### 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

	STUDENT ENROLLMENT			
School	2015-16 CALPADS	2/1/2016	3/1/2016	
Sheridan Elementary (K-5)	66	64	65	
First Street Elementary (K-5)	465	464	463	
Carlin C. Coppin Elementary (K-5)	394	411	410	
Creekside Oaks Elementary (K-5)	607	638	629	
Twelve Bridges Elementary (K-5)	632	643	641	
Foskett Ranch Elementary (K-5)	471	474	472	
Lincoln Crossing Elementary (K-5)	645	642	643	
Glen Edwards Middle School (6-8)	866	870	869	
Twelve Bridges Middle School (6-8)	773	773	771	
Lincoln High School (9-12)	1,735	1,682	1,658	
Phoenix High School (10-12)	77	86	83	
TOTAL	6731	6,747	6,704	

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 5, 2016, 7:00 P.M.

WPUSD District Office/City Hall Building-3<sup>rd</sup> Floor Conference Room 600 Sixth Street, Lincoln, CA 95648

### AGENDA

2015-2016 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

#### 6:15 P.M. START

 CALL TO ORDER – WPUSD District Office/City Hall Bldg. – 3<sup>rd</sup> Floor Conference 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.

#### 6:20 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

#### 7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City Hall Bldg. – 3<sup>rd</sup> 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

#### 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 Roll call vote:

#### 5. Page 14-61 - CONSENT AGENDA

#### NOTICE TO THE PUBLIC

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

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Meeting Minutes for:
  - March 1, & March 15, 2016 Regular Board of Trustee Meeting
- 5.4 Approval of Warrants
- 5.6 Approval of Parent Love and Logic Workshops
- 5.7 Ratification of Contract with Clementine Photos Booths, LLC and Glen Edwards Middle School
- 5.8 Student Discipline Stipulated Expulsion Student #15/16 L Roll call vote:

#### 6. COMMUNICATION FROM THE PUBLIC

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#### 7. 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

#### 

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

#### 8.1 Action

Page 63 – APPROVE RESOLUTION NO. 15/16.17, AUTHORIZING THE PURCHASE OF PORTABLE CLASSROOM FROM IMPACT CONSTRUCTION SERVICES, INC., UNDER A PIGGYBACK CONTRACT PURSUANT TO EDUCATION CODE SECTION 2018 (GLEN EDWARDS MIDDLE SCHOOL) – Adell (15-16 G & O Component I, II, III, IV, V)

•Due to projected growth and a current lack of available classroom space at Glen Edwards Middle School, it will be necessary for the District to add one (1) double wide portable classroom building to create two (2) standard classrooms and associated site work at the site.

Roll call vote:

#### 8.2 Action

Page 78 – APPROVE RESOLUTION NO. 15/16.18, AUTHORIZING THE PURCHASE OF PORTABLE RESTROOM FROM IMPACT CONSTRUCTION SERVICES, INC., UNDER A PIGGYBACK CONTRACT PURSUANT TO EDUCATION CODE SECTION 20118 (LINCOLN HIGH SCHOOL FARM) – Adell (15-16 G & O Component I, II, III, IV, V)

•Included in the Western Placer Unified School District's California Career Pathways Trust Grant application for improvements to the Lincoln High School Farm are Americans with Disabilities Act (ADA) components including a goal to provide ADA compliant primary paths of travel throughout including instructional spaces and restrooms.

Roll call vote:

#### 8.3 Discussion/ Action

## Page 93 – APPROVAL OF ADJUSTMENT TO SALARY FOR THE DISTRICT'S CERTIFICATED EMPLOYEES TO INCLUDE

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

•In light of the Tentative Agreements with CSEA and WPTA effecting salary for 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 4% increase, retroactive to January 1, 2016. Be applied to the Certificated Employee and Counselor salary schedules.

#### 8.4 Discussion/ Action

# Page 96 – APPROVAL OF ADJUSTMENT TO SALARY FOR THE DISTRICT'S CLASSIFIED 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 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, be applied to the Classified salary schedule.

#### 8.5 Discussion/ Action

#### Page 98 - CONSIDER APPROVING REVISED JOB **DESCRIPTION FOR FOOD SERVICE DIRECTOR POSITION –**

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

•As a part of the ongoing review of District needs and job descriptions by the District there exists a need to approve a revised job description for the Food Service Director position, which is a classified management position in order to clarify the education requirements.

#### 8.6 Discussion/ Action

#### Page 101 - COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE WESTERN PLACER THEACHER'S ASSOCIATION -

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

• The Collective Bargaining Agreement between the Western Placer Teacher's Association ("WPTA") and the Western Placer Unified School District (WPUSD) is being submitted for ratification. Both parties have completed a lengthy effort to finalize the contract.

#### 8.7 Action

#### Page 154 - DISPOSAL OF SURPLUS ITEMS - Kilpatrick (15-16 G & O Component I, II, III, IV, V)

 Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed.

#### 8.8 Information Page 156 - 2016-2019 LCAP UPDATE - Callahan (15-16 G & O Component I, II, III, IV, V)

The 2015-2016 LCAP Committee and DAC/DELAC Parent Committees have been working diligently throughout the school year to provide input to support the annual update of the District LCAP, which will be brought forward to the board at

a later date for review and approval.

#### 8.9 Action

#### Page 157 - 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 0420 School Plan/Site Councils
  - BP/AR 3270 Sale and Disposal of Books, Equipment and Supplies
  - AR 3311 Bids
  - AR 3512 Equipment
  - AR 4119.11/4219.11/4319.11 Sexual Harassment
  - BP/AR 4154/4254/4354 Health and Welfare Benefits
  - BP/AR 5141.33 Head Lice
  - BP/AR 5148.2 Before/After School Program

#### 9. **BOARD OF TRUSTEES**

#### 9.1 **FUTURE AGENDA ITEMS**

The following are a number of agenda items that the Board of Trustees has been monitoring. They are NOT action items for tonight's meeting, but are noted here for

## Regular Meeting of the Board of Trustees April 5, 2016

Agenda

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

#### 9.2 BOARD MEMBER REPORTS/COMMENTS

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

The President will establish the following meeting(s):

> April 19, 2016 7:00 P.M., Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

#### 11. ADJOURNMENT

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

Posted: 040116

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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 5, 2016

Time: 6:20 P.M.

- LICENSE/PERMIT DETERMINATION
- SECURITY MATTERS
- 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

- Name of case: specify by reference to claimant's name, names or parties, case or claim number.
- 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, UNLÉSS EMPLOYEE REQUESTS OPEN SESSION

a. No information needed

#### 9. CONFERENCE WITH LABOR NEGOTIATOR

- Name any employee organization with whom negotiations to be discussed are being conducted.
- Identify the titles of unrepresented individuals with whom negotiations are being conducted.
- 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.

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** 

**REQUESTED BY:** 

Scott Leaman

Superintendent

**DEPARTMENT:** 

Personnel

**MEETING DATE:** 

April 5, 2016

AGENDA ITEM AREA:

Disclosure of action taken in

closed session

**ENCLOSURES:** 

No

FINANCIAL INPUT/SOURCE:

N/A

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

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

#### ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

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:** 

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 5, 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.

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:

AGENDA ITEM AREA:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/

DISMISSAL/RELEASE

Closed Session

REQUESTED BY:

Gabe Simon

**ENCLOSURES:** 

No

Assistant Superintendent of Personnel Services

**DEPARTMENT:** 

FINANCIAL INPUT/SOURCE:

Personnel

N/A

**MEETING DATE:** 

April 15, 2016

**ROLL CALL REQUIRED:** 

Yes

#### **BACKGROUND:**

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

#### RECOMMENDATION:

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

wp/rk/factform

# CONSENT

AGENDA

ITEMS

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:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabe Simon

Assistant Superintendent of Personnel Services

**ENCLOSURES:** 

Yes

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

**MEETING DATE:** 

April 5, 2016

**ROLL CALL REQUIRED:** 

#### **BACKGROUND:**

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

#### **RECOMMENDATION:**

Administration recommends ratification of the certificated personnel report.

#### WESTERN PLACER UNIFIED SCHOOL DISTRICT

#### PERSONNEL REPORT

#### April 5, 2016

#### CERTIFICATED/MANAGEMENT

#### REQUEST FOR LEAVE OF ABSENCE:

1. Name: Lori Wilder

Position: Speech Language Pathologist

FTE: 1.0

Effective Date: July 16, 2016

Site: First Street School/ECAT

#### **RESIGNATIONS/RETIREMENTS:**

1. Name: Cynthia Bonito Position: RSP Teacher

FTE: 1.0

Effective Date: June 30, 2016

Site: Lincoln High School

2. Name: Therese Dorow

Position: Director of Educational Services

FTE: 1.0

Effective Date: June 30, 2016 Site: District Office

3. Name: Jill Foley Position: Art Teacher

FTE: 1.0

Effective Date: June 3, 2016

Site: Lincoln High School

4. Name: Gari Lambert

Position: Second Grade Teacher

FTE: 1.0

Effective Date: June 3, 2016

Site: Twelve Bridges Elementary School

5. Name: Laurel Maynard

Position: Second Grade Teacher

FTE: 1.0

Effective Date: June 3, 2016

Site: Lincoln Crossing Elementary School

6. Name: Kathleen Olmstead

Position: RSP Teacher

FTE: 1.0

Effective Date: June 30, 2016

Site: Lincoln High School

7. Name: Kita Zipp

Kindergarten Teacher Position:

FTE: 1.0

June 29, 2016 **Effective Date:** 

Foskett Ranch Elementary School Site:

Nicholas Pearce 8. Name: First Grade Teacher Position:

> FTE: 1.0

**Effective Date:** June 30, 2016

Carlin C. Coppin Elementary School Site:

**Janet Bass** 9. Name:

> Third Grade Teacher Position:

FTE: 1.0

**Effective Date:** June 3, 2016

Twelve Bridges Elementary School Site:

10. Name: **Holly Coones** 

> Third Grade Teacher Position:

1.0 FTE:

June 29, 2016 **Effective Date:** 

Creekside Oaks Elementary School Site:

Laurel Etchepare 11. Name:

> Kindergarten/First Grade Teacher Position:

FTE:

June 3, 2016 **Effective Date:** 

Sheridan Elementary School Site:

Mary Alicia Hernandez 12. Name:

Second Grade Teacher Position:

FTE: 1.0

June 30, 2016 **Effective Date:** First Street School Site:

Linda Menge 13. Name:

> **English Intervention Teacher** Position:

1.0 FTE:

June 3, 2016 **Effective Date:** 

Glen Edwards Middle School Site:

Pamela Parker Name: 14.

**RSP** Teacher Position:

FTE: 1.0

**Effective Date:** June 3, 2016

Carlin C. Coppin Elementary School Site:

Julie Shackelford 15. Name:

**SDC** Teacher Position:

FTE: 1.0

June 3, 2016 **Effective Date:** 

Glen Edwards Middle School Site:

#### **ELECTION OF RETIREE BENEFITS:**

1. Name: **Janet Bass** 

> Third Grade Teacher Position:

FTE: 1.0

**Effective Date:** June 3, 2016

Twelve Bridges Elementary School Site:

**Holly Coones** 2. Name:

> **Third Grade Teacher** Position:

FTE: 1.0

June 29, 2016 **Effective Date:** 

Creekside Oaks Elementary School Site:

Laurel Etchepare 3. Name:

> Kindergarten/First Grade Teacher Position:

1.0 FTE:

**Effective Date:** June 3, 2016

Site: Sheridan Elementary School

Mary Alicia Hernandez 4. Name: Second Grade Teacher Position:

> FTE: 1.0

June 30, 2016 **Effective Date:** First Street School Site:

Linda Menge 5. Name:

> **English Intervention Teacher** Position:

FTE: 1.0

June 3, 2016 **Effective Date:** 

Glen Edwards Middle School Site:

Pamela Parker 6. Name: **RSP Teacher** Position:

FTE: 1.0

**Effective Date:** June 3, 2016

Carlin C. Coppin Elementary School Site:

Julie Shackelford 7. Name:

Position: **SDC Teacher** 

FTE: 1.0

June 3, 2016 **Effective Date:** 

Glen Edwards Middle School Site:

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

SUBJECT: AGENDA ITEM AREA:

Classified Personnel Report Consent Agenda

REQUESTED BY: ENCLOSURES:

Gabriel Simon Yes

Assistant Superintendent of Personnel Services

Personnel General Fund/Categorical

MEETING DATE: ROLL CALL REQUIRED:

April 5, 2016

**DEPARTMENT:** 

FINANCIAL INPUT/SOURCE:

#### **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 5, 2016

#### **CLASSIFIED/MANAGEMENT**

**Effective: 3/14/16** 

Effective: 4/4/16

Site: District Office

Site: First Street School

Site: First Street School

Effective: 4/1/16

Site: Lincoln High School

Site: Lincoln High School

Site: Twelve Bridges Middle

Site: Creekside Oaks Elementary

3/28/16

Site: First Street School

Effective: 4/4/16

Effective: 4/1/16

Effective:

4/4/16

4/1/16

3/29/16

Effective:

Effective:

Effective:

Site: First Street School

#### **NEW HIRES:**

**Debra Hutchinson** 1. Name:

**Intervention Services Provider** Position:

CSEA, Range 20, Step D Salary: 3 Hours/5 Days a week Hours:

164 Days/Year Days:

**ADDITIONAL HOURS:** 

1. Name: **Roberta Giles** 

> Position: **Special Education Clerk** From 6.0 to 7 hours Hours: Days: 12 Months/Year

2. Name: **Debra Hutchinson** 

Position: Intervention Services Provider

From 3.0 to 5.5 hours Hours:

Days: 164 Days/Year

3. Name: Irma Ramirez Campus/Cafeteria Supervisor Position:

Hours: From 2.0 to 2.5 hours 10 Months/Year Days:

TRANSFER/PROMOTION:

**Dolores Reyes** 1. Name:

> Paraprofessional Aide Position: 6.5 Hours/5 Days a week Hours:

Days: 10 Months/Year

2. Name: Julie Ridgeway

Position: Paraprofessional Aide 6.16 Hours/5 Days a week Hours:

10 Months/Year Days:

3. Name: Cecilia Sanchez

Position: Paraprofessional Aide 5.66 Hours/5 Days a week Hours:

10 Months/Year Days:

4. Name: Luz Whiting

> Paraprofessional Aide Position: 3.5 Hours/5 Days a week Hours:

10 Months/Year Days:

**RESIGNATION:** 

1. Name: Katie Calder Effective: 4/15/16

Site: Lincoln Crossing Elementary Campus/Café Supervisor Position: 2 Hours/5 Days a week Hours:

10 Months/Year Days:

2. Name: Tania Devol

> Position: **Food Service Assistant** Hours: 3.5 Hours/5 Days a week

Days: 10 Months/Year

19

#### **RESIGNATION- continued:**

Michelle Mooney 3. Name:

> **Grant Funded Instructional Aide** Position:

Hours: 3.5 Hours/5 Days a week

10 Months/Year Days:

4. Name: **Aaron Newman** Position: **Network Engineer** 8 Hours/5 Days a week Hours:

Days: 12 Months/Year

5. Name: Cecilia Sanchez

> Position: Paraprofessional Aide 3.75 Hours/5 Days a week Hours:

Days: 10 Months/Year

Cecilia Sanchez 6. Name:

> Position: Paraprofessional Aide 90 minutes/2 Days a week Hours:

Days: 10 Months/Year

RETIREMENT:

Effective: 6/17/16 1. Name: Karen Anderson

School Secretary I Position: Hours: 8 Hours/5 Days a week

11 Months/Year Days:

2. Name: Wayne Brown Effective: **Bus Driver** Site: Transportation Position:

7.58 Hours/5 Days a week Hours:

Days: 10 Months/Year

3. Name: Marilyn Courage

Instructional Aide, Special Ed Position:

6 Hours/5 Days a week Hours:

10 Months/Year Days:

Effective: 6/30/16 **Jeffrey Dardis** 4. Name: Director, Food Service Site: Glen Edwards Middle Position:

Hours: 8 Hours/5 Days a week

12 Months/Year Days:

6/17/16 Theresa Troxel Effective: 5. Name:

Site: Twelve Bridges Elementary Position: School Secretary I Hours: 8 Hours/5 Days a week

11 Months/Year Days:

**ELECTION OF RETIREE BENEFITS:** 

Jeff Dardis

Theresa Jeanine Troxel

4/1/16 Site: Creekside Oaks Elementary

**Effective: 3/18/16** Site: Technology Dept.

Effective:

Effective: 4/3/16

Site: Carlin C. Coppin Elementary

Site: Creekside Oaks Elementary

6/30/16

Effective: 4/3/16 Site: First Street School

Effective: 6/3/16

Site: Lincoln High School

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

#### DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Minutes:

 March 1 & 15, 2016 Regular Board of Trustee Meeting

REQUESTED BY:

Scott Leaman,

Superintendent

**DEPARTMENT:** 

Administration

MEETING DATE:

April 5, 2016

AGENDA ITEM AREA: CONSENT AGENDA

**ENCLOSURES:** 

FINANCIAL INPUT/SOURCE:

N/A

Yes

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

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

- March 1, 2016 Regular Board of Trustee Meeting
- March 15, 2016 Regular Board of Trustee Meeting

#### **RECOMMENDATION:**

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

wp/rk/factform

#### Western Placer Unified School District

### Regular Meeting of the Board of Trustees

March 15, 2016, 7:00 P.M.

Creekside Oaks Elementary School – Multi-Purpose Room 2030 First Street, Lincoln, CA 95648

### MINUTES

2015-2016 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

#### **Board Members Present:**

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

#### Others Present:

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Scott Pickett, Principal
Mike Adell, Director of Facilities
Chuck Whitecotton, PHS Principal
Harpreet Chumber, School Representative
Carol Percy, Lincoln News Messenger

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

- 1. CALL TO ORDER Creekside Oaks Elementary School Multi-Purpose Room
- 2. COMMUNICATION FROM THE PUBLIC

#### 6:15 P.M.

- CLOSED SESSION Creekside Oaks Elementary School Library
  - 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 15/16.4

#### 3.4 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

Student Discipline/Expulsion Pursuant to E.C. 48918 Student Expulsion # 15-16 K

#### 7:00 P.M.

## 4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – Creekside Oaks - Multi-Purpose Room

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

#### 4.1 Page 9 - 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

No action was taken

## 4.2 Page 10 - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

No action was taken

#### 4.3 Page 11 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release Public Employee - CL 15/16.4

Mr. Long reported the board took action in closed session to approve the release of employee CL 15/16.4. It was a unanimous vote.

## 4.4 Page 12 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

Student Discipline/Expulsion Pursuant to E.C. 48918 Student Expulsion # 15-16 K

Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 5-0 vote to accept the panel's recommendation to expel student #15-16 K.

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

School Being Featured: Creekside Oaks Elementary School

Mr. Leaman introduced Mr. Pickett, Principal. He shared the Recess Rangers Program, and what the students do as Rangers. The students receiving certificate awards, have participated for the past two years during their 4<sup>th</sup> and 5<sup>th</sup> grade years. Mr. Leaman presented certificates to those students who were present.

Mr. Middleton, Vice Principal, and Teachers talked about YDI – (Youth Developments Institute). They covered the following Bucket Brigade projects:

- Safety
- · Relationship Program
- Rotary
- Recess Rangers
- Tours
- Youth Participation
- Community Development
- Skill Building
- Class list Posting Party
- Bucket Filler
- Buddy Bench
- Retirement Home Visits

Additional Bucket Brigade Projects the students are working on include; welcome bags, tour guides, school beautification, visit Villa del Rey Garden project. They shared how these projects have included involvement from students and staff.

#### 6. Page 17 - 53 CONSENT AGENDA

- 6.1 Certificated Personnel Report
- 6.2 Classified Personnel Report
- 6.3 Approval of Out of State Travel First Street, Principal Conference
- 6.4 Approval of Out of State Travel Phoenix High School, Outdoor Education
- 6.5 Ratification of Contract with Robinson Grading & Paving and WPUSD
- 6.6 Ratification of Agreement with Indoor Environmental Services and WPUSD
- 6.7 Ratification of Contract with AVID
- 6.8 Ratification of Agreement between San Joaquin Delta Community College District and the WPUSD

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

#### 7. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

#### 8. REPORTS & COMMUNICATION

▶ Lincoln High School Student Advisory, Harpreet Chumber shared the following:

- District Band day will be March 16<sup>th</sup>, and Choir day is March 17<sup>th</sup>
- Sports update
- > Western Placer Teacher's Association, Tara McCroskey had no report
- ➤ Western Placer Classified Employee Association, Mike Kimbrough, Gus Nevarez was present representing CSEA
- ➤ Superintendent, Scott Learnan shared the following:

#### **Minutes**

- Attended the Science Expo and it was well attended, there were great projects
- Nice to be at Creekside Oaks tonight
- Asked if anyone had noticed the multiple articles going out from Angie Brown
- District office hours will be 10:30 a.m. to 2:00 p.m. during Spring break
- Has done two sets of appeals, and all seems to be going really well.
- Be aware the district office elevator has been having problems during this week.

#### 

#### 9.1 Action

Page 55 – ACCEPTANCE OF BID AND APPROVE AWARDING
THE CONTRACT FOR WIRELESS EQUIPMENT AND
INSTALLATION AT WESTERN PLACER UNIFIED SCHOOL
DISTRICT SCHOOL SITES – Kilpatrick (15-16 G & O Component I, II, III, IV, V)

•With the increased capacity of technology devices used in the District, including Chromebooks, the current wireless reliability is overtaxed and at times intermittent in access. An upgrade is necessary to ensure constant and consistent wireless access for all students and employees throughout the district.

Audrey Kilpatrick presented a wireless equipment and installation bid for approval. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (Ayes: Long, Haley, Wyatt, Carras, Armitage No: None) vote to approve awarding the contract for wireless equipment and installation to H-Wire Technology Solutions.

#### 9.2 Action

Page 71 – ACCEPTANCE OF BID AND APPROVE AWARDING
THE CONTRACT TO DK ENTERPRISES INC., DBA: KING'S
ROOFING FOR THE ROOFING IMPROVEMENTS AT VARIOUS
CAMPUSES PROJECT – Adell (15-16 G & O Component I, II, III, IV, V)

•Scope of work includes, but not limited to; repair of decking, installation of insulation, installation of new roof systems and gutter systems, application of cool roof coating, repairing and deficiencies, and other required work indicated in the plans and specifications.

Mike Adell presented the Roofing bid for approval. Motion by Mr. Carras, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Long, Haley, Wyatt, Carras, Armitage No: None) vote to approve awarding the contract to DK Enterprises Inc., DBA: King's Roofing for the roofing improvements at various campuses.

#### 9.3 Action

Page 75 - 20015 - 16 SECOND INTERIM REPORT - Kilpatrick (15-16 G & O Component I, II, III, IV, V)

•The Second Interim budget report is a snapshot in time of the local educational agency's (LEA) revenue and expenditure forecasts for the current fiscal year as well as a projection of the two subsequent fiscal years. It is a time to adjust the budget based upon the enacted State Budget and subsequent trail bills, the closing of the prior fiscal year, and other factors that impact revenue and expenditures.

Audrey Kilpatrick presented a power point on the interim report. She reviewed the following:

- 2015-16 First Interim vs. Second Interim
- Major revenue changes to 2015-16 Budget since First Interim Budget
- Major Expenditure Changes to 2015-16 Budget since First Interim
- Enrollment Trends
- Contributions to Restricted Programs
- Multi-Year Budget Projections
- MYP Budget Assumptions Revenues
- MYP Budget Assumptions Expenditures
- Components of Fund Balance
- MYP Fund Balance Reserves

Motions by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (Ayes: Long, Haley, Wyatt, Carras, Armitage No: None) vote to approve the 2015-16 Second Interim Report.

#### 9.4 Discussion/ Action

Page 228 – EARLY RETIREMENT INCENTIVE PROGRAM
THROUGH THE PUBLIC AGENCY RETIREMENT SERVICES
(PARS), THE DISTRICT WOULD LIKE APPROVAL TO MOVE
FORWARD WITH PARS TO ADMINISTRATE THE
SUPPLEMENTARY RETIREMENT PLAN (SRP) FOR ELIGIBLE

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

•The Western Placer Unified School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage senior employees to retire.

Gabe Simon presented the PARS Program. He reported we have nineteen employees who are taking advantage of the program. Motion by Mr. Carras, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Long, Haley, Wyatt, Carras, Armitage No: None) roll call vote to approve the early retirement incentive program through the Public Agency Retirement Services (PARS).

