records~~

UNITED STATES CODE, TITLE 42

~~11431-11435-McKinney-Vento Homeless Assistance Act~~

COURT DECISIONS

~~Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

~~0303.95-Verification of residency, LO: 1-95~~

OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

~~Dear Colleague Letter, May 6, 2011~~

WEB SITES

~~California Department of Education: <http://www.cde.ca.gov>~~

~~California Secretary of State, Safe at Home Program: <http://www.ss.ca.gov/safeathome>~~

~~Office for Civil Rights, U.S. Department of Education: <http://www2.ed.gov/about/offices/list/ocr>~~

Regulation
approved: September 4, 2007
revised: February 17, 2015
revised: June 16, 2015
revised: April 19, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

DISTRICT RESIDENCY

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

DISTRICT RESIDENCY (continued)

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

DISTRICT RESIDENCY (continued)

Enrollment Not Requiring District Residency

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)

(cf. 6145.6 - International Exchange)

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

Legal Reference: (see next page)

DISTRICT RESIDENCY (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1-48204.2 Evidence of residency

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act transfers

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CSBA PUBLICATIONS

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, 2012

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

CHILD CARE AND DEVELOPMENT

The Board of Trustees desires to provide child care and development services which meet the developmental needs of children, and offer a convenient child care alternative for parents/guardians in the community.

(cf. 5146 – Married/Pregnant/Parenting Students)

(cf. 5148.1 – Child Care Services for Parenting Students)

(cf. 5148.2 – Before/After School Programs)

(cf. 63005148.3 – Preschool/Early Childhood Education)

(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

(cf. 6175 – Migrant Education Program)

The Board shall enter into a contract with the California Department of Education (CDE) for the provision of child care and development services by the district.

(cf. 3312 – Contracts)

The Superintendent or designee shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and inform parents/guardians about child care options.

(cf. 1020 – Youth Services)

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

(cf. 1700 – Relations Between Private Industry and the Schools)

The Board shall approve **for the district's child care and development program** a written philosophical statement, goals, and objectives ~~for the district's child care and development program~~ that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and **the accompanying** administrative regulation. (5 CCR 18271)

(cf. 0000 – Vision)

(cf. 0100 – Philosophy)

(cf. 0200 – Goals for the School District)

Eligibility and Enrollment

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

(cf. 0410 – Nondiscrimination in District Programs and Activities)

(cf. 3540 – Transportation)

CHILD CARE AND DEVELOPMENT (continued)*(cf. 3550 - Food Service/Child Nutrition Program)**(cf. 5141.22 - Infectious Diseases)**(cf. 5141.3 - Health Examinations)**(cf. 5141.31 - Immunizations)*

The Superintendent or designee shall ensure that subsidized child care is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106. **In addition to priorities for subsidized care, priority for admissions shall be given to district students and children of district employees, when all families eligible for subsidized services have been served.**

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees.

*(cf. 5111.1 - District Residency)**(cf. 5146 - Married/Pregnant/Parenting Students)****Staffing***

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications and have satisfied all legal requirements.

*(cf. 1240 - Volunteer Assistance)**(cf. 4112.2 - Certification)**(cf. 4112.4/4212.4/4312.4 - Health Examinations)**(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*~~*(cf. 4212.5 - Criminal Record Check)*~~*(cf. 4131 - Staff Development)**(cf. 4231 - Staff Development)**(cf. 4331 - Staff Development)****Facilities***

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. **The use of existing district facilities that have capacity**
2. **Renovation or improvement of district facilities to make them suitable for such services**
3. **Purchase of relocatable child care facilities**

CHILD CARE AND DEVELOPMENT (continued)

4. Inclusion of child care facilities in any new construction

5. Agreement with a public agency or community organization for the use of community facilities

(cf. 1330.1 - Joint Use Agreements)

(cf. 7110 - Facilities Master Plan)

~~As needed, the Superintendent or designee may identify district facilities that have capacity to provide child care and development services and/or may recommend that the Board enter into an agreement with a public agency or community organization to use community facilities for the purpose of providing such services.~~

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

~~Admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a medical assessment requirement. (5 CCR 18105; 22 CCR 101218)~~

~~*(cf. 0410 - Nondiscrimination in District Programs and Activities)*~~

~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~

Complaints

For a licensed child care center, any complaint alleging health and safety violations shall be referred to the California Department of Social Services. For a license-exempt facility, such complaints shall be referred to the appropriate Child Development regional administrator. Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

~~The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. The evaluation report shall be submitted to the Board and the CDE along with an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)~~

CHILD CARE AND DEVELOPMENT (continued)