#### 9.5 Discussion/ Action

Page 234 – COLLECTIVE BARGAINING AGREEMENT
BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION –

CHAPTER #741 – Simon (15-16 G & O Component I, II, III, IV, V)

•The Collective bargaining Agreement between the California School Employees Association – Chapter #741 and the Western Placer Unified School District is being submitted for ratification.

Gabe Simon presented the bargaining agreement. Motion by Mrs. Wyatt, seconded by Mr. Carras, and passed by a 5-0 (Ayes: Long, Haley, Wyatt, Carras, Armitage No: None) vote to approve collective bargaining agreement between Western Placer Unified School District and the California School Employee Association Chapter #741.

#### 9.6 Action

Minutes

#### Page 249 - ADOPTION OF REVISED/NEW POLICIES/ REGULATIONS/EXHIBITS - Leaman (15-16 G & O Component I, II, III,

•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/E 6163.4 - Student Use of Technology

Motion by Mr. Carras, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Long, Haley, Wyatt, Carras, Armitage No: None) vote to approve adoption of the revised policies/regulations/exhibits.

#### 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 <u>NOT</u> 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

Mrs. Wyatt attended the Anne Frank performance, kids did a great job, and the science expo was excellent.

Mr. Long attended education foundation meeting, April 5, 6, 7 and 8<sup>th</sup> are the Ole Dates. There have been bike and motorcycle problems with Ole property. Shared information on the Model A, as well as the high school applying for a charter on the model A vehicle.

Mr. Haley attended the foundation meeting, and shared that they discussed getting forms out earlier next year for grant money.

Mr. Carras glad to see the student involvement, and asked if SunCity volunteers are still participating at sites.

Mr. Armitage no report

#### 11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ April 5, 2016 7:00 P.M., Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

➤ April 19, 2016 7:00 P.M., Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

#### 12. ADJOURNMENT

There being no further business the meeting was adjourned at 8:33 p.m.

	Damian Armitage, President
	Paul Long, Clerk
	Scott Leaman, Superintendent
	Rosemary Knutson, Secretary to the Superintendent
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:	

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

Absent:

### Western Placer Unified School District

## Regular Meeting of the Board of Trustees

March 1, 2016, 7:00 P.M.

WPUSD District Office/City Hall Building-3<sup>rd</sup> Floor Conference Room 600 Sixth Street, Lincoln, CA 95648

#### MINITES

2015-2016 Goals & Objectives (G & 0) for the Management Team: Component II: Quality Student Performance; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

#### **Board Members Present:**

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

#### Others Present:

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Susan Watkins, Director of Special Education
Rosemary Knutson, Secretary to the Superintendent
Chuck Whitecotton, PHS Principal
Carol Percy, Lincoln News Messenger

#### 6:15 P.M. START

 CALL TO ORDER – WPUSD District Office/City Hall Bldg. – 3<sup>rd</sup> Floor Conference Room

#### 2. COMMUNICATION FROM THE PUBLIC

Jean Schumpett, teacher from Folsom Cordova, spoke in support of Ms. Cassady as previous coworker. She reviewed previous teaching experience. Feels placement might have been wrong, feels the district will lose a huge asset. Feels she should be under another administrator.

Michelle Hawc, co-worker with Ms. Cassady at GEMS, she read letters from colleagues in support of Ms. Cassady as stating she is a caring and supporting educator

The start of closed session started late due to the communication of the public regarding the non-re-elect of Ms. Cassidy. Left to close session at 6:42 p.m.

Molly Silva, fulltime release consulting, and professional development teacher from a nearby district. Spoke on behalf of Ms. Cassady, in support of overturning the non-reelection. She respectfully requested the board deny the non-reelect of Ms. Cassady, and feels the district needs to look at the administration at GEMS. Shared Ms. Cassady was a of Folsom Middle School teacher, she was involved Leadership: \$500,000.00 grant; California distinguished school award; and part of the National Blue Ribbon Title. She spoke highly of her leadership.

**Deborah Richardson**, Assistant Principal in Petaluma School District, 20 years ago, she was a past co-work with Ms. Cassady, and spoke on her leadership. She shared "this is a teacher you don't want to lose"

Angelique Cassady, handed out letter from students, parents, collogues. Speaking on her behalf regarding non-reelection. Comes from two blue ribbon schools, never had a bad evaluation, loved by students and parents, her experience at Glen Edwards has been a very different experience. Took the position, and was excited to be working with the students, and working in Lincoln. No curriculum was given, taught three different grade levels, plus English class. Classes were like family. Students felt success in my class. It all started with the Vice Principal in observation meeting in February, felt attacked by attitude and teaching. Went to the Principal, additional issues with the principal, felt the Vice Principal was showing bias. She shared the Principal had concerns with her observation, and contacted the union representative with concerns of her observation. Meetings were held, this does not sound like a positive evaluation, a teacher should be given ample time and given improvement plans to make changes. She felt it very unethical and very unprofessional the way she has been treated by administration, and was offered to resign. She decided not to resign because she wanted to stand up for herself and for the way she has been treated unjustly. She has devoted her adult life to making a difference, and loves working with students in the Lincoln community. She feels she has been treated badly in her own home town, she has lived her for 10 years, and her own daughter attends Lincoln schools. She is baffled as to where the false accusations are coming from and as to why she is being targeted and bullied and harassed by the administration at GEMS. She asked that the school board take a look at the details surrounding her situation and consider the non-reelection. This decision not only affects her job but it also affects her teaching career. "I love my job and my students, and I deserve a second chance to prove the caliber of teacher I am"

#### 6:20 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

- a. Public Employee Employment/Discipline/Dismissal/Release Resolution No. 15/16.15 Authorizing the Non Re-Election of Certificated Probationary Employees
- b. Public Employee Employment/Discipline/Dismissal/Release Resolution No. 15/16.16 Authorizing the Release of Temporary Employees

#### 7:00 P.M.

#### **Minutes**

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

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

#### 4.1 Page 8 - 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

No action was taken

## 4.2 Page 9 - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

No action was taken

#### 4.3 Page 10 - PERSONNEL

 a. Public Employee Employment/Discipline/Dismissal/Release – Resolution No. 15/16.15 Authorizing the Non Re-Election of Certificated Probationary Employees

Mr. Long reported the board took action in closed session to approve Resolution 15/16.15 authorizing the non-re-election of one (1) probationary certificated employee at the end of 2015-16 school year, and authorizing the District administration to serve required notices pursuant to Education Code section 44929.21. It was a 5-0 (Ayes: Carras, Haley, Long, Wyatt, Armitage No: None) roll call vote in favor. This Resolution authorizes the removal of employee 15/16.CE.1 (b) with this action. This was a unanimous decision.

b. Public Employee Employment/Discipline/Dismissal/Release – Resolution No. 15/16.16 Authorizing the Release of Temporary Employees

Mr. Long reported the board took action in closed session to approve Resolution 15/16.16 authorizing the release of four (4) temporary certificated employees at the end of the 2015-16 school year and authorizing the District administration to serve required notices pursuant to education Code section 44954. It was a 5-0 (Ayes: Carras, Haley, Long, Wyatt, Armitage No: None) roll call vote in favor.

#### 5. Page 13-53 - CONSENT AGENDA

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Meeting Minutes for:
  - February 2, & February 16, 2016 Regular Board of Trustee Meeting
- 5.4 Approval of Warrants

- 5.5 Unpaid Leave of Absence Request
- 5.6 Ratification of Agreement with Health-e Pro and WPUSD
- 5.7 Ratify Public Relations Campaign Proposal Angeion Consulting and WPUSD

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

#### 6. COMMUNICATION FROM THE PUBLIC

Marilou Edwards, LHS teacher talked about the upcoming Science Expo, She introduced the Project Managers, and these three run the expo.

Lauren Edwards, talked about what the Science Expo is. The Day Expo is open to the 3<sup>rd</sup> graders, and the Night Expo who there are 50 plus projects, which will include Ag. Student will bring animals, Robotics, welding projects, three D printing, and other booths.

**Daniel Loy**, student at LHS shared this is the 11<sup>th</sup> annual Expo, 3<sup>rd</sup> graders attend day Expo. Shared the growth of the Expo over the years. Two Expos, day and night, raffle tickets. Several LHS classes are required to participate in the expo. He shared his experience while he attended 3<sup>rd</sup> grade at CCC.

Harpreet Chumber shared there are two expos. To make the night expo fun, they are selling raffle tickets, and all proceeds will go to student scholarships.

**Debra Morrison**, GEMS teacher is here in support of a co-worker, has had the pleasure of working with Ms. Cassidy. Even though she received a noticed, and I really love about her is that she continues to plan, and do what is best for kids, her professionalism has continued.

#### 7. REPORTS & COMMUNICATION

➤ Lincoln High School Student Advisory – Harpreet Chumber

- This is Wellness week at LHS with various activities all week
- The Drama class will be presenting "The Diary of Anne Frank" for the next two Fridays and Saturdays.
- Next Thursday, day and night Science Expo
- Sports update
- Thanked the board for all they do
- The restroom locks have been fixed at LHS

> Western Placer Teacher's Association, Tara McCroskey shared she has been thinking a lot of what to say at this time. Would like to share two things with the board tonight, the story that was told, and thanked the board for listening to that member's story, and the stories of those who supported her. There are details in the story the WPTA leadership is greatly concerned by.

➤ Western Placer Classified Employee Association – Mike Kimbrough, not present ➤ Superintendent - Scott Leaman

- Gave an update on the Morgan Hill Lawsuit against CDE, regarding the release of student records. There is information on the website.
- Planning for next year, looked at projections, will also start looking at staffing
- Talked about the vision survey, over 400 people took the survey
- Measure "A" update, we need to get more specific information to the high school. Improvements are positive with much construction ahead.
- CDE has approved the additional site by the library, working on new signs

• Appreciates working with the associations, very positive, new 3 year contract with CSEA. Very good working with them.

#### 

## 8.1 Discussion/

# Page 55 - CONSIDER APPROVAL OF TENTATIVE AGREEMENT BETWEEN WPUSD AND WPTA REGARDING ARTICLE XV WORK YEAR CALENDAR FOR THE 2016-17 SCHOOL YEAR -

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

•A tentative agreement has been reached between WPUSD and WPTA on the portion of Article XV — Work Year 2016-2017 as outlined in the attached document as it relates to the school calendar. This tentative agreement for the 2016-2017 school year for WPTA employees has been ratified by the WPTA membership.

Gabe Simon presented the tentative agreement between WPUSD and WPTA for approval. Motion Mr. Long, seconded by Mrs. Wyatt and passed 5-0 (Ayes: Carras, Haley, Long, Wyatt, Armitage No: None) vote to approve the tentative agreement between WPUSD and WPTA regarding Article XV — Work Year Calendar for 2016-2017 school year. Mr. Leaman shared some of the changes, such as moving district day during the school year, which is a positive, and still waiting on another MOU for early release.

#### 9. BOARD OF TRUSTEES

#### 9.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are <u>NOT</u> 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
- · Community Information Breakfast
- Special-Education-Update

#### 9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley had no report

Mrs. Wyatt reported on the Social Media Sex Trafficking presentation, attended a dinner on Friday and received a plaque that was presented to the district from the baseball team. Selling tickets for the Sheridan Spring Fling.

Mr. Long asked about the uniform situation for the track team at LHS. Administration assured him the team uniforms have been purchased. Magazine for the Model A are being donated to LHS from a woman in San Diego.

Mr. Carras talked about Scott's weekly update, and revised the Interdistrict appeal information, and discussed his concern of providing transportation.

Mr. Armitage had no report

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

**Minutes** 

The President will establish the following meeting(s):

➤ March 15, 2016 7:00 P.M., Regular Meeting of Board of Trustees – Creekside Oaks School, Performing Arts Building

#### 11. ADJOURNMENT

There being no further discussion, the meeting was adjourned at 8.01 p.m.

	Damian Armitage, President
	Paul Long, Clerk
	Scott Leaman, Superintendent
	Rosemary Knutson, Secretary to the Superintendent
Adopted:	
Ayes:	
Noes:	

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

Absent:

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

#### DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

DEPARTMENT:

**Business Services** 

MEETING DATE:

April 5, 2016

AGENDA ITEM AREA:

Consent Agenda

**ENCLOSURES:** 

Warrants may be found at www.wpusd.k12.ca.us

FINANCIAL INPUT/SOURCE:

N/A

**ROLL CALL REQUIRED:** 

N/A

#### **BACKGROUND:**

The Board of Trustees will consider approval of warrants paid since the March 1, 2016 board meeting.

#### **RECOMMENDATION:**

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

	Check			Fund	Expensed	Check
Check Number	Date	Pay to the Order of		Object	Amount	Amount
85482882	03/18/2016	T&TA		01-5560		19.20
85482883	03/18/2016	CITY OF LINCOLN / PG&E RE	IMB	01-5510		1,891.32
85482884	03/18/2016	PACIFIC GAS & ELECTRIC C	0	01-5510		49,568.61
85482885	03/18/2016	SPURR		01-5530		12,687.96
85482886	03/18/2016	CROWN DISTRIBUTING INC.		13-4380		814.70
85482887	03/18/2016	DANIELSEN COMPANY		13-4380	262.58	
				13-4710	3,218.12	
				Unpaid Sales Tax	2.04-	3,478.66
85482888	03/18/2016	EARTHGRAINS BAKING CO I	NC	13-4710		543.99
85482889	03/18/2016	GOLD STAR FOODS, INC		13-4710		7,781.59
85482890	03/18/2016	PAPA MURPHY'S D INC.	OUGH BOY FRESH	13-4710		2,264.00
35482891	03/18/2016	PIZZA GUYS		13-4710		660.48
35482892	03/18/2016	SCHOOL SPECIALTY INC		01-4300		1,703.08
35482893	03/18/2016	TRINITY FRESH		13-4710		342.78
85482894	03/18/2016	Krystal G. Arnold		01-5200		41.04
85482895	03/18/2016	Julie A. Stuckey		01-4300		68.7
85482896	03/18/2016	AIRGAS		01-4300		67.9
35482897	03/18/2016	ANGELINA BROWN - DBA CONSULTING	ANGEION	01-5800		2,560.20
35482898	03/18/2016	APPERSON INC.		01-4300		94.7
35482899	03/18/2016	ATHLETICS UNLIMITED		01-4300		37.3
35482900	03/18/2016	BLACK DOG GRAPHICS		01-4300		139.2
35482901	03/18/2016	CASCADE ATHLETIC SUPPL	Y CO	01-4300	18.90	
				Unpaid Sales Tax	.90-	18.0
35482902	03/18/2016	CDW GOVERNMENT INC		01-4300		21,956.3
35482903	03/18/2016	CLEMENTINE PHOTO BOOT	HS LLC	01-5600		237.5
35482904	03/18/2016	COAST TO COAST PRODUCTS	COMPUTER	01-4300		56.9
35482905	03/18/2016	DEMCO MEDIA		01-4300		35.40
5482906	03/18/2016	DISCOUNT MAGAZINE SUB	SERVICE	01-4300		183.7
5482907	03/18/2016	DISCOVERY OFFICE SYSTEM	MS	01-4300	208.46	
				01-4400	1,087.90	
				01-5600	281.35	
				01-5800	66.67	1,644.38
5482908	03/18/2016	EXCEL PHOTOGRAPHERS		01-4300		2,681.0
5482909	03/18/2016	FOLLETT SCHOOL SOLUTIO	NS, INC.	01-4200		2,663.2
5482910	03/18/2016	LAKESHORE LEARNING MAT	TERIALS	01-4300		832.0
5482911	03/18/2016	LAMINATION DEPOT		01-4300		44.7
5482912	03/18/2016	MJB WELDING SUPPLY, INC.		01-4300		161.2
5482913	03/18/2016	NASCO MODESTO		01-4300		239.9
5482914	03/18/2016	OFFICE DEPOT		01-4300		180.7
5482915	03/18/2016	PCOE - PLACER CO OFFICE	OF ED	01-4300		87.5
5482916	03/18/2016	PERIPOLE - BERGERAULT IN	IC	01-4300		1,557.8
5482917	03/18/2016	PJ'S MAIL & PARCEL SERVIC	E	01-4300		25.2
5482918	03/18/2016	PLACER COUNTY MUSEUMS	DIVISION	01-5800		640.0
5482919	03/18/2016	REALLY GOOD STUFF		01-4300		89.3

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

022 - Western Placer Unified School District

ESCAPE FOR WARRE

Checks Dated (	03/18/2016					2500
Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85482920	03/18/2016	ROCKLIN COMMUNITY THEATR	Œ	01-5800		535.00
85482921	03/18/2016	SCHOOL SPECIALTY INC		01-4300	19.95	
				01-4400	333.90	353.85
85482922	03/18/2016	SIERRA HAY & FEED		01-4300		573.47
85482923	03/18/2016	SPARK PROGRAM		01-4100		321.43
85482924	03/18/2016	STAPLES ADVANTAGE		01-4300	4,446.66	
				01-4400	1,236.24	5,682.90
85482925	03/18/2016	SURVEILLANCE SYSTEM INT		01-4400		5,581.96
85482926	03/18/2016	SUTTER CO SUPERINTENDENT	r	01-4300		705.00
85482927	03/18/2016	THE COLLEGE BOARD		01-4300		750.00
85482928	03/18/2016	U.S. BANK NATIONAL ASSOCIA BANCORP PURCHASING CARD		01-4100	831.05	
				01-4300	483.75	
				01-4400	832.00	
				01-5200	415.15	
				01-5821	21.00	
				13-4710	95.58	
				25-5200	35.05	2,713.58
85482929	03/18/2016	WAVE BROADBAND		01-4300		8.02
85482930	03/18/2016	Kerry W. Beltram		01-5200		22.68
85482931	03/18/2016	Vincent R. Hurtado		01-5200		382.17
85482932	03/18/2016	Clelia Jocoy		01-4300		100.60
85482933	03/18/2016	Christina J. Johnson		01-5200		273.57
85482934	03/18/2016	Barbara S. Morebeck		01-4300		70.13
85482935	03/18/2016	Katelynn A. Myers		01-5200		195.51
85482936	03/18/2016	Clinton J. Nelson		01-5200		951.10
85482937	03/18/2016	Keyonna M. Williams		01-5200		62.10
85482938	03/18/2016	ACI SPECIALTY BENEFITS ENTERPRISES INC	ACI	01-3901		2,475.00
85482939	03/18/2016	AIRGAS		01-4300		24.00
85482940	03/18/2016	CDW GOVERNMENT INC		01-4300		1,028.48
85482941	03/18/2016	DECKER EQUIPMENT		01-4300	140.88	
				Unpaid Sales Tax	8.63-	132.25
85482942	03/18/2016	FERGUSON ENTERPRISES #68	6	01-4300		322.96
85482943	03/18/2016	FOLLETT EDUCATIONAL SERVI	ICES	01-4100		15,365.50
85482944	03/18/2016	FOLLETT SCHOOL SOLUTIONS	, INC.	01-4100		7,341.49
85482945	03/18/2016	GRAINGER .		01-4300		1,159.19
85482946	03/18/2016	HARCOURT INC HOUM	GHTON	01-4300		304.91
85482947	03/18/2016		AINTENENCE,	01-4300		188,13
85482948	03/18/2016	HORIZON		01-4300		133.39
85482949	03/18/2016	HOUGHTON MIFFLIN COMPANY	Y	01-4100		58.72
85482950	03/18/2016	INTEGRATED FIRE SYSTEMS IN		01-5600		371.00
85482951	03/18/2016	J.W. PEPPER & SON INC		01-4100		277.36
85482952	03/18/2016	JABBERGYM INC.		01-5800		6,626.25
85482953	03/18/2016	KIMBALL MIDWEST		01-4300		37.36
85482954	03/18/2016	KRONICK MOSKOVITZ TIEDEMA	ANN	01-5810		110.00
·		issued in accordance with the Distri			ESCAPE	
· · · · · · · · · · · · · · · · · · ·		ommended that the preceding Check	•		PATE OF THE TANK E A F TANK	Page 2 of 4

	Check		Fund	Expensed	Check
Check Number	Date	Pay to the Order of	Object	Amount	Amount
85482955	03/18/2016	LOOMIS UNION SCHOOL DISTRICT	01-4300		482.00
85482956	03/18/2016	LOWE'S	01-4300		1,961.18
85482957	03/18/2016	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,155.00
85482958	03/18/2016	LPA INC.	01-5800	2,661.80	
			21-6210	1,200.00	3,861.80
85482959	03/18/2016	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		7,121.76
85482960	03/18/2016	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,864.50
85482961	03/18/2016	MEDICAL BILLING TECHNOLOGIES	01-5800		125.50
85482962	03/18/2016	MISSION UNIFORM SERVICE INC	01-4300	75.26	
			01-5800	1,586.30	1,661.56
85482963	03/18/2016	ODYSSEY LEARNING CENTER, INC.	01-5800		7,514.87
85482964	03/18/2016	PCOE - PLACER CO OFFICE OF ED	01-5800	5,076.30	
			01-7142	353.50	5,429.80
85482965	03/18/2016	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-5800		3,191.96
85482966	03/18/2016	PESI HEALTHCARE	01-5200		599.97
85482967	03/18/2016	PJ'S MAIL & PARCEL SERVICE	01-5800		83.19
85482968	03/18/2016	PLACER COUNTY SELPA	01-5200		1,350.00
85482969	03/18/2016	RAY MORGAN CO. / CHICO	01-4300		449.89
85482970	03/18/2016	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		189.47
85482971	03/18/2016	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-5600		114.21
85482972	03/18/2016	SCHOLASTIC MAGAZINE	01-4300		2,528.46
85482973	03/18/2016	SIERRA FOOTHILLS ACADEMY	01-5800		33,265.82
85482974	03/18/2016	SIERRA OFFICE SUPPLIES &	01-4300		114.79
85482975	03/18/2016	SITEONE LANDSCAPE SUPPLY	01-4300		268.51
85482976	03/18/2016	STATE OF CALIFORNIA - DOJ	01-5821		175.00
85482977	03/18/2016	SUTTER MEDICAL FOUNDATION	01-5800		108.00
85482978	03/18/2016	TECH RESTORE INC	01-4300		184.41
85482979	03/18/2016	UNIVERSAL SPECIALTIES, INC.	01-4300		131.32
85482980	03/18/2016	WALLACE-KUHL & ASSOCIATES	21-5800		3,507.50
85482981	03/18/2016	WESTERN PLACER WASTE	01-5540		272.91
85482982	03/18/2016	WPUSD - WESTERN PLACER USD	76-9554		204.44
		Total Number of CI	necks	101	252,257.72

#### **Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	92	231,338.48
13	Cafeteria Fund	8	15,983.82
21	Building Fund #1	2	4,707.50
25	Capital Facilities Fund	1	35.05
76	Payroll Fund	1	204,44

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

ESCAPE Page 3 of 4

#### **Board Report**

Checks Dated (	03/18/2016					
Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
		Total Number of Checks	101		252,269.29	
		Less Unpaid Sales Tax Liability			11.57-	
		Net (Check Amount)			252,257.72	

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

ESCAPE PONTON Page 4 of 4

Checks Dated (	03/11/2016				
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85481354	03/11/2016	JIVE COMMUNICATIONS, INC.	01-5560		265.17
85481355	03/11/2016	PACIFIC GAS & ELECTRIC CO	01-5510		1,002.01
85481356	03/11/2016	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85481357	03/11/2016	WAVE BROADBAND - ROCKLIN	01-5560		13,091.37
85481358	03/11/2016	Abigail C. Castillo	01-4300	10.84	
			01-5200	169.02	179.86
85481359	03/11/2016	Linda S. Lucas	01-4300		19.84
85481360	03/11/2016	CROWN DISTRIBUTING INC.	13-4380		1,201.68
85481361	03/11/2016	D & P CREAMERY	13-4710		7,711.65
85481362	03/11/2016	DANIELSEN COMPANY	13-4380	127.31	
			13-4710	4,971.45	5,098.76
85481363	03/11/2016	EARTHGRAINS BAKING CO INC	13-4710		605.30
85481364	03/11/2016	GOLD STAR FOODS, INC	13-4710		6,965.92
85481365	03/11/2016	MISSION UNIFORM SERVICE INC	13-5800		732.88
85481366	03/11/2016	ORIENTAL TRADING COMPANY INC	01-4300	346.51	
			Unpaid Sales Tax	22.12-	324.39
85481367	03/11/2016	PIZZA GUYS	13-4710		2,103.51
85481368	03/11/2016	PLACER CO ENVIRONMENTAL HEALTH	13-5200		279.00
85481369	03/11/2016	SAFEWAY INC	01-4300		123.53
85481370	03/11/2016	SCHOOL SPECIALTY INC	01-4300		285.63
85481371	03/11/2016	TRINITY FRESH	13-4710		455.43
85481372	03/11/2016	Cynthia A. Cygan	01-5200		29.16
85481373	03/11/2016	Timothy C. Kerrigan	01-4300		181.97
85481374	03/11/2016	Norma P. Lazaro	01-4300		449.50
85481375	03/11/2016	Valerie L. Smith	01-4300		40.84
85481376	03/11/2016	ADVENTURE TO FITNESS, LLC	01-4300	71.33	
			Unpaid Sales Tax	5.40-	65.93
85481377	03/11/2016	APPLE COMPUTER INC	01-4400		2,071.70
85481378	03/11/2016	AUTISM-PRODUCTS.COM	01-4300	114.12	
			Unpaid Sales Tax	7.27-	106.85
85481379	03/11/2016	B&H PHOTO VIDEO	01-4300	5,335.91	
			Unpaid Sales Tax	372.28-	4,963.63
85481380	03/11/2016	BURKETT'S OFFICE	01-4300		6,459.78
85481381	03/11/2016	CAMFEL PRODUCTIONS INC	01-5800		990.00
85481382	03/11/2016	CDW GOVERNMENT INC	01-4300		159.53
85481383	03/11/2016	CHEVRON	01-4300		164.08
85481384	03/11/2016	CHRISTOPHER E. AMBROSI - DBA MASTER GRINDING & SECURITY LLC	01-4300	737.63	
0010100		Brok Briggs Bostonia	Unpaid Sales Tax	50.63-	687.00
85481385	03/11/2016	DICK BLICK COMPANY	01-4300		297.47
85481386	03/11/2016	DIRECT PRESS 2	01-4300		421.07
85481387	03/11/2016	DISCOVERY OFFICE SYSTEMS	01-4300		335.24
85481388	03/11/2016	EASTBAY INC.	01-6400		16,715.18
85481389	03/11/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		343.31
85481390	03/11/2016	FORESTRY SUPPLIERS INC	01-4300	632.34	
05404004	0011110010		Unpaid Sales Tax	44.13-	588.21
85481391	03/11/2016	GREENFIELD LEARNING INC	01-5800		9,350.00
The preceding Che	cks have been	issued in accordance with the District's Policy and a	uthorization	ESCAPE	000000000000000000000000000000000000000

022 - Western Placer Unified School District

of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 0	3/11/2016				
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85481392	03/11/2016	HAWKINS OFFICIATING SERVICE	01-5800		610.00
85481393	03/11/2016	LAKESHORE LEARNING MATERIALS	01-4300		32.23
85481394	03/11/2016	LINCOLN HIGH SCHOOL	01-5800		195.00
85481395	03/11/2016	LOWE'S	01-4300		108.00
85481396	03/11/2016	MJB WELDING SUPPLY, INC.	01-4300		277.50
85481397	03/11/2016	OFFICE DEPOT	01-4300		1,249.95
85481398	03/11/2016	ORIENTAL TRADING COMPANY INC	01-4300	540.61	
			Unpaid Sales Tax	34.22-	506.39
85481399	03/11/2016	PC & MacExchange	01-4400		2,685.35
85481400	03/11/2016	PESI HEALTHCARE	01-5200		119.99
85481401	03/11/2016	POSTMASTER / TBMS	01-4300		147.00
85481402	03/11/2016	PRINT TO MAIL	01-4300		219.20
85481403	03/11/2016	PROJECT LEAD THE WAY INC	01-4300		139.75
85481404	03/11/2016	RAY MORGAN CO. / CHICO	01-5600		302.17
85481405	03/11/2016	RICHARDS INSTITUTE OF EDUCATION & RESEARCH	01-5200		1,770.00
85481406	03/11/2016	RIEBES AUTO PARTS	01-4300		726.88
85481407	03/11/2016	RISO PRODUCTS OF SAC INC	01-4300		1,032.35
85481408	03/11/2016	ROSEVILLE THEATER ARTS ACADEMY	01-5800		50.00
85481409	03/11/2016	SAFEWAY INC	01-4300		159.22
85481410	03/11/2016	SALT SOFTWARE, LLC	01-4300	226.15	
			Unpaid Sales Tax	15.08-	211.07
85481411	03/11/2016	SEE'S CANDY	01-4300		2,947.47
85481412	03/11/2016	SOCIAL SKILL BUILDER, INC.	01-4300		98.99
85481413	03/11/2016	STATE STREET PRODUCTS LLC	01-4300	184.69	474.00
0510111	004440040	LICENTED LOUIS AND	Unpaid Sales Tax	12.89-	171.80
85481414	03/11/2016	WESTERN BLUE AN NWN COMPANY	01-4300		4,647.70
85481415	03/11/2016	WESTERN TOOL SUPPLY	01-4300		509.24
85481416	03/11/2016	Clelia Jocoy	01-4300		107.55
85481417	03/11/2016	Amy L. Pettersen	01-5200		28.50
85481418	03/11/2016	Nancyann M. Rowell	01-5200		122.04
85481419	03/11/2016	Jennifer T. Sperber	01-5200		262.46
85481420	03/11/2016	ANYWHERE CART	01-4400	1 242 06	1,342.68
85481421	03/11/2016	APPLE INC.	01-4300 01-4400	1,343.86 514.93	4 959 70
85481422	03/11/2016	BARNES & NOBLE BOOKSTORES	01-4300	514.95	1,858.79 107.29
85481423	03/11/2016	BUS WEST - FRESNO	01-4365		173.21
85481424	03/11/2016	CAPITOL CLUTCH AND BRAKE INC	01-4365		667.63
85481425	03/11/2016	CAPITOL PUBLIC FINANCE GROUP	49-5800		3,950.00
85481426	03/11/2016	CAVENDISH SQUARE PUBLISHING	01-4100		1,256.68
85481427				12,822.75	1,200.00
0040 1421	03/11/2016	CDW GOVERNMENT INC	01-4300 01-4400	1,047.94	12 970 60
85481428	03/11/2016	CITY OF LINCOLN/NON UTILITY	01-4300	1,047.34	13,870.69 435.00
85481429	03/11/2016	CROWE HORWATH LLP			
			01-5811		5,575.00
85481430 85481431	03/11/2016	DISABILITY ACCESS CONSULTANTS	01-5800		6,950.00
O040 (40 (	03/11/2016	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,644.93

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ESCAPE Page 2 of 4

	3/11/2016			F	Check
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Amount
85481432	03/11/2016	DISCOVERY OFFICE SYSTEMS	01-5600		134.72
85481433	03/11/2016	GCR TIRES & SERVICE	01-4360		1,877.41
85481434	03/11/2016	GRAINGER.	01-4300		50.36
85481435	03/11/2016	HANKIN SPECIALTY ELEVATORS INC	01-5600	245.67	
			01-5800	204.33	450.00
85481436	03/11/2016	HOLT OF CALIFORNIA	01-5600		808.89
85481437	03/11/2016	INTEGRATED FIRE SYSTEMS INC	01-5600		698.69
85481438	03/11/2016	J & J SCREEN & GLASS	01-5600		452.88
85481439	03/11/2016	J.W. PEPPER & SON INC	01-4100		414.01
85481440	03/11/2016	JABBERGYM INC.	01-5800		5,153.75
85481441	03/11/2016	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		53.16
85481442	03/11/2016	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		1,201.75
85481443	03/11/2016	KRONICK MOSKOVITZ TIEDEMANN	01-5810		1,571. <del>9</del> 0
85481444	03/11/2016	LOZANO SMITH, LLP	01-5810	2,716.76	
			21-5810	79.50	
			25-5810	1,166.00	3,962.26
85481445	03/11/2016	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		353.92
85481446	03/11/2016	MAYER-JOHNSON LLC	01-4300	438.93	
			Unpaid Sales Tax	29.93-	409.00
85481447	03/11/2016	MEDICAL BILLING TECHNOLOGIES	01-5800		214.75
85481448	03/11/2016	NAVIA BENEFIT SOLUTIONS	01-5800		154.00
85481449	03/11/2016	OFFICE DEPOT	01-4300		243.92
85481450	03/11/2016	PLACER COUNTY SELPA	01-5200		300.00
85481451	03/11/2016	PLACER COUNTY CLERK-RECORDER ELECTIONS DIVISION	01-6250		50.00
85481452	03/11/2016	PLACER COUNTY TREASURER TAX COLLECTOR	01-5800		3,290.19
85481453	03/11/2016	PLACER LEARNING CENTER	01-5800		49,552.45
85481454	03/11/2016	PURCHASE POWER	01-4300		4,207.75
85481455	03/11/2016	PYRAMID EDUCATIONAL	01-4300		336.94
85481456	03/11/2016	QUALITY SOUND SYSTEMS	01-5800		330.00
85481457	03/11/2016	RAY MORGAN CO. / CHICO	01-5600		16.05
85481458	03/11/2016	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	1,294.74	
			01-5600	840.65	2,135.39
85481459	03/11/2016	RIEBES AUTO PARTS	01-4365		1,095.41
85481460	03/11/2016	SCHOLASTIC TEACHING RESOURCES	01-4100		174.60
85481461	03/11/2016	SIERRA OFFICE SUPPLIES &	01-4300		801.99
85481462	03/11/2016	STINEMAN'S FARM SUPPLY	01-4300		105.10
85481463	03/11/2016	SWRCB/STATE WATER RESOURCES	01-5800		1,282.00
85481464	03/11/2016	UNIVERSAL SPECIALTIES, INC.	01-4300		774.41
85481465	03/11/2016	WEATHERPROOFING TECHNOLOGIES	01-5600		2,200.00
	JOI 1 III.O 10	THE STREET STREET STREET			_,
85481466	03/11/2016	YOUTH DEVELOPMENT NETWORK	01-5800		2,000.00

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

ESCAPE

#### ReqPay12a

Checks Dated 03/11/2016		
Check Fund Check Number Date Pay to the Order of Objec		pensed Check Amount Amount
Total Number of Checks	114	229,453.86

#### **Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	104	199,698.18
13	Cafeteria Fund	9	25,154.13
21	Building Fund #1	1	79.50
25	Capital Facilities Fund	1	1,166.00
49	Mello Roos Capital Projects	1	3,950.00
	Total Number of Checks	114	230,047.81
	Less Unpaid Sales Tax Liability		593.95-
	Net (Check Amount)		229,453.86

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85479885	03/04/2016	CROWN DISTRIBUTING INC.	13-4380		913.05
85479886	03/04/2016	DANIELSEN COMPANY	13-4380	134.97	
			13-4710	3,603.05	
			Unpaid Sales Tax	4.08-	3,733.94
85479887	03/04/2016	EARTHGRAINS BAKING CO INC	13-4710		567.51
85479888	03/04/2016	GOLD STAR FOODS, INC	13-4710		7,138.25
85479889	03/04/2016	IMAX THEATER	01-5800		792.00
85479890	03/04/2016	PIZZA GUYS	13-4710		2,165.00
85479891	03/04/2016	SLIC CO-OP LEAD DISTRICT	13-5800		50.00
85479892	03/04/2016	TRINITY FRESH	13-4710		527.23
85479893	03/04/2016	VALLEJO CITY UNIFIED SD SLIC CO-OP LEAD DIST STU NUTRITION	13-5800		184.60
85479894	03/04/2016	YAFFEE, INC.	13-4400		5,376.72
85479895	03/04/2016	Lynne D. Emmerling	01-4300		32.64
85479896	03/04/2016	Gregg Law	01-5200		21.60
85479897	03/04/2016	Jennifer D. Nelson	01-5800		81.89
85479898	03/04/2016	Karen A. Roberts	01-4300		57.44
85479899	03/04/2016	AMERIGAS PROPANE LP	01-4300		292.80
85479900	03/04/2016	BANK OF AMERICA #5124 BUSINESS CARD	01-4300	2,529.24	
			01-5200	6,001.19	
			01-5800	1.00	8,531.43
85479901	03/04/2016	BIO CORPORATION	01-4300	498.95	
			Unpaid Sales Tax	29.77-	469.18
85479902	03/04/2016	BIO RAD LAB	01-4300		310.85
85479903	03/04/2016	BUREAU OF EDUCATION & RESEARCH	01-5200		245.00
85479904	03/04/2016	CALTRONICS BUSINESS SYSTEMS	01-5600		91.80
85479905	03/04/2016	CDW GOVERNMENT INC	01-4300	418.77	
			01-4400	1,266.87	1,685.64
85479906	03/04/2016	CENTER UNIFIED SCHOOL DIST	01-5800		400.00
85479907	03/04/2016	DEMCO MEDIA	01-4300		374.40
85479908	03/04/2016	DIRECT PRESS 2	01-4300		798.19
85479909	03/04/2016	DISCOUNT MAGAZINE SUB SERVICE	01-4300		79.80
85479910	03/04/2016	DISCOUNT SCHOOL SUPPLY	01-4300		124.42
85479911	03/04/2016	DISCOVERY OFFICE SYSTEMS	01-4300		603.21
85479912	03/04/2016	DOLLAMUR SPORT SURFACES	01-4300	400.00	
			01-4400	10,364.75	
			Unpaid Sales Tax	678.75-	10,086.00
85479913	03/04/2016	EAI EDUCATION ERIC ARMIN INC.	01-4300	47.80	
			Unpaid Sales Tax	2.85-	44.95
85479914	03/04/2016	EASTBAY INC.	01-6400		5,265.35
85479915	03/04/2016	ENCORE DATA PRODUCTS, INC.	01-4300		427.85
85479916	03/04/2016	ENTERPRISE RENT A CAR	01-5800		130.61
85479917	03/04/2016	FAR WEST RENTS & READY MIX	01-4300		18.81
85479918	03/04/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		528.31
85479919	03/04/2016	GREENFIELD LEARNING INC	01-4300	1,600.00	
			01-5800	1,600.00	3,200.00
85479920	03/04/2016	GROTH MUSIC	01-4300	240.04	
The preceding Che	cks have been	issued in accordance with the District's Policy and au ommended that the preceding Checks be approved.		arter to an arrangement of the second	Page 1

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Generated for Tammy Sommer (TAMMY), Mar 4 2016 8:48AM

heck Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amoun 224.97
5479921	03/04/2016	INTER-STATE STUDIO	& PUBLISHING	Unpaid Sales Tax 01-4300	15.07-	2,154.67
		CO.				101 46
5479922	03/04/2016	INTERACT SCHOOL SERVICE	SOCIAL STUDIES	01-4300		101.46
5479923	03/04/2016	LINCOLN HILLS GOLF	CLUB	01-5800		200.00
5479924	03/04/2016	MIKALAI KALMAN		01-5800		2,947.96
5479925	03/04/2016	MUSIC IN MOTION		01-4300	378.35	05.4.00
				Unpaid Sales Tax	24.15-	354.20
5479926	03/04/2016	NASCO MODESTO		01-4300	00.04	882.07
5479927	03/04/2016	NSTA		01-4300	88.31	82.9°
				Unpaid Sales Tax	5.40-	707.8
5479928	03/04/2016	OFFICE DEPOT		01-4300		1,342.6
5479929	03/04/2016	PC & MacExchange	240.00	01-4400		490.5
5479930	03/04/2016	RISO PRODUCTS OF		01-4300		930.0
5479931	03/04/2016	SACRAMENTO CO OF		01-5200		1,403.2
5479932	03/04/2016	SIERRA OFFICE SUPF		01-4300		250.0
5479933	03/04/2016	SUPERIOR REGION C		01-5200		
5479934	03/04/2016	SUTTER CO SUPERIN		01-4300	470.00	180.0
5479935	03/04/2016	TEACHERS PAY TEAC	CHERS	01-4300	176.03 5.53-	170.5
F. 470000	00/04/0040	THE LATING EASONS		Unpaid Sales Tax 01-4300	5.55-	396.2
5479936	03/04/2016	THE LATINO FAMILY		01-4400		2,499.9
5479937	03/04/2016	THE MUSIC YARD	N DAY AFFIAF	01-5800		638.2
5479938	03/04/2016	THEATREWORKS/USA		01-4400		1,051.3
5479939	03/04/2016	TWELVE BRIDGES MI		01-4300		2,362.2
5479940	03/04/2016	WESTERN TOOL SUP	PLT	01-5200		152.2
5479941	03/04/2016	Amanda Y. Gee		01-4300		86.4
5479942	03/04/2016	Vincent R. Hurtado				24.8
5479943	03/04/2016	Clelia Jocoy		01-4300		39.4
5479944	03/04/2016	Katelynn A. Myers		01-5200		40.0
5479945	03/04/2016	Hannah K. Ritchie		01-5200		40.0 64.7
5479946	03/04/2016	Jennifer T. Sperber		01-4300		3,410.7
5479947	03/04/2016	ANGELINA BROWN - E CONSULTING		01-5800		•
5479948	03/04/2016		N LOYA RUUD & ROMO	01-5810		1,706.2
5479949	03/04/2016	BARNES & NOBLE BO		01-4300		55.0
5479950	03/04/2016	CAPITOL PUBLIC FINA		25-5800		5,625.0
5479951	03/04/2016	CDW GOVERNMENT I	NC	01-6400		6,075.0
5479952	03/04/2016	CHRISTOPHER FREEI PROTECTION PLUS	MAN - DBA POWER	01-5600		1,235.0
6479953	03/04/2016	CSNO CA SCHOOL N	JRSES ASSOC.	01-5200		1,150.0
5479954	03/04/2016	DISCOVERY OFFICE	SYSTEMS	01-5600		49.2
5479955	03/04/2016	DSA - DIVISION OF TH	E STATE ARCHITECT	21-6220		1,325.0
5479956	03/04/2016	FERGUSON ENTERPF	RISES #686	01-4300		129.5
5479957	03/04/2016	FOLLETT EDUCATION	IAL SERVICES	01-4100		1,617.9
5479958	03/04/2016	FOLLETT SCHOOL SC	LUTIONS, INC.	01-4100		980.1
5479959	03/04/2016	GRAINGER.		01-4300		167.9
5479960	03/04/2016	HANKIN SPECIALTY E	LEVATORS INC	01-5800		900.0

Generated for Tammy Sommer (TAMMY), Mar 4 2016 8:48AM

Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85479961	03/04/2016	HILLYARD / SACRAMENTO		01-4300	and the state of t	8,108.94
85479962	03/04/2016	HORIZON		01-4300		791.11
85479963	03/04/2016	INSIGHT SYSTEMS EXCHANGE		01-4400		1,338.39
85479964	03/04/2016	INTEGRATED FIRE SYSTEMS I	NC	01-4300		279.69
85479965	03/04/2016	J.W. PEPPER & SON INC		01-4100		21,45
85479966	03/04/2016	LOWE'S		01-4300		282.19
85479967	03/04/2016	LOZANO SMITH, LLP		01-5810	9,171.31	
				25-5810	726.50	9,897.81
85479968	03/04/2016	LRP PUBLICATIONS		01-4300	302.67	
				Unpaid Sales Tax	20.07-	282.60
35479969	03/04/2016	MEDICAB OF SACRAMENTO/S	IERRA	01-5800		2,565.00
35479970	03/04/2016	MEDICAL BILLING TECHNOLO	GIES	01-5800		661.15
85479971	03/04/2016	NORMAC		01-4300		108.23
85479972	03/04/2016	PESI HEALTHCARE		01-4300	26.88	
				01-5200	400.21	427.09
85479973	03/04/2016	POWER SCHOOL GROUP, LLC		01-5800		184,872.75
85479974	03/04/2016	RAY MORGAN CO. / CHICO		01-4300		96.74
85479975	03/04/2016	SAC VAL JANITORIAL SALES		01-4300		394.91
85479976	03/04/2016	SCHOLASTIC MAGAZINE		01-4300		584.86
85479977	03/04/2016	SIERRA OFFICE SUPPLIES &		01-4300		54.51
85479978	03/04/2016	SITEONE LANDSCAPE SUPPLY	Y	01-4300		100.19
85479979	03/04/2016	STINEMAN'S FARM SUPPLY		01-4300		42.40
85479980	03/04/2016	TIME FOR KIDS		01-4300		144.16
85479981	03/04/2016	UNIVERSAL SPECIALTIES, INC	<b>)</b> .	01-4300		133.33
85479982	03/04/2016	WILBERT R. PORTER - DBA SUTTER FARMS	SOUTH	01-6400	<u></u>	38,000.00
			Total Number	of Checks 98	3	348,743.76

#### **Fund Summary**

Description	Check Count	Expensed Amount
General Fund	87	321,192.55
Cafeteria Fund	9	20,660.38
Building Fund #1	1	1,325.00
Capital Facilities Fund	2	6,351.50
Total Number of Checks	98	349,529.43
Less Unpaid Sales Tax Liability		785.67-
Net (Check Amount)		348,743.76
	General Fund Cafeteria Fund Building Fund #1 Capital Facilities Fund Total Number of Checks Less Unpaid Sales Tax Liability	General Fund 87 Cafeteria Fund 9 Building Fund #1 1 Capital Facilities Fund 2  Total Number of Checks 98 Less Unpaid Sales Tax Liability

ESCAPE PROPERTY PAGE 3 of 3

Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85478460	02/26/2016	Annie Z. Brothers		01-4300		83.07
85478461	02/26/2016	Jennifer D. Nelson		01-4300		45.45
85478462	02/26/2016	Karen C. Newman		01-4300		90.74
85478463	02/26/2016	Darlene R. Wenger		01-4300		30.62
85478464	02/26/2016	Charles E. Whitecotton		01-4300		80.59
85478465	02/26/2016	ADD SOME CLASS		01-4300		2,998.35
85478466	02/26/2016	B&H PHOTO VIDEO		01-4300	177.38	
				01-4400	1,451.20	
				Unpaid Sales Tax	113.63-	1,514.95
85478467	02/26/2016	BEST BUY FOR BUSINES	S	01-4300		979.10
85478468	02/26/2016	CDW GOVERNMENT INC		01-4300	16,038.38	
				01-4400	597.24	16,635.62
85478469	02/26/2016	DISCOVERY OFFICE SYS	TEMS	01-5600		210.30
85478470	02/26/2016	FOLLETT LIBRARY RESO	URCES	01-4100	500.00	
				01-4300	14.48	514.48
85478471	02/26/2016	FOLLETT SCHOOL SOLU	TIONS, INC.	01-4300		757.25
85478472	02/26/2016	J.W. PEPPER & SON INC		01-4300		401.71
85478473	02/26/2016	JAN MOORE DBA	JM PUBLISHING	01-5200		160.00
85478474	02/26/2016			01-4300		133.87
85478475	02/26/2016		ES LLC	01-4300	101.49	
00,,01,0	V-/			Unpaid Sales Tax	7.08-	94.41
85478476	02/26/2016	MONTY MULLER DBA MU	ILLER SPORTS	01-5800		300.00
85478477	02/26/2016	NASCO MODESTO		01-4300		444.10
85478478	02/26/2016		R	01-4300	27.09	
				Unpaid Sales Tax	1.89-	25.20
85478479	02/26/2016	ORIENTAL TRADING COM	MPANY INC	01-4300	65.18	
				Unpaid Sales Tax	4.55-	60.63
85478480	02/26/2016	PC & MacExchange		01-4400		1,342.68
85478481	02/26/2016	PCOE - PLACER CO OFF	ICE OF ED	01-4300		245.00
85478482	02/26/2016	PROPEL FUNDRAISING		01-4300		2,716.40
85478483	02/26/2016	SILVERADO STAGES INC	<b>).</b>	01-5800		1,209.66
85478484	02/26/2016	SKILLS USA, INC.		01-4300		356.00
85478485	02/26/2016	SPEECH CORNER		01-4300	188.09	
				Unpaid Sales Tax	12.71-	175.38
85478486	02/26/2016	STAPLES ADVANTAGE		01-4300	7,621.82	
				13-4300	78.80	7,700.62
85478487	02/26/2016	SUPER DUPER SCHOOL	COMPANY	01-4300	207.05	
				Unpaid Sales Tax	14.45-	192.60
85478488	02/26/2016	CROWN DISTRIBUTING I	NC.	13-4380		862.61
85478489	02/26/2016	DANIELSEN COMPANY		13-4380	184.45	
				13-4710	3,581.76	
				Unpaid Sales Tax	5.08-	3,761.13
85478490	02/26/2016	EARTHGRAINS BAKING	CO INC	13-4710		528.09
85478491	02/26/2016	GOLD STAR FOODS, INC	:	13-4710		4,417.09
85478492	02/26/2016	IMAX THEATER		01-5800		802.00
85478493	02/26/2016	PAPA MURPHY'S INC.	DOUGH BOY FRESH	13-4710		13,408.00
85478494	02/26/2016	PIZZA GUYS		13-4710		2,188.06