~~(cf. 0500—Accountability)~~

Legal Reference:

EDUCATION CODE

8200-8499.10 *Child Care and Development Services Act, including:*
 8200-8209 *General provisions for child care and development services*
 8210-8216 *Resource and referral program*
 8220-8226 *Alternative payment program*
 8230-8233 *Migrant child care and development program*
 8235-8239 *California state preschool program*
 8240-8244 *General child care programs*
 8250-8252 *Programs for children with special needs*
 8263 *Eligibility and priorities for subsidized child development services*
 8263.3 *Disenrollment of families due to reduced funding levels*
 8263.4 *Enrollment of students ages 11-12 years*
 8273-8273.3 *Fees*
 8278.3 *Child Care Facilities Revolving Fund*
 8360-8370 *Personnel qualifications*
 8400-8409 *Contracts*
 8482-8484.6 *After-school education and safety program*
 8484.7-8484.8 *21st Century community learning center*
 49540-49546 *Child care food program*
 8485-8488 *Child supervision programs*
 8488.5-8489.9 *Six By Six before- and after-school program*
 8493-8498 *Facilities*
 8499-8499.7 *Local planning councils*
 17609-17610 *Integrated pest management, applicability to child care facilities*
 49540-49546 *Child care food program*
 49570 *National School Lunch program*
 54740-54749.5 *Cal-SAFE program for pregnant/parenting students and their children*
 56244 *Staff development funding*

HEALTH AND SAFETY CODE

1596.70-1596.895 *California Child Day Care Act*
 1596.90-1597.21 *Day care centers*
 120325-120380 *Immunization requirements*

CODE OF REGULATIONS, TITLE 5

4610-4687 Uniform complaint procedures
 18000-18434 *Child care and development programs, especially:*
 18012-18122 *General requirements*
 18180-18192 *Federal and state migrant programs*
 18210-18213 *Severely handicapped program*
 18220-18231 *Alternative payment program*
 18240-18248 *Resource and referral program*
18270-18281 Program quality, accountability
 18290-18292 *Staffing ratios*
 18295 *Waiver of qualifications for site supervisor*
 18300-18308 *Appeals and dispute resolution*
 80105-80125 *Commission on Teacher Credentialing, child care and development permits*

CODE OF REGULATIONS, TITLE 22

101151-101239.2 *General requirements, licensed child care centers, including:*
 101151-101163 *Licensing and application procedures*

Legal Reference continued: (see next page)

CHILD CARE AND DEVELOPMENT (continued)*Legal Reference: (continued)*

101212-101231 Continuing requirements

101237-101239.2 Facilities and equipment

UNITED STATES CODE, TITLE 42

1751-1769 School lunch programs

9831-9852 Head Start programs

9858-9858q Child care and development block grant

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch program

CODE OF FEDERAL REGULATIONS, TITLE 45

98.2-98.93 Child care and development fund

COURT DECISIONSCBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS14-03a Revised Child Care and Development Fee Schedule, Management Bulletin, September 2014Uniform Complaint Procedures, 201412-07 Disenrollment due to Maximum Reimbursable Amount Reduction, Management Bulletin, July 2012Keeping Children Healthy in California's Child Care Environments: Recommendations to Improve Nutrition and Increase Physical Activity, 2010Infant/Toddler Learning and Development Program Guidelines, 2006Program Quality Standards and Standards Based on Exemplary Practice for Center-Based Programs and Family Child Care Home Networks, October 2004Prekindergarten Learning Development Guidelines, 2000First Class: A Guide for Early Primary Education, 1999CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS01-06 The Desired Results for Children and Families System, May 31, 2001WEB SITESCSBA: <http://www.csba.org>California Association for the Education of Young Children: <http://www.caeyc.org>California Child Development Administrators Association: <http://www.ccdaa.org>California Department of Education, Child Development: <http://www.cde.ca.gov/sp/ed> Early Education and Support Division: <http://www.cde.ca.gov/sp/cd>

California Department of Education, Early Education Management Bulletins:

<http://www.cde.ca.gov/sp/cd/ci/allmbs.asp>California Department of Social Services, Licensing Information: <http://cclid.ca.gov/PG492.htm><http://www.dss.ca.gov/net>California Head Start Association: <http://caheadstart.org>California School-Age consortium: <http://calsac.org>Commission on Teacher Credentialing: http://www.ctc.ca.gov/credentialinfo/topics/child_dev.htmlNational Association for the Education of Young Children: <http://www.naeyc.org>U.S. Department of Education: <http://www.ed.gov>

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
 Lincoln, California