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. Generated for Stacie Wyatt (STACIE), Feb 29 2016 9:36AM 47

	)2/26/2016 Check		Fund	Expensed	Check
Check Number	Date	Pay to the Order of	Object	Amount	Amount
85478495	02/26/2016	TRINITY FRESH	13-4710		443.96
85478496	02/26/2016	WPUSD PETTY CASH FUND	01-5200	375.00	
			01-5800	2,341.55	
			13-4300	203.80	2,920.35
85478497	02/26/2016	CITY OF LINCOLN	01-5540	5,545.41	
			01-5550	2,538.39	
			01-5570	10,698.16	18,781.96
85478498	02/26/2016	CITY OF LINCOLN / PG&E REIMB	01-5510		1,727.28
85478499	02/26/2016	PACIFIC GAS & ELECTRIC CO	01-5510		72,633.29
85478500	02/26/2016	VERIZON WIRELESS	01-5560	1,423.81	
			13-5560	222.21	
			21-5560	16.63	1,662.65
85478501	02/26/2016	Clelia Jocoy	01-4300		245.59
85478502	02/26/2016	ADD SOME CLASS	01-4300		648.86
85478503	02/26/2016	ADVANTEL NETWORKS	01-5800		3,528.00
85478504	02/26/2016	AIRGAS	01-4300		25.68
85478505	02/26/2016	ANYWHERE CART	01-4300	10,413.92	
			01-4400	1,248.76	11,662.68
85478506	02/26/2016	BANK OF AMERICA #1801	01-4300	1.00	
			01-5200	1,733.99	1,734.99
85478507	02/26/2016	BARNES & NOBLE BOOKSTORES	01-4300		141.74
85478508	02/26/2016	BOYS 2 MEN - GIRLS 2 WOMEN TUTORING SERVICES	01-5800		10,340.00
85478509	02/26/2016	CAPITOL CLUTCH AND BRAKE INC	01-4365		156.40
85478510	02/26/2016	CDW GOVERNMENT INC	01-4300	3,084.05	
			01-4400	1,062.51	4,146.56
85478511	02/26/2016	CITRUS HEIGHTS SAW & MOWER	01-4365		295.63
85478512	02/26/2016	DAWSON OIL COMPANY	01-4345		3,408.51
85478513	02/26/2016	DISCOVERY OFFICE SYSTEMS	01-5600		48.66
85478514	02/26/2016	DIXON SMART SCHOOL HOUSE	01-5800		10,106.04
85478515	02/26/2016	EXCELCHEM ENVIRONMENTAL LAB	01-5800		195.00
85478516	02/26/2016	GRAINGER.	01-4300		547.88
85478517	02/26/2016	GUIDING FITNESS	01-5800		400.00
85478518	02/26/2016	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		1,381.38
85478519	02/26/2016	HEADSET PLUS.COM	01-4300		626.73
85478520	02/26/2016	HOLT OF CALIFORNIA	01-4365		37.84
85478521	02/26/2016	INTEGRATED FIRE SYSTEMS INC	01-4400	1,421.00	
			01-5600	1,175.00	2,596.00
85478522	02/26/2016	J.W. PEPPER & SON INC	01-4100		377.67
85478523	02/26/2016	JCI JOHNSON CONTROLS INC.	01-5600	745.00	
			01-5800	5,102.15	5,847.15
85478524	02/26/2016	KATHRYN WYFFELS	01-5800		3,000.00
85478525	02/26/2016	KELLI RICHARDSON	01-5800		3,000.00
85478526	02/26/2016	KRONICK MOSKOVITZ TIEDEMANN	01-5810		66.00
85478527	02/26/2016	LOWE'S	01-4300		1,756.07

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

E5CAPE Page 2 of 4

Observation to the second seco	Check	Pay to the Order of		Fund	Expensed Amount	Check Amount
Check Number	Date	and the second s	DOM LOW MANTERONI	Object 01-5800	Amount	2,557.50
85478528	02/26/2016	LOY MATTISON ENTERPRISES	DBA LOY MATTISON	01-3000		,
0E 479E00	02/26/2016	LOZANO SMITH, LLP		01-5810		1,821.32
85478529 85478530	02/26/2016	LPA INC.		01-5800	23,850.00	
65476550	02/26/2010	a A OVO.		01-6210	20,797.60	
				21-6210	7,593.32	52,240.92
85478531	02/26/2016	MAXIM HEALTHCARE SEF	RVICES DBA MAXIM	01-5800		5,189.20
85478532	02/26/2016	MEDICAL BILLING TECHN	OLOGIES	01-5800		2,129.20
85478533	02/26/2016	NORBERT'S ATHLETIC PF		01-4300		2,003.50
85478534	02/26/2016	ODYSSEY LEARNING CEN	NTER, INC.	01-5800		9,260.19
85478535	02/26/2016	PCOE - PLACER CO OFFI		01-5200	1,750.00	
				01-7142	602.72	2,352.72
85478536	02/26/2016	PEARSON - PSYCHOLOG	ICAL CORP.	01-4300		1,691.18
85478537	02/26/2016	PLACER COUNTY SELPA		01-5200		25.00
85478538	02/26/2016	PRO-ED		01-4300	2,018.65	
				Unpaid Sales Tax	128.85-	1,889.80
85478539	02/26/2016	RAPID ROOTER		01-5800		481.25
85478540	02/26/2016	RAY MORGAN CO. / CHIC	0	01-5600		18.14
85478541	02/26/2016	RAY MORGAN/US BANK E FINANCE SERVICES	EQUIPMENT	01-5600		929.49
85478542	02/26/2016	RIEBES AUTO PARTS		01-4365		3,646.31
85478543	02/26/2016	ROY R. RADTKE - DBA & LOCK	APPROVED SAFE	01-4300		186.84
85478544	02/26/2016	RSD - REFRIGERATION S	SUPPLIES	01-4300		140.39
85478545	02/26/2016	SAC VAL JANITORIAL SA	LES	01-4300		588.47
85478546	02/26/2016	SELBY'S SOIL EROSION ( COMPANY, INC.	CONTROL	01-5800		1,733.60
85478547	02/26/2016	SIG EMPLOYEE BENEFIT	S TRUST	76-9554		647,897.90
85478548	02/26/2016	SITEONE LANDSCAPE SU	JPPLY	01-4300		205.86
85478549	02/26/2016	SOLON FIRE CONTROL		01-4300		58.05
85478550	02/26/2016	TOTAL EDUCATION SOLU	JTIONS	01-5800		1,168.75
85478551	02/26/2016	WEATHERPROOFING TE	CHNOLOGIES	01-5600		1,675.00
85478552	02/26/2016	WESTERN PLACER WAS	TE	01-5540		196.83
85478553	02/26/2016	ZYTECH SOLUTIONS INC	;	01-4300		101.14

#### **Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	86	288,806.42
13	Cafeteria Fund	10	26,118.83
21	Building Fund #1	2	7,609.95
49	Mello Roos Capital Projects	1	1,261.28
76	Payroll Fund	1	647,897.90

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

ESCAPE POSSESSES

#### ReqPay12a

#### **Board Report**

Checks Dated	02/26/2016					
Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
		Total Number of Checks	95		971,694.38	
		Less Unpaid Sales Tax Liability			288.24-	
		Net (Check Amount)			971,406.14	

## WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

#### DISTRICT GLOBAL GOALS

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

SUBJECT:

Parent Love and Logic AGENDA ITEM AREA

Consent

REQUESTED BY: ENCLOSURES:

Susan Watkins Yes

Special Education Director

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Special Education Mental Health Funded

MEETING DATE: ROLL CALL REQUIRED:

April 5, 2016 No

#### **BACKGROUND:**

Approval of Parent Love and Logic workshops held in the evenings two times per year. Each session lasts 6 weeks. Kimber Tzikas and Desiree St. John, WPUSD School Psychologists, facilitate the workshop. Child care is offered. Both sessions will be held at Lincoln Crossing Elementary School. First session begins October 13, 2016 and second session begins January 12, 2016.

#### **RECOMMENDATION:**

Administration recommends the Board approve the Love and Logic for Parents workshops.

# Proposal for Parenting the Love and Logic Way Training Western Placer Unified School District 2016-2017 School Year

Collectively written by:
Desiree St. John
Kimber Tzikas

#### Introduction

Love and Logic is a philosophy of how to work with children in order to help them become more responsible in their decision making and behavior skills. It is an approach that is valid for both teachers and parents. Trusted for over 30 years, Love and Logic is a philosophy founded in 1977 by Jim Fay and Foster W. Cline, M.D. It is the approach of choice among leading educators, parents, and other professionals worldwide.

As part of the approach, the authors have created a multimedia curriculum entitled "Parenting the Love and Logic Way." It is a six week curriculum and its goals include helping parents learn how to:

- · Avoid un-winnable power-struggles and arguments
- · Stay calm when their kids do incredibly upsetting things
- · Set enforceable limits
- Avoid enabling and begin empowering
- · Help their kids learn from mistakes rather than repeating them
- · Raise kids who are family members rather than dictators
- · And much more!

#### Rationale

Western Placer Unified School District serves many special education students who exhibit both behavioral and emotional challenges. In addition, general education parents often are seeking out better parenting strategies for their children. With the passage of AB 114, the responsibility of all mental health services for students with an IEP was put on the school district. In addition to these added responsibilities, teachers and staff have noticed an overall increase in need for parental support provided by the school district. We believe that the Love and Logic curriculum is an excellent model to provide parents with this support. We also feel it is one step to providing a more complete spectrum of services for parents of students with disabilities.

#### Intended Audience

The primary audience for this training would be parents of students with disabilities, especially those students whose behavior and/or emotional stability create a challenge at home. As there would be a finite number of spots available for the training, this targeted audience would be encouraged to attend. It would also be opened to employees and all parents in Western Placer Unified. If the workshop has remaining spots, it could then be offered to other parental groups such as parents outside the district. There is also the possibility of offering a specialty class for preschool parents and this would be limited to that particular parent group.

#### Facilitation

The workshop would be co-facilitated at the various workshops by trained facilitators. In the summer of 2012, Ms. St. John was fortunate to participate in the training provided by the Love & Logic Institute in Denver, Colorado providing the background necessary to become a facilitator for the Love & Logic curriculum. The training at the summer Love and Logic Institute provided the foundational understanding of the Love and Logic approach. Mrs. Tzikas was trained by Ms. St John and completed 2 6-week sessions of Parenting the Love & Logic Way during the 2015-2016 school year. In addition both co-facilitators have experience working with students with emotional and behavioral needs which can provide a support to parents.

#### Financial

To provide this workshop to the greatest number of parents, the workshop would be offered at no-cost to parents. This would allow all parents to attend regardless of financial ability.

The district currently owns the <u>Parenting the Love & Logic Way Curriculum</u> so there is no cost in this regard. While there is a participant workbook that is highly recommended, it is suggested participants pay for the workbook. The workbook is \$10.00. While the books only cost \$8.10, the total cost of the book, shipping, and taxes is \$9.92 per book. Participants would be able to purchase these workbooks on the first night. As the district would need to have the materials available on hand the first night of each session, the district office would need to purchase the materials in advance and be reimbursed through the purchase of these materials by participants.

To allow for the greatest number of parents to attend, it is important that childcare be provided for each session. It is requested that a stipend be provided to the childcare workers. It is recommended that an adult childcare worker and junior helper (ages 14 to 17) be secured for childcare. The adult child care provider will be secured by seeking a paraprofessional already employed by WPUSD and will be paid their regular hourly wage. The junior helper is an unpaid position. Also, any parents needing disability support such as interpreters will need to be covered by district funds.

It is unexpected that there would be costs for facilities as this is would be a district sponsored program.

The stipends of the facilitators would include advertising, registration, ordering materials, collaboration and preparation of presentations, set-up and clean-up, and presentation times. The following shows the expected work time for each facilitator.

Task	Time	Hours for 6 Classes
Set-up and Clean-Up	5:45 p.m. to 6:00 and 8:00 to 8:15	3 hours
Class Time and Q and A's	6:00 p.m. to 8:00 p.m.	12 hours
Registration	As needed	2 hours
Weekly Preparation	20 minutes per week	2 hours
Research / Answer Emails from Parents	30 minutes per week	3 hours
Total Hours per Workshop		22 hours

Based on the district extra pay of \$33.82 for 22 hours, the total hourly rate would be \$744.04. To convert this to a stipend, the number was rounded to \$750.00 per workshop per facilitator.

For all planned workshops during 2016-2017, the total stipends are as follows

Stipends	Stipend per Session	<b>Total Sessions</b>	Total Stipends
Desiree St. John	\$750.00	2	\$1,500.00
Kimber Tzikas	\$750.00	2	\$1,500.00
Total Stipends			\$3,000.00

As the training is targeted for parents of students with disabilities, especially those with educational related mental health, the district could use funding for mental health programs to pay the stipends of the facilitators.

#### Facilities and Resources

Both workshops will be offered at Lincoln Crossing Elementary. The facilitators will work with the site administration to reserve facilities and other resources. As the workshop is a multimedia format, there would need to be a projector, projection screen, DVD player, sound system, and a computer with access to PowerPoint or a laptop jack. This would be coordinated with each site's administration and technology.

#### Registration

A form would be used to handle all registrations. Facilitators will help to process the registration as necessary. It is also requested that the technology department will create a page on the district website that would have both workshops listed and allow for electronic registration.

#### Tentative Class Schedule

We propose offering several workshops of the parent training during the current school year. Each workshop will hold classes on Thursdays from 6:30 p.m. and go to 8:00 p.m. There will then be a question and answer session from 8:00 p.m. to 8:15 p.m. Also, presenters will be available from 6:15 p.m. to 6:30 p.m. to answer questions privately with parents.

Each school will have the following dates for their workshop:

#### Lincoln Crossing Elementary - Session #1

October 13

October 20

October 27

November 3

November 10

November 17

#### Lincoln Crossing Elementary - Session #2

January 12

January 19

January 26 February 2 February 9 February 16

#### Advertising

The workshop would be advertised by a single district flyer and emails from special education case managers to parents of students with an IEP. In addition, site communication methods such as flyers, websites, and telephone/email communication could be used to advertise the workshop.

#### **Evaluation of Effectiveness of Program**

This workshop is expected to assist parents in fostering more effective parenting skills. While this will not have a direct correlation on student performance, it is expected that this will improve student achievement as parents will have improved skills to assist their students in schooling. In addition, parents would be given an evaluation form at the beginning and end of the workshop to see if there was growth in perceived parenting ability.

#### Conclusion

The Love and Logic curriculum provides an excellent continued opportunity for Western Placer Unified to be supportive of parents, especially those whose children have a disability. This highly recommended workshop is an excellent way to provide parents with the skills necessary to improve relationships with their students at a minimal cost to the district. It is expected that this program will help support the educational and IEP goals of students.

## 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**

- 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.

Consent

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

SUBJECT: AGENDA ITEM AREA:

Ratification of Contract with
Clementine Photo Booths, LLC and
Glen Edwards Middle School

REQUESTED BY: ENCLOSURES:

Audrey Kilpatrick Yes

Assistant Superintendent of Business and Operations

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Business Services Yearbook Co-Curricular

MEETING DATE: ROLL CALL REQUIRED:

April 4, 2016 No.

#### **BACKGROUND:**

The attached contract is for services with Clementine Photo Booths, LLC and Glen Edward Middle School. The services include setup and rental of an eight person photo booth for a school event at GEMS on May 26, 2016 from 2:30 pm to 4:30 pm. The total cost of these services is \$237.50 which will be paid with the Yearbook Co-Curricular fund.

#### RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Clementine Photo Booths and Glen Edwards Middle School.



#### Re: Photo Booth Agreement 05-26-16

1 message

Jenifer Freymond <ifreymond@wpusd.k12.ca.us>
To: Audrey Kilpatrick <akilpatrick@wpusd.k12.ca.us>

rad flet

Wed, Mar 9, 2016 at 12:43 PM

Yearbook Co-Curricular

On Wed, Mar 9, 2016 at 12:36 PM, Audrey Kilpatrick <a href="mailto:akilpatrick@wpusd.k12.ca.us">akilpatrick@wpusd.k12.ca.us</a> wrote:

On Wed, Mar 9, 2016 at 12:28 PM, Jenifer Freymond <jfreymond@wpusd.k12.ca.us> wrote: Good Afternoon Ladies,

Planning our end of the year yearbook event and this is a vendor we used last time. I have secured a W-9 and Stacie is getting them in Escape soon.

Please review the digital agreement/contract below for services and return a copy for requisition backup.

Appreciate your time as always. Have a wonderful Wednesday!! Jen

----- Forwarded message -----

From: Jason Noonan <jaynoonan@gmail.com>

Date: Wed, Mar 9, 2016 at 9:44 AM

Subject: Fwd: Photo Booth Agreement 05-26-16

To: Jenifer Freymond < JFreymond@wpusd.k12.ca.us>

----- Forwarded message -----

From: Michael Smith <Services@clementinephotobooth.rentals>

Date: Wed, Mar 9, 2016 at 9:43 AM

Subject: Photo Booth Agreement 05-26-16

To: jaynoonan@gmail.com

Please review & eSign your document.

To begin the process of reviewing and electronically signing this document, please click the "Review" link below.

Review

#### **EVENT BOOKING AGREEMENT**

PLEASE SIGN AND RETURN THIS AGREEMENT TO:

Clementine Photo Booths, LLC 420 W Cadbury Dr Ste **D307** 

South Jordan, UT 84095

Office: 916.932.8505 Office: 503.902.5132 Cell: 385.202.4606 Email: Services@ClementinePhotoBooth.Rentals Website: http://www.clementinephotobooth.rentals

Agreement made on 03/09/2016 between Clementine Photo Booths, LLC and:

Jason Noonan (Cust #) Glen Edwards Middle School

Cell: 9164128841

Services Provided Price DD 8 Person 2Hr Booth Rental \$218.00 Travel \$19.50 Tax: \$0.00 Total amount for services: \$237.50

> Retainer of \$0.00 is paid Printed on 03/09/2016

To provide services for the above client on the date of 05/26/2016 between the hours of 2:30 PM to 4:30 PM for a School Event to be held at the following location(s):

Glen Edwards Middle School in Lincoln

Required Retainer of \$218.00.

#### **SERVICE PERIOD**

We will arrive approximately 1 hour before the service period begins. If you would like us to arrive earlier you will be charged for idle time at the rate of \$30/hour.

Provider agrees to have a photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, adjusting printer, etc).

A 50% retainer is due upon signing of this contract. The remaining amount is due by the date of your event. If payment is received after the date of your event, you are subject to a late penalty fee of 10% of the balance due PER DAY. We accept checks, Visa, Mastercard and Discover. We do not secure your date on our calendar until the deposit is received. If the rental time period exceeds the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the hourly rate of \$150 per hour, billed in half-hour increments of \$75. Payment for any overage in time must be paid before additional hours are provided. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$25,00 fee for any and all returned checks. Gratuity is not included in the payment,

#### **ACCESS, SPACE & POWER FOR PHOTO BOOTH**

Client will arrange for an appropriate space for the Photo Booth at event's venue. The photo booth requires a space 12' deep x 12' wide by 8' tail. This is to provide adequate space for both the booth and a table. Client is responsible for ensuring power is available for the Photo Booth. (110V, 5 amps, 3 prong outlet). Power outlet must be within 100' of booth. Generators are not compatible with our photo booths and thus will not work as means to provide power.

#### **DATE CHANGES & CANCELLATIONS**

Any request for a date change must be made in writing at least thirty days in advance of the original event date. Change is subject to photo booth availability and receipt of a new Service Contract, If there is no availability for the alternate date, the retainer shall be forfeited and event cancelled. Any cancellation occurring less than 90 days but more than 30 days prior to the event date shall receive 50% of deposit back. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

#### DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by: a) Any misuse of the Provider's Equipment by Client or its guests, or b) Any theft or disaster (including but not limited to fire, flood or earthquake).

All images from event will be hosted in a gallery on our website unless a written request to not host is received. Written requests can be in the form of a letter or email. Other types of requests can be to have the gallery removed from public view making it accessible by direct link only or to have the gallery password protected so that access can only be done with a password or both to have the gallery removed from public access and have it password protected. Any event containing images that are deemed inappropriate w automatically be password protected and the password will be emailed to you. The gallery will remain online for a minimum of one year for you and your guests to view, purchase and/or download the images

#### INDEMNIFICATION

Client agrees to, and understands the following: a) Client will indomnify provider against any and all liability related to Client's Event during or after Client's event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client, b) Client will indemnify Provider against any and all liability associated with the use of pictures taken within the photo booth its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION PLEASE CIRCLE ONE. YES I agree to the model release below or NO I do not agree.
If neither item is circled we will assume you agree to the model release. If NO please mail your Photobooth Agreement to Clementine Photo Booths, LLC, 420 W Cadbury Dr., Ste D307, South Jordan, UT 84095.

We realize some clients want the photos from their event to remain private, which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy. Client agrees to, and understands the following: All guests using the photo booth hereby give to Michael Smith Photography: The right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to save harmless Fun Photo Booths, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

#### **OUTDOOR EVENTS**

If the event is outdoors the client must provide a flat dry area for the photo booth within 100' of a 3-pronged electrical outlet. We reserve the right at any time to deny service outdoors for reasons of excess moisture or wind that may damage our electronics and/or booth enclosure. The client may request a survey of the venue by Clementine Photo Booths, LLC for an additional \$30.00. We will insure at this time that the area will work. If the client wishes to forgo the survey the client will take responsibility that the event location accommodates the photo booth.

#### **MISCELLANEOUS TERMS**

MISCELLANEOUS TERMS
If any provision of these terms shall be untawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. Additionally, any action filed regarding a dispute which arises under or in connection with the Agreement must be filed in the Superior Court of Salt Lake County, Utah. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If the printer fails to print out photos on site the Provider will be allowed to give a web site to the client where there guests can download the digital files for their

Agreed:	Date:
Clementine Photo Booths, LLC Representative	
Agreed:Client Signature	Date: 3/9/16

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

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

DISTRICT GLOBAL GOALS

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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:** 

AGENDA ITEM AREA:

Student Discipline

Consent Session

Stipulated Expulsion Student #15-16-L

REQUESTED BY:

**ENCLOSURES:** 

Chuck Whitecotton

Yes

District Hearing Officer

**DEPARTMENT:** Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

ROLL CALL REQUIRED:

April 5, 2016

No

#### **BACKGROUND:**

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Student #15-16-L

#### **RECOMMENDATION:**

The Administration recommends the Board of Trustees disclose any action taken in regards to the above item.

wp/rk/factform

# 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.

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  partners in the education of the students.

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

SUBJECT: AGENDA ITEM AREA:

Approve Resolution No. 15/16.17, Authorizing the Action Purchase of Portable Classroom from Impact Construction Services, Inc., Under a Piggyback Contract Pursuant to Education Code Section 20118 (Glen Edwards Middle School)

REQUESTED BY: ENCLOSURES:

Mike Adell Yes

Director of Facilities

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Facilities Fund 25 Developer Fees

MEETING DATE: ROLL CALL REQUIRED:

April 5, 2016 Yes

#### BACKGROUND:

Due to projected growth and a current lack of available classroom space at Glen Edwards Middle School, it will be necessary for the District to add one (1) double wide portable classroom building to create two (2) standard classrooms and associated site work at the site.

Because of an expeditious schedule, it is in the District's best interest to purchase and install the relocatable classrooms under a piggyback contract pursuant to Education Code Section 20118. The District has selected Impact Construction Services, Inc., through a bid (Bid No. 130-00) procured and authorized by the Fairfax School District on October 25, 2013 and extended through April 22, 2016. District staff has received an acceptable price proposal from Impact Construction Services, Inc., for the classrooms building including all necessary interior and exterior finishes and components for a total cost of \$99,291.17.

#### RECOMMENDATION:

Staff recommends that the Board of Trustees approve Resolution 15/16.17, Authorizing the Purchase of Portable Classroom from Impact Construction Services, Inc., Under Piggyback Construct Pursuant to Education Code Section 20118.

#### WESTERN PLACER UNIFIED SCHOOL DISTRICT

#### RESOLUTION NO. 15/16.17

#### Purchase of Portable Classroom

WHEREAS, the Governing Board (the "Board") of the Western Placer Unified School District (the "District") has determined that a true and very real need exists for the acquisition of one (1) 48' x 40' portable classroom (the "Property"); and

WHEREAS, the Governing Board of a school district may under Section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to purchase the Property from Impact Construction Services, Inc. through a bid procured by the Fairfax School District under piggyback contract authorized by Fairfax School District Board Action on April 9, 2015 effective until April 22, 2016 ("Purchase Contract"); and

WHEREAS, the Board of the District has determined that this Purchase Contract is the most economical means for providing the Property to the District.

- NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:
- Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.
- Section 2. The Board hereby finds and determines the acquisition of the Property pursuant to Public Contracts Code section 20118 to be in the best interest of the District.
- Section 3. The Board hereby finds and determines the Purchase Contract provides the most economical means for providing the Property to the District.
- Section 4. The Superintendent or Superintendent's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.
  - Section 5. This Resolution shall be effective as of the date of its adoption.

APPROVED, Unified School by the following	District,						Western,
AYES:							
NOES:							
ABSTAIN:							
ABSENT:							
			sident o		-		
ATTEST:							
			rk of th				- rict



Impact Construction Services, Inc.1120 Commerce Ave, Box #9 Atwater CA, 95301 Tele 209-769-5508 Fax 559-665-5700

#### OUOTATION March 17, 2016

Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA. 95648 (916) 645-5100

Attention: Michael Adell (Director of Facilities)

Re: (1) Pre-Owned Refurbished 48x40 DSA Dupnick Modular Building

**Building Type:** Certified Pre-Owned Refurbished DSA Modular Building set on a pressure treated wood foundation.

(1) 48x40 Dupnick Classroom with wall down middle splitting into two classrooms to be delivered and installed at installed

Note: The following prices are based on Impact Constructions Piggyback Agreement with Fairfax School District, on the Fairfax Elementary #4 Bid #130-00 and buildings provided are pre-owned and discounted accordingly

Specifications: see below-Building is refurbished

48x40 Modular building purchase price EACH: \$99,291.17 (Tax Included)

#### Piggyback Pricing List for 48x40

#### Bid Alternate:

Item #C I	Building Base Price	\$90,307.00
Item #C 2	Installations	\$11,446.00
Item #C16	Standard 26 oz. carpet	\$5,033.28

#### Additive Alternates

Item #10	Interior non-rated 2x4 wall @89.50 lf (X80lf)	\$7,160.00
Item #200	Plumbed sink and cabinet w/bubbler @5,750 (X2)	\$11,500.00
Item #277	Freight (4) floors @ \$1,300.00	<u>\$5,200.00</u>
	•	\$130,646.28

Discount for Pre-owned refurbished building -24% -\$31,355.11

Total: \$99,291.17 (Includes Tax)

### Payment Terms

25% due upon execution of contract45% due upon Start of building refurbishment25% due upon delivery5% due upon completion and customer sign-off

#### **Building Specifications 48x40 Split Classroom**

- 1. Building(s)provided are wood frame structures
- 2. Flooring 1 1/8 T/G with New carpet and 4" cove base-color to be determined by customer
- 3. The exterior finish Duratemp wood siding or equal -Paint color to be determined by customer
- 4. The roof is single ply membrane or 26 gage standing seam
- 5. The ceiling provided is a T-grid system with 2'x4' T-8 Lights
- 6. Wood framed walls
- 7. Interior wall to split into (2) classrooms (includes (2) 2x4 walls with a 2" gap for sound
- 8. Interior wall finish is ½"tackboard (painted) over ½" Gypsum thru-out paint color selection to be determined by customer
- 9. 5' front 2' rear overhangs
- 10. Building insulation is: R-19 in the ceiling and R-11 in the walls and floor
- 11. (4) each dual pane windows
- 12. 6' base cabinet w/sink and bubbler
- 13. (2) Each 3'x7' hollow metal exterior door w/frames w/schlage locks.
- 14. The building is equipped with (1) amp panel with main breaker
- 15. Data and Misc. low voltage Impact will provide back boxes and conduit.
- 16. (4) 4'x8' marker boards
- 17. fire extinguisher at each door
- 18. (2) Each wall mounted electric HVAC unit with supply ducting and return at wall.
- 19. Contiguous deck with pop out and ramp
- 20. Building set on a DSA approved pressure treated wood burm foundation system

#### Clarifications and Exceptions

- Unless otherwise noted, building is quoted with standard features and finishes
- Impact is not responsible for delays beyond our control
- Price quoted assumes ready access to level site with large truck and trailer (fence removal by others)
- All site utility connections by others including main distribution panel and transformers
- Impact is responsible for the supply & installation of a pressure treated wood burm foundation system
- Site preparation of building pad by others
- Delivery time will be determined when notice to proceed is issued
- Price does not include any Architectural fees
- Impact will not be responsible for the removal and re-installation of any Architectural barrier
- Main electrical distribution panel and transformer by others
- Fire alarm system and FAC interface (if required) by others
- All low voltage systems, including telephone, and data by others. (Impact installs conduit and back box's)
- Fire sprinkler system (if required) by others
- It is assumed that building components can be delivered and set utilizing normal equipment and practices.
- All local submittals, permits, testing and fees required by others

#### ACCEPTANCE AND PRICING

The proposal is only good as long as supplies last. In order to secure building a down payment will be needed along with signed proposal.

Quotation submitted by: Duane Hamilton		
Accepted by:Date:	3/17/16	
	<del></del>	



## FAIRFAX SCHOOL DISTRICT

Bid # 130-00 (revised 10-25-13) for Modular Buildings

# PIGGYBACK

the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

- 25. BID BOND: Bid Bond shall be for an amount of \$1,000.
- 26. <u>No Telephone or Facsimile Availability</u>. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at any time.
- 27. <u>UTILIZATION OF BIDS BY OTHER SCHOOL DISTRICTS</u>, <u>COMMUNITY COLLEGES</u>, <u>CALIFORNIA STATE UNIVERSITIES AND OTHE PUBLIC AGENCYS</u>. For the term of this contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts, community college districts, State Universities any public corporation or agency including any county, city, town, or public corporation or agency within the state of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 and 20652 of the Public Contract Code.

The Fairfax School District waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code sections.

Those entities able to participate in this contract are not limited to those listed below as per conditions set forth in the State of California Public Contract Code.

#### ALAMEDA COUNTY

ALAMEDA CITY UNIFIED ALAMEDA COUNTY OFFICE OF EDUCATION ALBANY UNIFIED **BERKELEY UNIFIED** CASTRO VALLEY UNIFIED CHABOT-LAS POSITAS COMMUNITY COLLEGE DUBLIN UNIFIED ' **EMERY UNIFIED** FREMONT UNIFIED FREMONT-NEWARK COMMUNITY COLLEGE HAYWARD UNIFIED LIVERMORE VALLEY JOINT UNIFIED MOUNTAIN HOUSE ELEMENTARY **NEW HAVEN UNIFIED NEWARK UNIFIED OAKLAND UNIFIED** PERALTA COMMUNITY COLLEGE PIEDMONT CITY UNIFIED PLEASANTON UNIFIED

**BUENA PARK ELEMENTARY** 

CAPISTRANO UNIFIED

1

**CENTRALIA ELEMENTARY** 

COAST COMMUNITY COLLEGE

CYPRESS ELEMENTARY

FOUNTAIN VALLEY ELEMENTARY

**FULLERTON ELEMENTARY** 

FULLERTON JOINT UNION HIGH

**GARDEN GROVE UNIFIED** 

**HUNTINGTON BEACH CITY ELEMENTARY** 

**HUNTINGTON BEACH UNION HIGH** 

**IRVINE UNIFIED** 

LA HABRA CITY ELEMENTARY

LAGUNA BEACH UNIFIED

LOS ALAMITOS UNIFIED

MAGNOLIA ELEMENTARY

**NEWPORT-MESA UNIFIED** 

NORTH ORANGE COUNTY COMMUNITY COLLEGE

OCEAN VIEW ELEMENTARY

ORANGE COUNTY OFFICE OF EDUCATION

**ORANGE UNIFIED** 

PLACENTIA-YORBA LINDA UNIFIED

RANCHO SANTIAGO COMMUNITY COLLEGE

SADDLEBACK VALLEY UNIFIED

SANTA ANA UNIFIED

SAVANNA ELEMENTARY

SOUTH ORANGE COUNTY COMMUNITY COLLEGE

TUSTIN UNIFIED

**WESTMINSTER ELEMENTARY** 

#### PLACER COUNTY

**ACKERMAN ELEMENTARY** 

ALTA-DUTCH FLAT UNION ELEMENTARY

AUBURN UNION ELEMENTARY

**COLFAX ELEMENTARY** 

DRY CREEK JOINT ELEMENTARY

**EUREKA UNION ELEMENTARY** 

FORESTHILL UNION ELEMENTARY

LOOMIS UNION ELEMENTARY

NEWCASTLE ELEMENTARY

OPHIR ELEMENTARY

PENRYN ELEMENTARY

PLACER COUNTY OFFICE OF EDUCATION

PLACER HILLS UNION ELEMENTARY

PLACER UNION HIGH

**ROCKLIN UNIFIED** 

ROSEVILLE CITY ELEMENTARY

ROSEVILLE JOINT UNION HIGH

SIERRA JOINT COMMUNITY COLLEGE

TAHOE-TRUCKEE UNIFIED

WESTERN PLACER UNIFIED

#### **PLUMAS COUNTY**

FEATHER RIVER COMMUNITY COLLEGE

PLUMAS COUNTY OFFICE OF EDUCATION

PLUMAS UNIFIED

#### RIVERSIDE COUNTY

ALVORD UNIFIED

**BANNING UNIFIED** 

**BEAUMONT UNIFIED** 

**NUVIEW UNION** 

CORONA-NORCO UNIFIED

**DESERT CENTER UNIFIED** 

DESERT COMMUNITY COLLEGE

**DESERT SANDS UNIFIED** 

HEMET UNIFIED

JURUPA UNIFIED

LAKE ELSINORE UNIFIED

MENIFEE UNION ELEMENTARY

MORENO VALLEY UNIFIED

MT. SAN JACINTO COMMUNITY COLLEGE

MURRIETA VALLEY UNIFIED

**NUVIEW UNION** 

PALM SPRINGS UNIFIED

PALO VERDE COMMUNITY COLLEGE

PALO VERDE UNIFIED

PERRIS ELEMENTARY

PERRIS UNION HIGH

RIVERSIDE COMMUNITY COLLEGE

RIVERSIDE COUNTY OFFICE OF EDUCATION

RIVERSIDE UNIFIED

ROMOLAND ELEMENTARY

**NUVIEW UNION** 

**TEMECULA VALLEY UNIFIED** 

**VAL VERDE UNIFIED** 

#### SACRAMENTO COUNTY

ARCOHE UNION ELEMENTARY

**CENTER UNIFIED** 

**DEL PASO HEIGHTS ELEMENTARY** 

**ELK GROVE UNIFIED** 

**ELVERTA JOINT ELEMENTARY** 

FOLSOM-CORDOVA UNIFIED

**GALT JOINT UNION ELEMENTARY** 

**GALT JOINT UNION HIGH** 

**GRANT JOINT UNION HIGH** 

LOS RIOS COMMUNITY COLLEGE

#### BID FORM Revised 10/31/2013

TO: Fairfax School District, acting by and through its Governing Board, herein called "DISTRICT".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of the New Elementary School #4, and on a as-needed basis, DSA approved relocatable buildings and other services as defined in the attached pricing matrix in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein. IT IS UNDERSTOOD THAT THE DISTRICT IS UNDER NO OBLIGATION TO PURCHASE ANY PRODUCTS OR SERVICES, O FROM THIS CONTRACT AND WILL DO SO ON AN AS NEEDED BASIS AND WILL ISSUE INDIVIDUAL PURCHASE ORDERS FOR EACH PURCHASE: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda and/or CM Clarifications: (Bidder to list all addenda/clarifications).

ADDENDUM NO	DATE RECEIVED
ADDENDUM NO.	DATE RECEIVED
ADDENDUM NO	DATE RECEIVED
ADDENDUM NO	DATE RECEIVED
CLARIFICATION NO. 19	DATE RECEIVED 10-17-13
CLARIFICATION NO. 20	DATE RECEIVED 10-29-13
CLARIFICATION NO. 21	DATE RECEIVED 1 12 -31-13
CLARIFICATION NO.	DATE RECEIVED

- The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible and responsive bidder or bidders from among those bidders responsive to the call for bids. The DISTRICT reserves the right to award a contract to more than one bidder if it deems that multiple contracts would be advantageous to the DISTRICT for the Matrix podion (Piggyback.) The DISTRICT will award the New Elementary School No. 04 project to the lowest most responsible and responsive bidder. In the event an award is made to a bidder, and such bidder fails or refuses to execute the contract and provide the required documents within fourteen (14) calendar days after notification of the award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsible and responsive bidder or release all bidders. Each bid must conform and be responsive to the contract documents as defined in the General Conditions.
- 3. Each bidder shall submit, with the required bid documents, evidence that they have a DSA PC for the following buildings on the pricing matrix item "A" 24x40, item "E" 30x32, item "G" 24x60, item "T" 12x40 Restroom, item "AN 48x40 Two Story and items BG, BH and BI Concrete Block Restrooms. If the bidder does not submit the required PC numbers they will be considered non-responsive.
- In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this three-month
  period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to

proceed may be posiponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the posiponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

5.	It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities
	or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw
	this bid for a period of sixty (60) days after the date set for the opening of bids.

6.	Attached is bid security in the amount of 10% of the dollar amount given for the New Elementary Project #4 \$	
	The Piggyback if bid-ceparately shall require a \$10,000 \$ 10,000 — Bit certified check, cashier's check, or cash. (circle one)	id Bond

- 7. The regulred List of designated subcontractors is attached hereto.
- The required notarized Noncollusion Affidavits for CONTRACTOR and subcontractors are attached hereto.
- 9. The Substitution Request Form, if applicable, is attached hereto.
- 10. The Pricing Matrix, if applicable to bidder.
- It is understood and agreed that if wrillen notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, within five (5) calendar days after receipt of notification of award.
- Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
- 13. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a copartnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

14. The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's	945691
License Number:	743671

License expiration date: Name on License: Type of License:

4/30/2014	7 40
Impact Construction Services	
B C-8	

If the bidder is a joint venture, each member of the joint venture must include the above information.

- 15. Time is of the essence regarding this contract, therefore, in the event line bidder to whom the Notice of Intent to Award Contract is given fails or refuses to return the required executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfelted as damages.
- Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq...), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
- 17. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.
- 18. The bidder is familiar with Government Code Sections 12650, et. seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.
- The term of the Master Purchase Agreement shall be for one (1) year, renewable for four (4) additional one (1) year terms subject to annual price revisions. The prices may be adjusted each renewal period provided the bidder submits a written request for a price adjustment to the District thirty (30) days prior to the expiration of the current Master Purchase Agreement period. The price adjustment shall be based on the average twelve (12) month change in the United States Consumer Price Index, as published by the U.S. Department of Labor Statistics, using the Master Purchase Agreement period, not to exceed ten (10) percent above the bid price, or to the lowest pricing currently offered by the Contractor to any public school district or public agency. The pricing adjustment shall be reviewed and approved by the district prior to the renewal of any extensions.

renewal of any extensions.
Bidder is bidding on the New Elementary School No. 04 only
The total price for the New Elementary School No. 04 per the attached drawings and specifications: \$
Bidder is bidding on the Piggyback Matrix only (per the attached)

The total price for the Piggyback Matrix per the attached drawings and specifications combining - Base Building Price of Items A, E, G, T, AN, BG, BH, & BI:

\$ 1,010,035.00
one million ten thousand thirty five dollars
Bidder is bidding on both the New Elementary School No. 04 & the Piggyback Matrix
I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.
Impact Construction Services Inc.
Proper Name of Bidder
1120 Commerce Due Box 9 Atwater CA 9530.
Address
209-358-0109 209-358-0471 Phone No. Fax No.
Phone No. Fax No.
By: Abus G. Wencholi Date: 11/1/3 Signature of Bidder

<u>NOTE</u>: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; If bidder is a pertnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behall of the partnership; and if bidder is an individual, his signature shall be placed above.

ALL SIGNATURES MUST BE MADE IN PERMANENT BLUE INK.

#### AMENDMENT No. 1 TO CONTRACT Issued April 22, 2014

## BETWEEN FAIRFAX SCHOOL DISTRICT AND IMPACT CONSTRUCTION SERVICES INC. FOR BID NO. 130-00 FOR THE PURCHASE OF NEW MODULAR BUILDINGS

THIS AMENDMENT is made and entered into this 9th day of April, 2015, with the FAIRFAX SCHOOL DISTRICT, a public educational agency, hereinafter referred to as "DISTRICT", and IMPACT CONSTRUCTION SERVICES INC., hereinafter referred to as "Contractor". The parties mutually agree to amend the existing Contract as follows:

#### 1. PREMISES:

- 1.1 A one year extension of the contract (piggyback) with Impact Construction Services Inc. for the purchase of Department of State Architect (DSA) approved modular classrooms District-Wide. The original contract term is for one (1) year and may be extended for four (4) one year periods in accordance with the provisions contained in the Education code.
- 1.2 On April 9, 2015, the Board of Education authorized the DISTRICT to amend the original contract based on the information stated above.
- 2. The contract term for the extension of the contract (piggyback) will be from April 22,2015 through April 22, 2016.
- 3. This Amendment is effective upon execution. In addition, other public school District's, community college Districts, and public agencies throughout the State of California may purchase identical items as the same unit price(s). In addition, pursuant to Bid No. 130-00 BID FORM, Paragraph 19, the Contractor has requested a priced adjustment of 1.8 percent based upon the Consumer Price Index Calculator for the State of California, Division of Labor Statistics & Research.

FAIRFAX SCHOOL DISTRICT

IMPACT CONSTRUCTION SERVICES INC.

Title: Board Member

Date: 4/9/2015

Date: March 5, 2015

#### 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:

Approve Resolution No. 15/16.18, Authorizing the Purchase of Portable Restroom from Impact Construction Services, Inc., Under a Piggyback Contract Pursuant to Education Code Section 20118 (Lincoln High School Farm)

AGENDA ITEM AREA:

Action

REQUESTED BY:

Mike Adell
Director of Facilities

**ENCLOSURES:** 

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

CA Career Pathways Trust Grant

**MEETING DATE:** 

April 5, 2016

**ROLL CALL REQUIRED:** 

Yes

#### BACKGROUND:

Included in the Western Placer Unified School District's California Career Pathways Trust Grant application for improvements to the Lincoln High School Farm are Americans with Disabilities Act (ADA) components including a goal to provide ADA compliant primary paths of travel throughout including instructional spaces and restrooms. The current restroom facility does not meet current ADA standards and will need to be replaced. Therefore, it will be necessary for the District to add one (1) portable restroom building (boys/girls/staff restrooms) and associated site work at the site.

Because of an expeditious schedule, it is in the District's best interest to purchase and install the relocatable restroom under a piggyback contract pursuant to Education Code Section 20118. The District has selected Impact Construction Services, Inc., through a bid (Bid No. 130-00) procured and authorized by the Fairfax School District on October 25, 2013 and extended through April 22, 2016. District staff has received an acceptable price proposal from Impact Construction Services, Inc., for the restroom building including all necessary interior and exterior finishes and components for a total cost of \$74,148.20.

#### RECOMMENDATION:

Staff recommends that the Board of Trustees approve Resolution 15/16.18, Authorizing the Purchase of Portable Restroom from Impact Construction Services, Inc., Under Piggyback Construct Pursuant to Education Code Section 20118.

#### WESTERN PLACER UNIFIED SCHOOL DISTRICT

#### RESOLUTION NO. 15/16.18

#### Purchase of Portable Restroom Building

WHEREAS, the Governing Board (the "Board") of the Western Placer Unified School District (the "District") has determined that a true and very real need exists for the acquisition of one (1) 12' x 40' restroom building (the "Property"); and

WHEREAS, the Governing Board of a school district may under Section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to purchase the Property from Impact Construction Services, Inc. through a bid procured by the Fairfax School District under piggyback contract authorized by Fairfax School District Board Action on April 9, 2015 effective until April 22, 2016 ("Purchase Contract"); and

WHEREAS, the Board of the District has determined that this Purchase Contract is the most economical means for providing the Property to the District.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

- Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.
- Section 2. The Board hereby finds and determines the acquisition of the Property pursuant to Public Contracts Code section 20118 to be in the best interest of the District.
- Section 3. The Board hereby finds and determines the Purchase Contract provides the most economical means for providing the Property to the District.
- Section 4. The Superintendent or Superintendent's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 5. This Resolution shall be effective as of the date of its adoption.

Placer 2016 b	APPROVED, Unified School y the following	District,	AND Placer	ADOP' County,	<b>ΓED</b> by State of	the Gov Californ	erning ia, this	Board d	of the lay of _	Western
	AYES:									
	NOES:									
	ABSTAIN:									
	ABSENT:									
						dent of the		-		
	ATTEST:									
						of the Gern Place				- ict



Impact Construction Services, Inc.1120 Commerce Ave, Box #9 Atwater CA, 95301 Tele 209-769-5508 Fax 559-665-5700

> OUOTATION March 3, 2016

Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA. 95648 (916) 645-5100

Attention: Michael Adell (Director of Facilities)

Re: (1) Pre-Owned Refurbished 12x40 Boy/Staff/Girl restroom

**Building Type:** Certified Pre-Owned Refurbished DSA Modular Building set on a pressure treated wood foundation.

(1) 12x40 Boy/Staff/Girl Restroom to be delivered and installed at Lincoln Farm School

Note: The following prices are based on Impact Constructions Piggyback Agreement with Fairfax School District, on the Fairfax Elementary #4 Bid #130-00 and buildings provided are pre-owned and discounted accordingly

Specifications: see below-Building(s) are refurbished

#### Piggyback Pricing List for 12x40 Boy/Staff/Girl RR

Bid Alternate:

Item #V 1	Building Base Price	\$64,020.00
Item #V 2	Installation	\$10,766.00

Additive Alternates:

Item #260	Engineering and Design @350 hr @ 15 hr	\$5,250.00
Item #277	Freight (1) floors @ \$1,300.00	\$1,300.00

Impact Construction Services:

DSA Compliant Metal Landing @1,300.00 each x6	\$9,100.00
DSA Compliant Metal Ramp 6' @ 750.00 each x3	<u>\$2,250.00</u>
	\$92,686.00

Discount for Pre-owned refurbished building -20% -\$18,537.20

\$74,148.20 (Tax Included)

#### Payment Terms

25% due upon execution of contract

45% due upon Start of building refurbishment

25% due upon delivery

5% due upon completion and customer sign-off

#### **Building Specifications 12x40 Boy/Staff/Girl Restroom**

- 1. Building provided is a steel frame structure
- 2. 1 1/8 T/G flooring w/self-coving vinyl
- 3. The exterior finish original wood siding -color selections to be determined by customer
- The roof is 26 gage standing seam or single ply membrane (whichever existing) with 2' overhangs on each end
- 5. The ceiling provided is a T-grid system with 2'x4' T-8 Lights
- 6. 2x4 Exterior walls
- 7. Interior wall finish is FRP panel over 1/2" water resistant sheetrock
- 8. Building insulation is: R-19 in the ceiling and R-13 in the walls and floor
- 9. (3) each 3'x7' hollow metal exterior door w/frames w/schlage locks
- 10. The building is equipped with electrical sub panel
- 11. Electrical lighting fixtures, receptacles and switches are installed per applicable code requirements
- 12. (4) each toilets, (1) handicap toilet and two each sinks in girl's restroom
- 13. 2 each toilet, 3 each urinals, and 2 each sinks in the boys restroom
- 14. Staff restroom room 1 each toilet and 1 each sink (note on existing plans it shows a janiters sink, but in order to meet clearance requirements the janitors sink is removed)
- 15. All plumbing in ABS and copper fixture fittings
- 16. (3) Each 180 CFM exhaust fans
- 17. Building will be set on a DSA pressure treated wood burm foundation
- 18. (1) contiguous deck with pop out and ramp

#### Clarifications and Exceptions

- Unless otherwise noted, building is quoted with standard features and finishes
- Impact is not responsible for delays beyond our control
- Price quoted assumes ready access to level site with large truck and trailer (fence removal by others)
- All site utility connections by others including main distribution panel and transformers
- Impact is responsible for the supply & installation of a pressure treated wood burm foundation system
- Site preparation of building pad by others
- Delivery time will be determined when notice to proceed is issued
- Price does not include any Architectural fees
- Impact will not be responsible for the removal and re-installation of any Architectural barrier
- Main electrical distribution panel and transformer by others
- Fire alarm system and FAC interface (if required) by others
- All low voltage systems, including telephone, and data by others. (Impact installs conduit and back box's)
- Fire sprinkler system (if required) by others
- It is assumed that building components can be delivered and set utilizing normal equipment and practices.
- All local submittals, permits, testing and fees required by others

#### ACCEPTANCE AND PRICING

The proposal is only good as long as	supplies last.	In order to secure	building a down	payment will l	be
needed along with signed proposal.			A		

Quotation submitted by:

Duane Hamilton

Accepted by:

Date: 3 17116



## FAIRFAX SCHOOL DISTRICT

Bid # 130-00 (revised 10-25-13) for Modular Buildings

## PIGGYBACK

the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

- 25. BID BOND: Bid Bond shall be for an amount of \$1,000.
- 26. <u>No Telephone or Facsimile Availability</u>. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at any time.
- 27. <u>UTILIZATION OF BIDS BY OTHER SCHOOL DISTRICTS</u>, COMMUNITY COLLEGES, CALIFORNIA STATE UNIVERSITIES AND OTHE PUBLIC AGENCYS. For the term of this contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts, community college districts, State Universities any public corporation or agency including any county, city, town, or public corporation or agency within the state of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 and 20652 of the Public Contact Code.

The Fairfax School District waives its right to require such other districts and offices to have their warrants in favor of the District as provided in said Code sections.

Those entities able to participate in this contract are not limited to those listed below as per conditions set forth in the State of California Public Contract Code.

#### ALAMEDA COUNTY

ALAMEDA CITY UNIFIED ALAMEDA COUNTY OFFICE OF EDUCATION ALBANY UNIFIED **BERKELEY UNIFIED** CASTRO VALLEY UNIFIED CHABOT-LAS POSITAS COMMUNITY COLLEGE **DUBLIN UNIFIED · EMERY UNIFIED** FREMONT UNIFIED FREMONT-NEWARK COMMUNITY COLLEGE HAYWARD UNIFIED LIVERMORE VALLEY JOINT UNIFIED MOUNTAIN HOUSE ELEMENTARY **NEW HAVEN UNIFIED NEWARK UNIFIED OAKLAND UNIFIED** PERALTA COMMUNITY COLLEGE PIEDMONT CITY UNIFIED PLEASANTON UNIFIED

**BUENA PARK ELEMENTARY** 

CAPISTRANO UNIFIED

ţ

**CENTRALIA ELEMENTARY** 

COAST COMMUNITY COLLEGE

CYPRESS ELEMENTARY

FOUNTAIN VALLEY ELEMENTARY

**FULLERTON ELEMENTARY** 

**FULLERTON JOINT UNION HIGH** 

**GARDEN GROVE UNIFIED** 

**HUNTINGTON BEACH CITY ELEMENTARY** 

HUNTINGTON BEACH UNION HIGH

IRVINE UNIFIED

LA HABRA CITY ELEMENTARY

LAGUNA BEACH UNIFIED

LOS ALAMITOS UNIFIED

MAGNOLIA ELEMENTARY

**NEWPORT-MESA UNIFIED** 

NORTH ORANGE COUNTY COMMUNITY COLLEGE

OCEAN VIEW ELEMENTARY

ORANGE COUNTY OFFICE OF EDUCATION

**ORANGE UNIFIED** 

PLACENTIA-YORBA LINDA UNIFIED

RANCHO SANTIAGO COMMUNITY COLLEGE

SADDLEBACK VALLEY UNIFIED

SANTA ANA UNIFIED

SAVANNA ELEMENTARY

SOUTH ORANGE COUNTY COMMUNITY COLLEGE

TUSTIN UNIFIED

WESTMINSTER ELEMENTARY

#### PLACER COUNTY

ACKERMAN ELEMENTARY

ALTA-DUTCH FLAT UNION ELEMENTARY

AUBURN UNION ELEMENTARY

**COLFAX ELEMENTARY** 

DRY CREEK JOINT ELEMENTARY

**EUREKA UNION ELEMENTARY** 

FORESTHILL UNION ELEMENTARY

LOOMIS UNION ELEMENTARY

**NEWCASTLE ELEMENTARY** 

OPHIR ELEMENTARY

PENRYN ELEMENTARY

PLACER COUNTY OFFICE OF EDUCATION

PLACER HILLS UNION ELEMENTARY

PLACER UNION HIGH

**ROCKLIN UNIFIED** 

ROSEVILLE CITY ELEMENTARY

ROSEVILLE JOINT UNION HIGH

SIERRA JOINT COMMUNITY COLLEGE

TAHOE-TRUCKEE UNIFIED

WESTERN PLACER UNIFIED

#### **PLUMAS COUNTY**

FEATHER RIVER COMMUNITY COLLEGE

PLUMAS COUNTY OFFICE OF EDUCATION

**PLUMAS UNIFIED** 

#### RIVERSIDE COUNTY

ALVORD UNIFIED

**BANNING UNIFIED** 

**BEAUMONT UNIFIED** 

**NUVIEW UNION** 

CORONA-NORCO UNIFIED

DESERT CENTER UNIFIED

DESERT COMMUNITY COLLEGE

DESERT SANDS UNIFIED

HEMET UNIFIED

JURUPA UNIFIED

LAKE ELSINORE UNIFIED

MENIFEE UNION ELEMENTARY

MORENO VALLEY UNIFIED

MT. SAN JACINTO COMMUNITY COLLEGE

MURRIETA VALLEY UNIFIED

**NUVIEW UNION** 

PALM SPRINGS UNIFIED

PALO VERDE COMMUNITY COLLEGE

PALO VERDE UNIFIED

PERRIS ELEMENTARY

PERRIS UNION HIGH

RIVERSIDE COMMUNITY COLLEGE

RIVERSIDE COUNTY OFFICE OF EDUCATION

RIVERSIDE UNIFIED

**ROMOLAND ELEMENTARY** 

NUVIEW UNION

TEMECULA VALLEY UNIFIED

**VAL VERDE UNIFIED** 

#### SACRAMENTO COUNTY

ARCOHE UNION ELEMENTARY

CENTER UNIFIED

DEL PASO HEIGHTS ELEMENTARY

**ELK GROVE UNIFIED** 

**ELVERTA JOINT ELEMENTARY** 

FOLSOM-CORDOVA UNIFIED

**GALT JOINT UNION ELEMENTARY** 

**GALT JOINT UNION HIGH** 

**GRANT JOINT UNION HIGH** 

LOS RIOS COMMUNITY COLLEGE

#### BID FORM Revised 10/31/2013

- TO: Fairlax School District, acting by and through its Governing Board, herein called "DISTRICT".
- 1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having famillarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to parform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and turnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of the New Elementary School II4, and on a as-needed basis, OSA approved relocatable buildings and other services as defined in the attached pricing matrix in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein. IT IS UNDERSTOOD THAT THE DISTRICT IS UNDER NO OBLIGATION TO PURCHASE ANY PRODUCTS OR SERVICES, O FROM THIS CONTRACT AND WILL DO SO ON AN AS NEEDED BASIS AND WILL ISSUE INDIVIDUAL PURCHASE ORDERS FOR EACH PURCHASE: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipted the following Addenda and/or CM Clarifications: (Bidder to list all addenda/clarifications).

ADDENOUM NO	DATE RECEIVED
ADDENDUM NO	DATE RECEIVED
ADDENDUM NO	DATE RECEIVED
ADDENDUM NO	DATE RECEIVED
CLARIFICATION NO. 19	DATE RECEIVED 10-17-13
CLARIFICATION NO. 20	DATE RECEIVED 10-29-13
CLARIFICATION NO. 21	DATE RECEIVED 10-31-13
CLARIFICATION NO	DATE RECEIVED

- 2. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the DISTRICT, will be by action of the governing board and to the towest responsible and responsive bidder or bidders from among those bidder responsive to the call for bids. The DISTRICT reserves the right to award a contract to more than one bidder if it deems that multiple contracts would be advantageous to the DISTRICT for the Matrix portion (Piggyback.) The DISTRICT will award the New Elementary School No. 04 project to the lowest most responsible and responsive bidder. In the event an award is made to a bidder, and such bidder fails or refuses to execute the contract and provide the required documents within fourteen (14) calendar days after notification of the award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsible and responsive bidder or release all bidders. Each bid must conform and be responsive to the contract documents as defined in the General Conditions.
- 3. Each bidder shall submit, with the required bld documents, evidence that they have a DSA PC for the following buildings on the pricing matrix item "A" 24x40, item "E" 30x32, item "G" 24x60, item "T" 12x40 Restroom, item "AN 48x40 Two Story and Items BG, BH and BI Concrete Block Restrooms. If the bidder does not submit the required PC numbers they will be considered non-responsive.
- In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this three-month
  period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to

proceed may be posiponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the posiponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informatities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of sixty (60) days after the date set for the opening of bids.
this did for a period of sixty (60) days after the date set for the opening of bids.

6.	Attached is bid security in the amount of 10% of the dollar amount given for the New Elementary School Project #4 \$	
	The Plggyback if bid-separately shall require a \$10,000 \$ 10,000 — Bid Bot certifled check, cashier's check or cash. (clrcle one)	nd

- 7. The required List of designated subcontractors is attached hereto.
- The required notarized Noncollusion Alfidavils for CONTRACTOR and subcontractors are attached hereto.
- 9. The Substitution Request Form, if applicable, is eliached hereto.
- 10. The Pricing Matrix, if applicable to bidder.
- It is understood and agreed that if written notice of the acceptance of this bid is mailed, tetegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, within five (5) catendar days after receipt of notification of award.
- Notice of intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
- 13. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a copartnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

14.	The undersigned bidder shall be licensed and shall provide the following information:

Bidder's Calilomia Contractor's	ancia.		
License Number;	945691		
Madina Hallinoll	**************************************		

License expiration date: Name on License: Type of License:

4/30/2014	712
Timpack Construction Services	- (2
B C-9	

If the birder is a joint venture, each member of the joint venture must include the above information.

- 15. Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to return the required executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
- Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq..), arising from the purchase of goods, materials, or services by the bidder for safe to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
- 17. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, and read the accompanying Instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and tump sum amounts set forth in this Bid Form.
- The bidder is familiar with Government Code Sections 12650, et. seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.
- The term of the Master Purchase Agreement shall be for one (1) year, renewable for four (4) additional one (1) year terms subject to annual price revisions. The prices may be adjusted each renewal period provided the bidder submits a written request for a price adjustment to the District thirty (30) days prior to the expiration of the current Master Purchase Agreement period. The price adjustment shall be based on the average twelve (12) month change in the United States Consumer Price Index, as published by the U.S. Department of Labor Statistics, using the Master Purchase Agreement period, not to exceed ten (10) percent above the bid price, or to the lowest pricing currently offered by the Contractor to any public school district or public agency. The pricing adjustment shall be reviewed and approved by the district prior to the renewal of any extensions.

renewal of any extensions.
Bidder is bidding on the New Elementary School No. 04 only
The total price for the New Elementary School No. 04 per the attached drawings and specifications: \$
Bldder is bidding on the Piggyback Matrix only (per the atlached)

The total price for the Piggyback Matrix per the attached drawlings and specifications combining - Base Building Price of Items A, E, G, T, AN, BG, BH, & Bl:

	\$ 1,010,035.00
	one millian ten thousand thirty five dollars
	Bidder is bidding on both the New Elementary School No. 04 & the Piggyback Matrix
represer	I, the below-indicated bidder, declare under penalty of perfory that the information provided and natations made in this bid are true and correct.
	Impact Construction Services Inc.
Proper N	lame of Bidder
	1120 Commerce Due Box 9 Atwater CA 95301
Address	
	209-358-0109 209-358-0471
Phone N	o. Fax No.
Ву:	Signature of Bidder Date: 11/1/3

<u>blote</u>: If bidder is a corporation, the legal name of the corporation shall be set lorth above together with his signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership the true name of the firm shall be set torth above, together with the signature of the partner or partners authorized sign contracts on behalf of the partnership; and if bidder is an Individual, this signature shall be placed above.

ALL SIGNATURES MUST BE MADE IN PERMANENT BLUE INK.

#### AMENDMENT No. 1 TO CONTRACT Issued April 22, 2014

BETWEEN
FAIRFAX SCHOOL DISTRICT
AND
IMPACT CONSTRUCTION SERVICES INC.
FOR

BID NO. 130-00 FOR THE PURCHASE OF NEW MODULAR BUILDINGS

THIS AMENDMENT is made and entered into this 9th day of April, 2015, with the FAIRFAX SCHOOL DISTRICT, a public educational agency, hereinafter referred to as "DISTRICT", and IMPACT CONSTRUCTION SERVICES INC., hereinafter referred to as "Contractor". The parties mutually agree to amend the existing Contract as follows:

#### 1. PREMISES:

- 1.1 A one year extension of the contract (piggyback) with Impact Construction Services Inc. for the purchase of Department of State Architect (DSA) approved modular classrooms District-Wide. The original contract term is for one (1) year and may be extended for four (4) one year periods in accordance with the provisions contained in the Education code.
- 1.2 On April 9, 2015, the Board of Education authorized the DISTRICT to amend the original contract based on the information stated above.
- 2. The contract term for the extension of the contract (piggyback) will be from April 22, 2015 through April 22, 2016.
- 3. This Amendment is effective upon execution. In addition, other public school District's, community college Districts, and public agencies throughout the State of California may purchase identical items as the same unit price(s). In addition, pursuant to Bid No. 130-00 BID FORM, Paragraph 19, the Contractor has requested a priced adjustment of 1.8 percent based upon the Consumer Price Index Calculator for the State of California, Division of Labor Statistics & Research.

FAIRFAX SCHOOL DISTRICT

IMPACT CONSTRUCTION SERVICES INC.

ride: Brard

Member

Date:

4/9/2015

Title: Contration

Date: March 5, 2015

#### 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 Employees to include Counselors

REQUESTED BY:

Gabe Simon, Ed.D. Assistant Superintendent of

Personnel Services

AGENDA ITEM AREA:

Discussion/Action

**ENCLOSURES:** 

Revised Salary Schedules for: Certificated Employees

& Counselors

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

**MEETING DATE:** 

April 5, 2016

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

In light of the Tentative Agreements with CSEA and WPTA effecting salary for 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 4% increase, retroactive to January 1, 2016, be applied to the Certificated Employee and Counselor salary schedules. Copies of the proposed revised schedules are included. The total estimated cost of the salary increase for these two employee groups is approximately \$521,000 to the unrestricted general fund for the 2015-2016 school year.

#### RECOMMENDATION:

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

### WESTERN PLACER UNIFIED SCHOOL DISTRICT 2015/2016 CERTIFICATED SALARY SCHEDULE

STEP	Δ	В	<u>C</u> Credential OR	<u>D</u> AB + 45	<u>E</u> AB + 60	<u>F</u> AB + 75	STEP
	AB + 0	AB + 15	AB + 30	MA + 0	MA + 15	MA + 30	
1	37,518	40,725	46,777	47,660	50,472	52,790	1
2			48,414	49,448	52,366	54,902	2
3			50,109	51,302	54,330	57,097	3
4			51,862	53,226	56,367	59,382	4
5				55,222	58,480	61,756	5
6				57,293	60,674	64,227	6
7				59,441	62,949	66,796	7
8				61,670	65,310	69,468	8
9					67,758	72,247	9
10					70,300	75,136	10
11						78,142	11
12						81,268	12
13						81,999	13
14						82,736	14
15						83,481	15
16						84,233	16
17						84,991	17
18						85,756	18
19						86,528	19
20						87,307	20
21						88,180	21
22						89,061	22
23						89,952	23
24						92,445	24

MASTER STIPEND IS 2.5% OF F-1

1,320

ASSIGNMENT - HOURLY

F-1 Placement, Daily Rate = \$288.47

\$288.47 daily rate divided by 7.5 hours = \$38.46 hourly rate.

\*2012-2013 Salary Schedule reflects 6 furlough days per MOU dated February 28, 2012

\*2013-2014 Salary Schedule reflects 1 furlough day per MOU dated May 10, 2013

\*2015-2016 Salary Schedule reflects 3.75% increase w/retro back to March 1, 2015

\*2015-2016 Salary Schedule reflects 4% increase w/retro back to 1/1/16

### WESTERN PLACER UNIFIED SCHOOL DISTRICT 2015/2016 COUNSELOR SALARY SCHEDULE

STEP	A	<u>B</u>	<u>C</u> Credential OR	<u>D</u> AB + 45	<u>E</u> AB + 60	<u>E</u> AB + 75	STEP
	AB + 0	AB + 15	AB + 30	MA + 0	MA + 15	MA + 30	
1	41,270	44,798	51,455	52,426	55,519	58,069	1
2			53,255	54,393	57,603	60,392	2
3	·		55,120	56,432	59,763	62,807	3
4			57,048	58,549	62,004	65,320	4
5				60,744	64,328	67,932	5
6				63,022	66,741	70,650	
7				65,385	69,244	73,476	
8				67,837	71,841	76,415	8
9					74,534	79,472	9
10					77,330	82,650	10
11						85,956	11
12						89,395	12
13						90,199	13
14						91,010	14
15						91,829	15
16						92,656	16
17						93,490	17
18						94,332	18
19						95,181	19
20						96,038	20
21						96,998	21
22						97,967	22
23						98,947	23
24						101,690	24

Counselors will be placed at no less than Column F Step 1 on the certificated salary schedule based on years of service credit. For a counselor to be placed on steps F11-F24 he or she must meet Column F unit requirements

MASTER STIPEND IS 2.5% OF F-1

1,320

**ASSIGNMENT - HOURLY** 

F-1 Placement, Daily Rate = \$288.47

\$288.47 daily rate divided by 7.5 hours = \$38.46 hourly rate.

\*2012-2013 Salary Schedule reflects 6 furlough days per MOU dated February 28, 2012

\*2013-2014 Salary Schedule reflects 1 furlough day per MOU dated May 10, 2013

\*2015-2016 Salary Schedule reflects 3.75% increase w/retro back to March 1, 2015

\*2015-2016 Salary Schedule reflects 4% increase w/retro back to 1/1/16

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Adjustment to Salary For the District's Classified Employees

REQUESTED BY:

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

AGENDA ITEM AREA:

Discussion/Action

**ENCLOSURES:** 

Revised Salary Schedules for: Classified Employees

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

**MEETING DATE:** 

April 5, 2016

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

In light of the Tentative Agreements with CSEA and WPTA effecting salary for 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 4% increase, retroactive to January 1, 2016, be applied to the Classified salary schedule. A copy of the proposed revised schedule is included. The total estimated cost of the salary increase for this employee group is approximately \$159,000 to the unrestricted general fund for the 2015-2016 school year.

#### RECOMMENDATION:

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

#### N PLACER UNIFIED SCHOOL DISTRICT SIFIED SALARY SCHEDULE 2015 - 2016

	WESTERN
Range	Cafeteria CLASS
14	Cafeteria Site Cashier
16	Central Kitchen Assistant
20	Central Kitchen Lead
23	Child Nutritional Clerk
12	Food Service Assistant
16	Food Service Lead
20	Middle School Cafeteria Lead
23	High School Cafeteria Lead Clerical
Range 28	Accounting Technician II
17	Adult School Account Clerk
24	Alternative Education Secretary
22	Assistant Principal Secretary
16	Bilingual School Clerk
22	Counselor Secretary
24	Department Secretary
22	District ELD & Intervention Program Secretary
20	District Office Clerk
23	District Receptionist Clerk
42	Facilities Planner
26 15	Facilities Support Clerk, Grant Funded Grant Funded Bilingual Clerk
15 14	Grant Funded Clerk Grant Funded Clerk
14	Grant Funded Support Services Clerk
18	Grant Funded Transition Support Provider
20	Health Clerk
22	Preschool Clerk
24	Registrar/Student Data Manager
20	School Office Clerk II
22	School Office Clerk III
24	School Secretary I (K-5)
25 22	School Secretary II (6-12) Special Education Clerk
28	Special Education Secretary
Range	Education
13	Campus Monitor
13	Campus/Cafeteria Supervisor
17	Computer Laboratory Technician
21	High School Library Technician
14	Infant/Toddler Paraprofessional
15	Instructional Aide
16 17	Instructional Aide-Bilingual/ESL. Instructional Aide-Special Education
25	Interpreter - Oral (Paid on Step A only)
25	Interpreter- Deaf & Hard of Hearing
20	Intervention Services Provider
19	Library Technician
32	Licensed Vocational Nurse
28	LVN/Paraprofessional, Specialized Phys Hith Care
28	Occupational Therapist Assistant I
17	Paraprofessional, Specialized Physical Health Care
15	Preschool Instructional Aide
24	Preschool Instructor
28 33	Speech-Language Pathology Assistant Translator - Written (Paid on Step A only)
Range	Transportation & Maintenance
33	Assistant Mechanic
24	Bus Driver, Special Needs
22	Custodian/Groundsman
37	Dispatcher/Driver Trainer
33	District Maintenance Worker
24 26	Grounds Maintenance Worker
76	LODG CHETOGION

RANGE	Step	Step	Step	Step	Step
	Α	В	C	D'	E
1	10.68	11.17	11.73	12.29	12.89
2	10.92	11.48	11.99	12.59	13.20
3	11.17	11.73	12.29	12.89	13.50
4	11.48	11.99	12.59	13.20	13.84
5	11.73	12.29	12.89	13.50	14.18
6	11.99	12.59	13.20	13.84	14.49
7	12.29	12.89	13.50	14.18	14.85
8	12.59	13.20	13.84	14.49	15.20
9	12.89	13.50	14.18	14.85	15.57
10	13.20	13.84	14.49	15.20	15.92
11	13.50	14.18	14.85	15.57	16.34
12	13.84	14.49	15.20	15.92	16.72
13	14.18	14.85	15.57	16.34	17.15
14	14.49	15.20	15.92	16.72	17.56
15	14.85	15.57	16.34	17.15	17.95
16	15.20	15.92	16.72	17.56	18.38
17	15.57	16.34	17.15	17.95	18.85
18	15.92	16.72	17.56	18.38	19.33
19	16.34	17.15	17.95	18.85	19.77
20	16.72	17.56	18.38	19.33	20.26
21	17.15	17.95	18.85	19.77	20.76
22	17,55	18.38	19.33	20.26	21.25
23	17.95	18.85	19.77	20.76	21.78
24	18.38	19.33	20.26	21.25	22.28
25	18.85	19.77	20.76	21.78	22.84
26	19.33	20.26	21.25	22.28	23.39
27	19.77	20.76	21.78	22.84	23.97
28	20.26	21.25	22.28	23.39	24.58
29	20.76	21.78	22.84	23.97	25.16
30	21.25	22.28	23.39	24.58	25.80
31	21.78	22.84	23.97	25.16	26.42
32	22.28	23.39	24.58	25.80	27.07
33	22.84	23.97	25.16	26.42	27.72
34	23.39	24.58	25.80	27.07	28.42
35	23.97	25.16	26.42	27.72	29.12
36	24.58	25.80	27.07	28.42	29.84
37	25.16	26.42	27.72	29.12	30.57
38	25.80	27.07	28.42	29.84	31.34
39	26.42	27.72	29.12	30.57	32.12
40	27,07	28.42	29.84	31.34	32.89
41	27.72	29.12	30.57	32.12	33.72
42	28.42	29.84	31.34	32.89	34.51
43	29.12	30.57	32.12	33.72	35.36
44	29.84	31.34	32.89	34.51	36.23
45	30.57	32.12	33.72	35.36	37.14
46	31.34	32.89	34.51	36.23	38.06
47	32.12	33.72	35.36	37.14	39.00
48	32.89	34.51	36.23	38.06	39.97
49	33.72	35.36	37.14	39.00	40.97
50	34.51	36.23	38.06	39.97	41.99

0% added to to the 2007 - 2008 schedule

REVISED 7/1/09 - 3% added to the 2008- 2009 schedule

Effective 7/1/11 - 2011/12 Calendar reduced by 4 furlough days per MOU dated 3/30/11

Effective 7/1/12 - 2012/13 Calendar reduced by 8 furlough days per MOU dated 4/5/12

Effective 7/1/13 - 2012/13 Calendar reduced by 2 furlough days

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

Effective 7/1/15 - 3.75% added to the 2015-2016 salary schedule, retro to 3/1/15 Effective 3/15/16 = 4% added to the 2015-2016 salary schedule, retro to 1/1/16

Longevity: 2.5% salary increase for 10 years of service and 2.5% for each

additional 5 years of completed service.

#### Range Technology District & Site Support Tech 33

45 Network Engineer

Mechanic

Lead Custodian Maintenance/Custodian

26

24

42

- Technology Data Specialist 45
- 33 CALPADS Coord/Tech Proj Tech/Tech Sup Tech I
- Technology Support Tech II

Retiree Benefits: After 15 years of service, 3,600 for a maximum of five (5) consecutive years or to age 65 or \$6,000 per year for a maximum of three (3) consecutive years or until age 65.

#### 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.
- 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, 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 Revised Job Description for Food Service Director position.

**AGENDA ITEM AREA:** 

Discussion/Action

REQUESTED BY:

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

**ENCLOSURES:** 

Revised Job Description for: Food Services Director

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

Developer Fees

**MEETING DATE:** 

April 5, 2016

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

As a part of the ongoing review of District needs and job descriptions by the District there exists a need to approve a revised job description for the Food Service Director position, which is a classified management position in order to clarify the education requirements. These changes would be effective July 1, 2016.

#### RECOMMENDATION:

Approve the revised job description for the Food Service Director position.

#### Western Placer Unified School District

#### POSITION DESCRIPTION

Position Title:

FOOD SERVICE DIRECTOR

Department:

Food Service

Reports To:

Assistant Superintendent of Business and Support Services

#### SUMMARY:

Directs the district's food service program in conformance with local, state and federal regulations and requirements including public health and safety.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Oversees and coordinates the daily operation of the District's food service program.
- \* Monitors food production and service to assure that planned menus are followed and that substitutions comply with meal requirements.
- Periodically receives and stores deliveries of food and supply items.
- Responsible for food and supplies security including revenue.
- Plans work schedules, arranges for substitute when required.
- \* Audits, approves and maintains employee time records.
- \* Monitors and maintains perpetual and month end inventory records.
- Ensures accurate production records conform to federal guidelines.
- \* Provides on-the-job training to staff in areas of food production, sanitation etc.
- \* Supervises, hires and evaluates employees.
- \* Develops specifications for, solicits competitive prices and requisitions for all food, equipment and supplies for the department.
- \* Plans menus that conform to Federal regulations and provides nutritional and appetizing foods.
- Evaluates meal costs and recommends changes as appropriate.
- \* Ensures proper and timely training to new food service staff.
- \* May work with student, parent and other groups regarding the provision of food service for special events and concessions. Consults with district administrators and other concerned groups regarding the food service program.
- \* Develops and recommends changes in food service program policies and procedures to district administrators, including application processing and meal ticket handling procedures under free and reduced price meal program.

#### **SUPERVISORY RESPONSIBILITIES:**

Supervises one Coordinator and a minimum of 30 food service workers.

#### QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **EDUCATION** and/or EXPERIENCE:

High school diploma or general education degree (GED) required. Bachelor's degree or Associate's degree with academic major or concentration in food or nutrition or related area and at least 2 years of related school nutrition program experience. Five years of supervisory experience in a large-scale food service operation, preferably at least two years of experience in school food service. Food safety certification as required by California Law and the Health and Safety Code.

#### LANGUAGE SKILLS:

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-one-one and small group situations to customers, clients, and other employee of the organization.

#### **MATHEMATICAL SKILLS:**

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, volume. Ability to apply concepts of basic algebra and geometry.

#### **REASONING ABILITY:**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

#### **OTHER SKILLS and ABILITIES:**

Working knowledge of quantity food preparation, sanitation principles, menu planning, inventory control, record keeping, and production schedules. Ability to apply knowledge of current research and theory in specific field. Ability to establish and maintain effective working relationships with students, staff and the school community. Ability to speak clearly and concisely both in oral and written communication. Ability to perform duties with awareness of all district requirements and Board of Trustee policies.

#### LICENSES:

Possession of an appropriate California operator's license issued by the State Department of Motor Vehicles.

#### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Ability to occasionally lift and/or move up to 50 pounds such as milk crates, frozen food, canned food etc. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee frequently is required to walk and use fingers, tools, or controls. The employee is occasionally required to stand and reach with hands and arms. Specific vision abilities required by this job include close vision, color vision, and depth perception.

#### **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is frequently loud to where you have to raise your voice to be heard. The employee is continuously required to meet deadlines with severe time constraints, interact with the public and other staff, work irregular or extended work hours.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

#### 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:** 

Collective Bargaining Agreement Between Western Placer Unified School District and the Western Placer Teacher's Association

REQUESTED BY:

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

**DEPARTMENT:** 

Personnel

**MEETING DATE:** 

April 5, 2016

**AGENDA ITEM AREA:** 

Discussion/Action

**ENCLOSURES:** 

Tentative Agreements reflecting changes from previous Agreement & AB 1200 Certification Documentation

FINANCIAL INPUT/SOURCE:

General Fund

ROLL CALL REQUIRED:

No

#### **BACKGROUND:**

The Collective Bargaining Agreement between the Western Placer Teacher's Association ("WPTA") and the Western Placer Unified School District (WPUSD) is being submitted for ratification. Both parties have completed a lengthy effort to finalize the contract. The terms of the agreement will be in effect from July 1, 2015 – June 30, 2018 with opportunities for both parties to reopen limited articles pursuant to the agreement. The Tentative Agreement has been ratified by WPTA.

Statute requires that the public is made aware of the costs associated with a tentative collective bargaining agreement before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement

for the current and subsequent fiscal year, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)].

The Superintendent of the school district and Chief Business Official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall itemize any budget revision necessary to meet the costs (or savings) of the agreement in each year of its term [Gov. Code 3547.5 (b)]. The attached forms are the required format by the Placer County Office of Education.

The budgetary implications of the Tentative Agreement between WPUSD and WPTA which includes a salary increase are described in the attached document entitled "Public Disclosure of Proposed Collective Bargaining Agreement: Certification".

#### **RECOMMENDATION:**

Administration recommends the Board of Trustees ratify the Collective Bargaining Agreement as presented.

# MEMORANDUM OF UNDERSTANDING Between the WESTERN PLACER UNIFIED SCHOOL DISTRICT And the WESTERN PLACER TEACHERS ASSOCIATION February 23, 2016

This memorandum of understanding (MOU) is the resolution between the Western Placer Unified School District ("WPUSD") and the Western Placer Teachers Association ("WPTA") regarding the Early Release Days for the 2016-2017 school year. The following activities are at the district's discretion. If implemented, both parties will adhere to the following agreement.

#### Purpose:

We believe that all students are capable of learning. We are the committed to the development of character, and to ensuring students' are college and career ready. The district mission collectively focuses on ensuring the learning and well-being of all students and the district LCAP goals capture our commitment to this. Dedicated, professional collaboration and learning time is necessary to support the critical work we must do to affect students learning and achievement.

- 1. The District 2016-2017 calendar (see 2016-2017 District Calendar attached as Exhibit A) will reflect Early Release Mondays (ERM) to be utilized solely to support the work of our Professional Learning Community (PLC) in achieving our LCAP goals. Up to four (4) ERMs may be scheduled by the district for cross-district articulation to support PLC work. All other ERMs will be utilized at site discretion for PLC work, which may include additional cross-district articulation days if sites deem them necessary.
- 2. The PLC process requires, through a continuous cycle, improvement upon:
  - Learning environments, leadership, and team capacity
  - A guaranteed and viable curriculum
  - Effective first instruction
  - Progress monitoring
  - Intervention
  - Enrichment

Thus, the PLC work done during Early Release Mondays will be reflective of the aforementioned areas. Ongoing goals and reflections toward meeting said goals will be expected as part of this process. Administration and WPTA unit members will participate in the PLC process to develop, implement, monitor and adjust policies, practices and procedures that align with our belief that all students can achieve at high levels and our commitment to ensuring all students do. It will be the responsibility of administration to ensure focus is kept on the key areas listed above and thus student achievement.

- 3. Quarter and semester Early Release Days will be utilized in one or more of the following ways:
  - a. Parent Conferences
    - Early Release Days at the quarters are for the purpose of parent conferences at the elementary (including the Monday for elementary) and middle school level.
  - b. Final Exam and Grade Preparation
    - ii. Early Release Days at the end of the semesters are for the purpose of grading final examinations and preparing semester grade reports.
  - 4. A minimal amount of preparation work outside of normal information gathering and assessment acquisition responsibilities may be required of unit members.
  - 5. The Parties understand that this MOU addresses the time on Early Release Days from 1:40pm (1:56pm for Lincoln High School) and beyond and does not modify any current Agreement regarding the remainder of the school day. The teacher work day ends at the normal site time.
  - 6. Both Parties acknowledge that there is a need to provide ongoing first time and refresher training for staff engaged in the PLC process as well as additional targeted training/coaching for key District and WPTA leadership so that collectively we are equipped to operate successfully as a PLC. Consequently, The District is committed to allocating resources to support future training/coaching.
  - 7. To assist in the implementation of the PLC process and this MOU, WPUSD and WPTA will establish an oversight committee made up of three WPUSD and three WPTA members. Concerns related to the PLC process and/or this MOU will be forwarded to this committee in lieu of the grievance process.
  - 8. This agreement will be reviewed by both parties during the 2016-2017 school year.

Dated: 2/03/16	Dated: 2/23/16
For the District:	For WPTA:
Gabriel Simon, Assistant Superintendent of Personnel Services	Mike Agrippino, Chief Negotiator

#### **Tentative Agreement**

Tentative agreement has been reached between the Western Placer Unified School District and the Western Placer Teacher's Association on the following:

#### Article VII- Teaching Hours (Retitled to read: Unit Member Hours)

\*Agreed upon changes to this article are attached

#### Article VIII- Leaves

Presidential Leave:

See attached Memorandum of Understanding dated February 23, 2016

#### Article IX- Class Size

- \*Agreed upon changes to this article are attached
- •Both parties agree to re-open the Class Size article specifically to discuss student contacts/offsets. This re-opener will not count against either party as a re-opener.

#### Article X- Assignment/Reassignment/Transfer

♦See attached Memorandum of Understanding dated February 23, 2016

#### Article XII- Certificated Personnel Evaluation

- \*Both parties agree on attached forms for Speech Pathologists, Nurses, and Counselors.
- ♦The District proposes the following changes to Article XII:

#### H. FORMATS

A variety of formats may be used for the annual professional plan.

The following certificated employees will be evaluated using the four domains (Framework for Teaching – Appendices J-M):

Speech Pathologists Nurses

Counselors

The above mentioned employees will use the "Framework" for their field (Appendix J) formal Evaluation form for their field (Appendix K), Employee Reflection Form (Appendix L - this form is optional), and Summative form (Appendix M). The Framework for Teaching uses four domains of professional practice which are aligned to the standards of each specific profession.

Speech Pathologists, Nurses, and Counselors will be evaluated using the same evaluation timelines and procedures that are used for probationary and permanent teachers as noted in Article XII (C through H).

#### Article XIII- Salaries

- ♦The District and WPTA reached an agreement for a 4% salary increase retroactive to January 1, 2016 with the addition of one additional work day in 2017-2018.
- ♦ The District proposes the attached changes to Article XV Work Year
- ♦ The District is also proposing the following change to Article XIII (see revised Appendix B attached):

#### G. SPECIAL ASSIGNMENT SALARY SCHEDULE

- Bargaining unit employees who are designated by the District to perform the duties of the
  assignments listed in Appendix B shall receive the appropriate compensation listed in Appendix
  B. Employees who serve less than a full year, or less than a full assignment, shall receive a prorated stipend.
- 2. Each year the principal of each school site shall submit in writing a list of persons authorized to serve in the special assignments to the District office. This shall be done as soon as possible so these persons can be paid in accordance with the supplemental salary schedule.
- 3. Certificated staff authorized to fill special assignments shall be paid in accordance with the criteria for establishment of supplemental pay, which is based upon yearly extra-curricular schedules and time factors involved. The pay will be stated as a percentage of the base salary (C-1) except as otherwise noted in Appendix B.
- 4. Counselors will be placed at no less than Column F Step 1 on the certificated salary schedule based on years of service credit. For a counselor to be placed on steps F11-F24, he or she must meet Column F unit requirements.

#### Article XIV- Employee Benefits

♦No Changes

#### Appendix A- Salary Schedule

- •Will be modified to reflect any changes in salary agreed upon by the Parties.
- \*Agreement affects Work Year Article (Proposed Changes Attached)

#### Appendix B

\*Both parties agree to attached changes to Appendix B

#### Appendix G- Compensation for Exceeding Class Size Maximums Form

•Modified to reflect any changes in articles agreed upon by the Parties as well as addressing the need for different form for the Semester system.

Appendix H- Certificated Staffing Assignment Notice

\*Modified to update dates of school year

WDT A Design

w.r.i.A. Designee

Date

Date Ratified by WPTA Members

W.P.U.S.D. Designee

Date

Date Adopted by Board

<sup>\*</sup> Other various changes may be necessary depending on what may be agreed upon and to clean up contract language. All such changes must be agreed to.

## ARTICLE VII TEACHING UNIT MEMBER HOURS

A. The length of the teacher unit member work day, including preparation time, lunch relief periods, shall not exceed seven and one-half (7 ½) hours. The beginning of the work day will be defined as 30 minutes before the start of the school day and may be modified by mutual agreement between the site administrator and the teacher unit member. This does not limit the teacher unit member to 7 ½ hours, if the teacher unit member so chooses. District paid supplemental instruction may begin before the end of the teacher work day. It is acknowledged that unit members are exempt employees.

Certificated non-teaching members start and end times will be determined by site the District and will generally be the same as certificated teaching members except for duties outlined in their job descriptions. These duties may require working beyond the 7 ½ hour work day.

Teacher assignments shall determine the beginning and ending time at each site. Teachers will be responsible for work related activities during the time following the school day until the end of their work day. District paid supplemental instruction may begin before the end of the teacher work day. Teachers employed at elementary sites will be excluded from the after school duty schedule for the time between the end of the school day and work day. The employee shall spend the work day on campus except for lunch, unless permission is given by the principal to leave. The teacher is free to leave after all duties and assignments have been completed, as determined by the site principal.

The District may require site based teachers to attend two after school meetings per month not to exceed forty (40) minutes beyond the teacher's work day or one after school meeting per month not to exceed (60) minutes beyond the teacher's work day. Any after school meetings exceeding this, the teacher will be compensated at the District hourly rate, excluding Back to School, Open House nights, IEPs, SST/CSTs, 504s and brief informal discussions. Scheduling of IEPs, SST/CSTs, and 504s will be coordinated with the classroom teacher in order to minimize scheduling conflicts and should be scheduled during the teacher's work day whenever possible. In the event an IEP, SST/CST or 504 meeting is still in session beyond a unit member's 7½ hour work day the unit member will be eligible to submit a timecard for time exceeding 60 minutes beyond the unit members work day for which they will be compensated at the **district** hourly rate. In addition to attending two after school meetings per month as described above, teachers will not be required to attend more than three (3) additional meetings per month during the teacher's work day excluding IEPs, SST/CSTs, 504s, and brief informal discussions.

B. School Day means the amount of time each day students are required to be in school. Before changing the length of the school day, the District and the Association will meet to negotiate any impact on teachers. If additional Early Release or Late Start Days are considered, then the District and the Association shall work together to ensure that contractual teaching hour limits and guidelines are met.

- C. A period is defined as either **between** a minimum of forty (40) continuous minutes and a maximum of sixty (60) continuous minutes, or between sixty-five (65) and eighty (80) minutes.
  - 1. When a period is between a minimum of forty (40) continuous minutes and a maximum of sixty (60) continuous minutes, an instructor's regular day of instruction will consist of no more than six (6) teaching periods. Any deviation is to be submitted in writing and approved by the majority of the affected bargaining unit members, including calculation of potential overage amounts. Any such deviation will be submitted to the WPTA Chief Negotiator.
  - 2. When a period is between sixty-five (65) to eighty (80) minutes, an instructor's regular day of instruction will consist of no more than four (4) teaching periods. Any deviation is to be submitted in writing and approved by the majority of the affected bargaining unit members, including calculation of potential overage amounts. Any such deviation will be submitted to the WPTA Chief Negotiator.
- D. Block means two periods, which is a minimum of eighty (80) continuous minutes and a maximum of one hundred twenty (120) continuous minutes. Any deviation is to be submitted in writing and approved by the majority of the affected bargaining unit members, including calculation of potential overage amounts. Any such deviation will be submitted to the WPTA Chief Negotiator.
- E. No middle or high school teacher shall have more than thirty (30) teaching periods per week. A daily non-instructional homeroom period of ten (10) minutes or less will not be counted in the calculation of total teaching periods. Teachers shall not be assigned to teach during their preparation time. Teachers shall not be required to travel during their preparation time, unless compensated at the **district** hourly rate for the time spent travelling.

If requested by the District, a teacher may agree to teach during their preparation period. The teacher will be compensated based on dividing the period taught by the total periods during the teacher's work day. However, they shall not receive the additional compensation for a day of absence. Such additional contract shall not increase the employee's base assignment and may be renewed only by mutual consent of the employee and the District. A teacher who agrees to teach an additional period shall not be docked additional time for sick leave, personal necessity, etc., due to an absence. From the available pool of teachers, these periods will be offered first to full time permanent teachers based on subject experience and current assignment in order to prevent campus scheduling disruptions. Probationary teachers will only be offered the additional period if no full time available and qualified permanent teachers accept the extra period.

- F. K-12 Teachers shall have the following time for preparation and planning during the school day. Preschool shall receive their prep time during their work day.
  - 1. Grades six through twelve at least five (5) unassigned periods weekly.
  - 2. Grades four and five at least two hundred fifteen (215) minutes weekly.
  - 3. Grades one through three at least one hundred seventy (170) minutes weekly.
  - 4. Elementary Teachers providing prep at least two hundred (200) minutes weekly.

- 5. Kindergarten Teachers The school day time (see B) exceeding the 200 minutes student contact time and 100 minutes of additional required teaching duties shall be considered preparation and planning time. This time includes time for required meetings.
- 6. Preschool at least 170 minutes per week.

No preparation and planning session for preschool or elementary classroom teachers shall be less than thirty-five (35) minutes in length. No elementary teacher shall have more than two preparation and planning sessions scheduled in one day. When an elementary preparation and planning session is interrupted by a recess in which the teacher is assigned duty, the preparation and planning teacher or another school employee shall stand duty for the assigned teacher. Preparation time, unless delivered through the school library, will commence on the first student day. A minimum day schedule will be developed to provide preparation time for all teachers normally scheduled to receive preparation time that minimum day. The minimum day schedule, as well as Early Release or Late Start schedules, may not follow the parameters of the paragraph above.

- G. Preparation time is the opportunity for teachers to meet with students, conference with parents in person or by telephone, collaborate with other educational professionals, plan lessons, and participate in other professional activities which benefit their assignment, including mutually agreed upon discussions to implement the evaluation process as described in Article XII. If the teacher's classroom is used during the teacher's preparation period, a suitable preparation area will be decided upon by mutual agreement.
- H. Every teacher unit member shall be entitled to one duty-free, uninterrupted lunch period each day. Travel time shall not be required during a teacher's unit member's uninterrupted lunch period. The lunch period shall be a minimum of thirty (30) minutes.
- I. Extra-curricular duties means those, which are outside of the 7 ½ hour work day. All teachers will be expected to supervise a minimum amount of student activities. These supervision assignments will be determined by one of the following methods as chosen by a vote of the site personnel:
- 1. Duty week by lottery
- 2. Event by lottery
- 3. Duty schedule constructed by site administrator
- 4. Sign up

District required duty shall not include Saturday or Sunday or rooters' busses. Extracurricular duty each week shall not exceed eleven (11) hours. If assigned by option one (1) above, the teachers will not be assigned more than three (3) duty weeks per year. Regardless of the method chosen, no teacher shall be assigned more than thirty-three (33) hours per year. High School Graduation may count as one of the required duties. Multi-site teachers shall have only one designated primary site for duty.

J. When the principal asks a teacher to substitute for another teacher during the school day, including elementary teachers providing preparation time, it shall be on a voluntary basis paid at the regular district hourly rate.

- K. Teachers shall not be required to write or evaluate state or federally funded projects unless required by their job description or position.
- Elementary RSP services will begin no later than the fifth day of school and end no earlier than five (5) days before the end of the school year.

## MEMORANDIUM OF UNDERSTANDING Between the WESTERN PLACER UNIFIED SCHOOL DISTRICT And the WESTERN PLACER TEACHERS ASSOCIATION February 23, 2016

### INTRODUCTION

During the 2015-2016 school year the representatives of Western Placer Unified School District ("District") and the Western Placer Teacher's Association ("WPTA") met on numerous occasions negotiating numerous items including Article VII Leaves, focusing on section G, Association Leave. As a result of said negotiations, the Parties hereby agree to the following terms for the 2016-17 school year, which is a Memorandum of Understanding renewable by mutual agreement.

1. The language in section (G) of Article VIII LEAVES shall be modified as follows when this MOU is in effect:

The Association may take up to 20 days of paid leave per school year for local, state, or national conferences or for conducting other business pertinent to Association affairs. Unit members using these days are at the discretion of the WPTA. The Chief Negotiator may take six (6) additional days leave not included in the twenty day limit for conducting other business pertinent to Association affairs. This Association leave taken by the Chief Negotiator will not be included in the twenty day limit. The Association shall be charged a fee not to exceed the actual cost of the substitute.

The District will release the president of the Association from his/her teaching duties to conduct Association business for a minimum period of 12.5% and a maximum of 20% of his/her contract year (For secondary teachers, not more than the equivalent of one teaching period of release time will be granted. At the elementary level, no more than one-half of one day per week will be granted). The Association will reimburse the district 100% of the actual costs of salary plus benefits and statutory costs for the portion of the contract used for the Association president's release time. During this leave, the president of the Association will continue to be compensated by the district and will retain all rights and benefits as though in regular service. The Association president will fulfill all school/district assignments and responsibilities. The scheduling of the leave shall be based on the needs of the district. Prior to visiting a school site, the Association President will inform the site principal of the time and general purpose of the visit. The President will not visit classrooms during instructional time without notifying the district.

2. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.

- 3. This MOU shall be governed by and controlled in accordance with the laws of the State of California.
- 4. The MOU is contingent and shall become effective upon approval by the Western Placer Teacher's Association as evidenced by the signature of the WPTA and WPUSD designees below.

Dated: 2/23

For the District:

Gabe Simon, Ed.D., Assistant Superintendent of

Dated: 2/

For W.P.T.A

Aike Agrippino, Chief Negotiator

### ARTICLE IX

### CLASS SIZE

- A. Class size shall not exceed the following maximums except where the Association and/or teacher has agreed in writing to exceed these maximums per teacher, or in accordance with section A-4-7 below. Mainstreamed special day class students shall be assigned as equally as possible among the teachers of their assigned grade.
  - 1. Kindergarten classes shall not exceed 25, with a 10% overage to 28.
  - 2. If there is funding available for the Grade Span Adjustment (GSA) program at the base rate and configuration of the 2015-2016 Local Control Funding Formula (LCFF), the following applies:
    - a. All 1-3 self-contained and combination classes shall not exceed 30 students
    - b. Teacher will receive overage compensation at the District negotiated rate for each student exceeding 27 students
    - c. A District wide average of 25 TK-3 students will be maintained

The above (A2 (a., b., and c.)) shall be considered the collectively bargained alternative ratio.

- 2-3. All first through fifth grade classes shall not exceed 31, with a 10% overage to 34.
- 3.4. Self-contained combination classes shall not exceed 30, with a 10% overage to 33.
- 4.5. Sixth through twelftheighth grade classes shall not exceed 32, with a 10% overage to 35, except as indicated in A.6-7 below.
- 6. Ninth through twelfth grade classes shall not exceed 36 with a 5% overage to 38. Overages for the duration of this contract will be paid except as indicated in A7
  - 7. Exceptions to the above stated maximums will be as follows (This will not mean that these classes must be offered):
  - a. All Grade Levels:
  - 1. RSP

    Resource Specialist Program (RSP) caseload shall not exceed the maximum established by Education Code Section 56362 (c) for more than fifteen (15) student days unless waived by the teacher and approved by the California Department of Education. WPTA will participate per state law in any waiver request indicating a position of neutral, support or opposed.

### 2. SDC (Including Preschool SDC)

16

There shall be at least one full-time aide per Special Day Class. When 17 students are enrolled in the classroom, an additional full-time aide will be assigned. (While students with an aide assigned to them through their IEP do not count toward qualification of the class for additional aide time, they do count toward payment to the teacher for student overages, as detailed in B.3.b.2 for elementary and B.3.b3 for middle and high school below.)

In Special Day Classes specifically designed to serve severely disabled students, the district will strive to maintain reasonable class sizes with a sufficient level of classroom aide support in order to maintain safe and appropriate instruction for students. Teachers of these specifically designed classes who have class size concerns may refer to Article VI after communication with site administration.

### 3. Speech Therapist

55

Speech therapist case load shall not exceed 55. At no time will any case load size exceed 55 with a 10% cap of 61. In the event a speech therapist case load exceeds 55, the speech therapist will receive \$1,000\$1,750 per trimestersemester (See Appendix G.)

If speech case loads averaged across all therapists, excluding PPPIP (Parent Participation Preschool Intervention Program), are exceeded after the first day of school, non-bargaining unit members may be used for speech services. Prior to using non-bargaining unit members, the District will utilize the process outlined in Article X and recruitment efforts will be documented and reviewed by the WPTA Chief Negotiator.

If a speech caseload is comprised of predominately or exclusively preschool aged students, the case load shall not exceed forty (40). At no time shall any preschool case load size exceed forty-four (44). In the event a preschool speech therapist case load exceeds forty (40), the preschool speech therapist will receive \$1,000\$1,750 per trimester semester. (See Appendix G).

### 4. Adaptive Physical Education Teacher (APE)

65

APE case load shall not exceed 65. At no time will any case load size exceed 65 with a 10% cap of 72. In the event an APE teacher's case load exceeds 65, the APE teacher will receive \$1,000\$1,750 per trimestersemester. (See Appendix G.)

If APE case loads averaged across all APE teachers are exceeded after the first day of school, non-bargaining unit members may be used for APE services. If an APE teacher is employed less than 1.0 FTE then caseload will be proportionally adjusted.

### b. Elementary School:

1. Music/Science

37

Class sizes will have the same size requirements for overages as the contract allows for other elementary teachers for the same grade level of the class section they are teaching, on a section by section basis with the exception that up to three (3) SDC students may be mainstreamed per section without counting toward overages.

In the event that maximum class sizes in K-3 Class Size Reduction (CSR) are increased by state law:

a) The maximum class size for elementary music/science will change with the standards established at that time, and .

1. Music/Science

In the event that maximum class sizes in K-3 Class Size Reduction (CSR	<del>) are increased</del>
by state law:	
<ul> <li>a) The maximum class size for elementary music/science will change winestandards established at that time, and</li> </ul>	th the
b) at no time will any class size exceed 40 with a 10% cap of 44.	
2. Band	
3. Chorus	
4. P.E. per teacher	
42. Band	40
23. Chorus	40
34. P.E. per teacher	40
and the same same	.0
e- b. Middle School:	
1. Band	50
2. Chorus	50
3. P.E. per teacher (this number includes mainstreamed students)	43
4.Counselors – as defined by Board adopted staffing ratios	,,
d. High School:	
1. Band	100
2. Chorus	60
3. Guitar/Keyboard	32
4. Life-Skills	
5. Child-Development	32
6. Sewing	25
7. Culinary Arts	25
8. Lab Sciences	27
Once-modifications for appropriately equipped lab-stations-are-in-place-this-numb	er-can-be
renegatiated	
9. Shop Classes	28
10. Computer Technology	32
Not to exceed the number of computers	
Not to exceed the number of computers  11. P.E. per teacher	43
12. Athletic Conditioning	40 or *
*Dependent on team size and agreement with coach or teacher	
13. Counselors—as defined by Board adopted staffing ratios	

c. High School: Each of the numbers below with the exception of #7 Shop Classes shall also include a 5% overage above the class maximum stated below. For example, Band would have a 5% overage making the class Cap 105 students.

Max	Cap
with 5% overage to	105
	96
	63
	38
	38
_	35
•	
with 5% overage to	38
_	50
	with 5% overage to

\*Dependent on team size and agreement with coach or teacher

d. Continuation High School:

Phoenix High School

19

B. Class size maximum is defined as the maximum number of students in a class as stated in Section A. of this article.

Class size cap is defined as the number of students over the class size maximum which will not exceed ten percent (10%) of the class size maximum as stated in Section A of this article except for 5% overage above for specific classes at the High School level. This class size cap is not to be used as a loading standard. At no time will class size exceed ten percent (10%) of the stated class size maximums, except as stated in B.1. and B2 of this article.

It is understood when figuring the class size cap, when the decimal is .5 or greater, the number will be rounded up.

Class size maximums will never be exceeded except as stated in B.1. of this article. Class size maximums may be exceeded only under the following circumstances:

- During the first three weeks (fifteen teaching days) of the opening of school, class size
  will not exceed twenty percent (20%) of stated maximums in Section A of this article.
  The site administrator and the bargaining unit member will coordinate their efforts to
  acquire adequate materials and furniture for the additional students.
- 2. During the first two weeks (ten teaching days) of a subsequent trimestersemester
- 3. When a student enrolls during the school year, the student shall be placed in a classroom determined by the administration. Should that placement cause the class size to exceed the stated maximums, the administrator shall meet with the teacher(s) within two (2) days of the student's enrollment, prior to placement of the student in a class. This meeting is to identify any problems caused by the class size, and to agree

on one of the following solutions. Upon request of the teacher, an Association representative may also be present.

### Solutions:

- a. Placement of the student at a site where class size maximums have not been reached.
- b. The compensation for class size overage will be determined as follows:
- These dollar amounts will be adjusted annually by the State COLA actually received by the District or negotiated salary schedule increase (whichever is greater). Dollar amounts will be paid on a per trimestersemester basis.
  - 2. In a self-contained classroom, the teacher will receive \$376.26 \$650.00 per student per semester exceeding the maximum after the student has been enrolled for five days. (See Appendix G.)
  - 3. In an elementary music/science classroom, the teacher will receive \$26.00 per student, per class, per semester, exceeding the maximum (based on grade level for each section taught) excluding up to 3 mainstreamed students, per class after the student has been enrolled for two class sessions. (See Appendix G.)

### Middle school

- 4 3. In a departmental classroom, with a 6 period day, the teacher will receive \$130.00 \$53.53 per period, per trimester-semester, per student exceeding the maximum per trimester semester after the student has been enrolled for five days. (See Appendix G.)
- 4. In a self-contained SDC classroom, the teacher will receive \$470.32 per trimester, per student exceeding 15 students after the student has been enrolled for five days. (See Appendix G.)
- 6-5. In a departmental SDC classroom, the teacher will receive \$66.92 per trimester, per period, per student exceeding 15 students, after the student as been enrolled for five days. (See Appendix G.)

### High school

- 5. In a departmental classroom, with a 8 period day or 4 period every other day, the teacher will receive \$108.33 per period, per semester, per student exceeding the maximum after the student has been enrolled for five days. (See Appendix G.)
- 6. In a continuation high school classroom, with a 5 period day, the teacher will receive \$162.50 per period, per semester, per student exceeding the maximum after the student has been enrolled for five days. (See Appendix G.)
- 6. In an elementary music/science classroom, the teacher will receive \$1,168.77 per trimester when any class exceeds 31. (See Appendix G.)

- 7. 7. In the event that there is a change to periods or schedules, to a semester schedule, class size overage amounts will be negotiated adjusted proportionally.
- c. Creation of a combination class.
- Increase in aide time or the addition of an aide if none is presently in the class.
- e. Reassignment of a teacher.
- f. Addition of a teacher when total site enrollment increases by 25 students.
- g. Provide release/prep time via substitute or other methods.
- h. Other solutions that can be agreed upon by the teacher and administrator.

If the process above is followed and no solution is agreed upon, then solution B.3.b. shall be implemented. At no time will class size exceed ten percent (10%) of stated maximums. It is understood when the decimal is .5 or greater, the number will be rounded up. This is not to be used as a loading standard, but as a cap.

- C. When a student enrolls during the school year, he/she will be distributed as equally as possible among teachers assigned to the same grade level, by site, in grades K-5. Principals will attempt to have balanced classes on the first day of school.
- D. All student transfers, K-5, at a school site will be preceded by a conference involving affected teachers and the administration. Any such transfers, which result in an imbalance, will require agreement of the receiving teacher.

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

### February 23, 2016

WHEREAS, The Western Placer Unified School District ("District") and the Western Placer Teacher's Association ("WPTA") mutually desire to honor the existing tenants of Article X in the staffing process for the 2016-2017 school year and both Parties also desire to complete the staffing process in an expeditious manner in order to afford the District the best and earliest opportunity to search for and hire new teachers;

### NOW, THEREFORE WPUSD AND WPTA AGREE AS FOLLOWS:

- 1. On April 8, 11, and 12, 2016 site reassignments will take place which may include up to two rounds per day of site postings. On or before April 19, 2016, the District will send out a list of the known current vacancies which will be available during Reassignment/Transfer Round 1 at the Assignment Fair (April 21, 2016). On April 21, 2016 the District and WPTA will host an Assignment Fair at which WPTA unit members will be able to submit their interest for reassignments and transfers to any vacant or previously not posted/routed positions in lieu of the traditional site and district posting/routing procedures that have been used in the past and as are spelled out in the CBA. Attendance at the April 21, 2016 Assignment Fair is completely voluntary and employees attending the Assignment Fair will not be compensated for attendance to the extent the event goes beyond the contracted work day.
  - a. At the Assignment Fair on April 21, 2016 both the District and WPTA will have a designated representative on hand to ensure that the spirit of this MOU is being complied with and who can make determinations for each respective party as to any questions or procedural issues that may arise. In the event the WPUSD and WPTA representatives cannot come to agreement on any issue presenting itself during the Assignment Fair, the Assignment Fair will cease and the CBA, Board Policy, and Law will provide the method for proceeding for all remaining reassignments and transfers required.
  - b. At the Assignment Fair on April 21, 2016 each of the rounds will be Reassignment/Transfer Round(s). Employees looking for a change in assignment either at their current site or at a different site should be prepared to interview on the spot with site principals and/or other available staff where appropriate. Unit members should also bring with them any documents that verify credentials and/or appropriate NCLB compliance if they intend to put in for any position outside of the credential and NCLB compliance they are currently teaching under.

- c. In the event a unit member who wishes to put in for a reassignment or transfer is unable to attend on April 21, 2016 the unit member may designate another WPTA unit member to act as a proxy, and said proxy may put in for reassignments and transfer opportunities on behalf of the unit member who has given them the appropriate authority. In order to designate a proxy both the unit member seeking to change assignment and the unit member acting as a proxy must sign the Assignment Proxy Form attached as Exhibit A. Decisions made by the proxy designee regarding assignment are binding in the same manner as if they were made by the unit member seeking a change in assignment.
- d. Due to the unique circumstances regarding the assignment process for the 2016-2017 school year both WPTA and WPUSD agree that the assignment, reassignment and transfer process taking place at the Assignment Fair on April 21, 2016 shall not be subject to the grievance procedures established in the CBA between WPTA and WPUSD.
- 2. The Parties further agree for the 2015-2016 school year only to extend the retirement notification deadline as described in Article XIV section E2 (d)(l) of the Collective Bargaining Agreement between the parties from March 1,2016 to March 4, 2016.
- 3. This agreement establishes no past practice or precedent between the parties and shall not alter the terms of the current Collective Bargaining Agreement except as expressly stated above.
- 4. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.
- 5. This MOU shall be governed by and controlled in accordance with the laws of the State of California.
- 6. The MOU shall become effective upon approval by Western Placer Teachers Association and Western Placer Unified School District as evidenced by the signature of the WPTA and WPUSD designees below.

For the District:

Gabe Simon, Ed.D. Assistant Superintendent

Personnel Services

Dated: 2/23/16

For WPTA

Mulie Agraphino

Mike Agrippino, Chief Negotiator

### Goal Setting Conference Form

Teacher:	School:	
Grade Level:	School Year:	
	inistrator input, and any school or district initiatives, what of the second (CSTP) goal(s) or domains have you identified? to strengthen?	ı <b>t</b>
Describe the connection between this goal	l/domain and your current teaching assignment.	
How will you know when you have achiev	ved success? What will count as evidence of success?	
Activities to achieve goal/address domain:	: Timeline:	
What resources will you use to better achie	eve your goal/address the domain?	

Signatures upon completion of planning			
•	•		
Teacher:	Date:	waran a san a	-
Evaluator:	Date:		-
	Summative		
Evidence of success:			
End of year reflection (optional):			
		· •	
Signatures upon completion of planning			
Teacher:	Date:		
Evaluator:	Date:		

## Appendix J: Frameworks for Speech Pathologists, Nurses, and Counselors

(For Reference Only)

### FRAMEWORK

### Speech Language Pathologist

### Domain 1

### Planning and Preparation

a. Demonstrating Knowledge of Content and Pedagogy in Speech Pathology

Knowledge of Content and the Structure of the Discipline Knowledge of Overall Child and Adolescent Development Knowledge of Evidence Based Practice

b. Demonstrating Knowledge of Students

Knowledge of Child and Adolescent speech language Development Knowledge of the Learning Process Knowledge of Students' Skills, Knowledge, and Learning Proficiency Knowledge of Students' Interests and Cultural Heritage Knowledge of Students' Special Needs

Selecting Instructional Outcomes

Value, Sequence, and Alignment Measurable and Attainable Student Goals and Objectives Appropriate Student Goals and Objectives Suitability for Diverse Learners

d. Demonstrating Knowledge of Resources

Evidence Based Practice Materials **Technological Resources for Students** Therapeutic Materials

e. Designing Coherent Instruction

Motivating Learning Activities Lesson Structure Forming effective groupings Differentiation of Instruction with Regard to Age/Ability Levels

f. Designing Student Assessment

Congruence with Instructional Outcomes Informal and formal Assessment Materials Scaffolding

### Domain 4

### **Professional Responsibilities**

a. Reflecting on Professional practice Using Data to Drive/Modify Intervention Promoting Generalization/Transfer of Skills

b. Maintaining Accurate Records

Goals and Objectives Service Delivery Documents

c. Communicating with Families, Students, and Staff

Provides Information, Counseling, and Support to Students, Families, and Colleagues

Information About Individual Students Presenting Student Progress at IEP Meetings

d. Participating in a Professional Community

Relationships with Staff and Administrators Collaboration with Colleagues

Service to the School

Participation in School and District Projects

e: Growing and Developing Professionally

Enhancement of Content Knowledge and Pedagogical Skill Receptivity to Feedback from Colleagues

Service to the Profession/Supervision of Student Interns and Paraprofessionals

f. Demonstrating Professionalism

Integrity and Ethical Conduct

Service to Students

Advocacy

**Decision Making** 

Compliance with School and District Policy

### Domain 2

### The Therapeutic Environment

a. Creating an Environment of Respect and Rapport Clinician Interaction with Students Student Interactions with One Another

b. Establishing a Culture for Learning Importance of the Goals **Expectations for Learning and Achievement** Student Pride in Work

c. Managing Therapy Procedures Management of therapy Management of Transitions and time Management of Materials and Supplies

d. Managing Student Behavior Expectations Monitoring of Student Behavior Reinforcement Techniques

e. Organizing Physical Space

Safety and Accessibility

Therapy Environment Conducive to Student learning

f. Establishes and Maintains Clear Procedures for Referrals and **Evaluations** 

Individualized Education Plans Response to Intervention Screenings

### Domain 3

### Delivery of Service

a. Respond to Referrals and Evaluates Student Needs

Expectations for Learning

Directions and Procedures

Explanations of Purpose and Relevance of Objectives/Therapy Activities Use of Oral and Written Language

b. Develops and Implements Treatment Plans to Maximize Student Success

Utilization of Appropriate Scaffolding Techniques Student Participation

Therapy Materials and Activities are Age, Culturally, and Linguistically Appropriate and Reflect Student Learning Styles

c. Engaging Students in Learning

Activities

Grouping of Students

Therapeutic Materials and Resources

Structure and Pacing

d. Assessing-Student Process

Assessment Criteria

Monitoring of Student Learning

Feedback to Students/families

Student Self-Assessment and Monitoring of Progress Effective data collecting techniques

e. Demonstrating Flexibility and Responsiveness

Lesson Adjustment

Response to Students

### FRAMEWORK Certified School Nurse

### Domain 1

### Planning and Preparation

- Demonstrating Knowledge of Content and Pedagogy
   Knowledge of Content and the Structure of the Discipline
   Knowledge of Prerequisite Relationships
   Knowledge of Content-Related Pedagogy
- Demonstrating Knowledge of Students
   Knowledge of Child and Adolescent Development
   Knowledge of the Learning Process
   Knowledge of impact of students health status on learning

Knowledge of impact of students health status on learning Knowledge of Students' Skills, Knowledge, and Learning Proficiency

Knowledge of Students' Interests and Cultural Heritage Knowledge of Students' Special Needs

c. Establishes Goals

Value, Sequence, and Alignment

Clarity

Balance

Stability for Diverse Learners

d. Demonstrating Knowledge of Resources

Resources for Learning Community (Students, Family & Staff)
Resources for Extend Content Knowledge and Pedagogy

e. Designing and Planning Nursing Program

Knowledge of State Mandates

Knowledge of School Code Knowledge of Health Policies

f. Evaluating Program

Congruence with School Code and State Mandates

Congruence with Health Policies

Design of Data Collection

### Domain 2

### The Educational Environment

- a. Creating an Environment of Respect and Rapport Nurses Interaction with Learning Community
- Establishing a Culture for Health and Wellness
   Expectations for Learning and Achievement
   Knowledge of State Mandates, School Code and Health Policies
- c. Managing Health Protocols and Procedures

Time Management

**Prioritizing Work Load** 

Management of Materials and Data

d. Organization of Duties

Accessibility

**Prioritizing Duties** 

### Domain 4

### Professional Responsibilities

a. Reflecting on Practice

Accuracy

Use in Future Practice

b. Maintaining Accurate Records

Completion of Reports, Records and Documentation Accuracy of Reports, Records and Documentation

c. Communicating with Families

Information About the Nursing Program

Information About Individual Students

Engagement of Families in the Nursing Program

d. Participating in a Professional Community

Relationships with Colleagues

Involvement in a Culture of Professional Inquiry

Service to the School

Participation in School and District Projects

e. Growing and Developing Professionally

Enhancement of Content Knowledge and Pedagogical Skill Receptivity to Feedback from Colleagues

Service to the Profession

f. Demonstrating Professionalism

Integrity and Ethical Conduct

Service to Students

Advocacy

Decision Making

Compliance with School and District Policy

### Domain 3

### Delivery of Service

a. Assess Student Needs

**Expectations for Learning** 

Directions and Procedures

**Explanations of Health Status** 

Use of Oral and Written Language

b. Medication Administration

**Knowledge of District Policy** 

Knowledge of Legal Guidelines

c. Wellness Promotion

Activities and Communication

Instructional Materials and Resources

Structure and Pacing

d. Manages Emergency Situations . .

Need Assessment

Plan Development

Communication of Plan

e. Demonstrating Flexibility and Responsiveness

Program Adjustment

Response to Learning Community

Persistence and Consistency

f. Collaboration with Staff

.IEP Input

504 Input

Develop Health Care Plan

Lesson Plan Development/Input

### FRAMEWORK School Counselor

### Domain 1 Planning and Preparation

- a. Demonstrating Knowledge of Counseling Theory and Techniques
  (ASCA 13.1, 13.4)
- b. Demonstrating Knowledge Child and Adolescent
   Development
   (ASCA 13.1)
   Knowledge of the Learning Process
   Knowledge of Students' Interests and Cultural Heritage
   Knowledge of Students' Special Needs
- c. Establishing Goals for the Counseling Program
  Appropriate to the Setting and the Students Served
  (ASCA 5.1, 10.1, 10.2, 11.1, 11.3, 13.7)
- d. Planning the Counseling Program, Integrated with the Regular School Program (ASCA 1.1, 9.1, 9.2)
- e. Developing a Plan to Evaluate the Counseling Program (ASCA 7.1, 7.2)

### Domain 2 The Environment

- a. Creating an Environment of Respect and Rapport (ASCA 1.2, 13.1, 13.2)
- Establishing a Culture for Productive Communication (ASCA 4.2, 13.2, 13.6)
- Managing Routines and Procedures (ASCA 9.4, 10.3)
- d. Establishing Standards of Conduct and Contributing to the Culture for Student Behavior Throughout the School (ASCA 13.1, 13.2)

  Expectations

### Domain 4 Professional Responsibilities

a. Reflecting on Practicing (ASCA 8.2, 11.1, 11.3)

(ASCA 5.2)

- b. Maintaining Accurate Records (ASCA 8.1, 10.1)
- c. Communicating with Families
   Information About Individual Students
   Engagement of Families in the counseling Program (ASCA 1.4, 3.1, 4.2, 9.2, 11.2, 13.5)
- d. Participating in a Professional Community
   Relationships with Colleagues
   Involvement in a Culture of Professional Inquiry
   Service to the School
   .Participation in School and District Projects
   (ASCA 1.3, 2.3, 5.2, 6.1, 11.2, 13.3, 13.5)
- e. Engaging in Professional Development

  Enhancement of Content Knowledge and counseling.

  Skill (2)

  Receptivity to Feedback from Colleagues

  Service to the Profession
- f. Showing Professionalism
  Service to Students
  Advocacy
  Decision Making
  Compliance with School and District Policy
  (ASCA 13.3)

### Domain 3 Delivery of Service

- a. Assessing Student Needs (ASCA 2.2, 3.2)
- b. Assisting Students and Teachers in the Formulation of Academic, Personal/Social, and Career Plans, Based on Knowledge of Students (ASCA 2.3, 8.3, 13.1)
- c. Using Counseling Techniques in Individual and Classroom Programs
   (ASCA 2.1, 4.1)
- d. Providing Resources and Referrals to Meet Needs (ASCA 4.3)
- e. Demonstrating Flexibility and Responsiveness (ASCA 6.2)

### Appendix K:

Evaluation Forms for Speech Pathologists, Nurses, and Counselors

### Evaluation Speech Language Pathologist

7

	NAME:	DATE:	TIME:	· · · · · · · · · · · · · · · · · · ·
	POSITION:			
		TOTAL YEARS COMPLETE	ED IN POSITION:	
	TOTAL YEARS AS CERTIFIED EDUCATOR IN DISTR	NCT:		
		eroselikomioniosesoie	nningandlereparatio	
1:	a. Demonstrating Knowledge of Content and Pathology Knowledge of Content and the Structure	d Pedagogy in Speech  of the Discipline	1d. Demonstrating I Evidence Based Technological I	(nowledge of Resources I Practice Materials Resources for Students
'	<ul> <li>Knowledge of Overall Child and Adolesces Knowledge of Evidence Based Practice</li> </ul>	nt Development	Therapeutic M  1e. Designing Coher	*
11	<ul> <li>Demonstrating Knowledge of Students</li> <li>Knowledge of Child and Adolescent Speech I</li> </ul>	teemanleven opener		arning Activities
	Knowledge of the Learning Process Knowledge of Students' Skills, Knowledge, ar	-	Forming Effecti	
	Knowledge of Students' Interests and Cultura		1f. Designing Studer	nt Assessment
10	Knowledge of Students' Special Needs  Selecting Instructional Outcomes			h Instructional Outcomes rmal Assessment Materials
	Value, Sequence, and Alignment Measurable and Attainable Student Goals an	nd Objectives	Scaffolding	
	Appropriate Student Goals and Objectives Suitability for Diverse Learners	•		
EV	IDENCE OF DOMAIN PROFICIENCY			
		•		
-	3	And the state of t		
Lis	Areas of concern in this domain		No areas of e	concern in this domain
	e approcesso accessors accessors sees			
Arl	ditional comments:	***************************************		
, ,,	altional comments.			
E 92:			erapeutic Environme	Water-significations and the control of the control
2a.	Creating an Environment of Respect and	2c. Managing Therapy F		2e. Organizing Physical Space
	Rapport Clinician Interaction with Students	Management of The Management of Trar		Safety and Accessibility Therapy environment Conducive to Student
26	Student Interactions with One Another	Management of Mat	terials and Supplies	Learning
20.	Establishing a Culture for Learning Importance of the Goals	2d. Managing Student I  Expectations		2f. Establishes and Maintains Clear Procedures for Referrals and Evaluations
	Expectations for Learning and Achievement Student Pride in Work	Monitoring of Studer Reinforcement Techr		Individualized Education Plans Response to Intervention
Ein	DENCE OF DOMAIN PROFITE OF	-		Screenings
219 4.	DENCE OF DOMAIN PROFICIENCY			
Lict	Areas of concern in this domain specific component concerns:		No areas of co	oncern in this domain
LISE	specific component concerns:			
Add	litional comments:			

(Speech Language Pathologist): 50	SE DOMÁINISE D	elivery of Services		
3a. Respond to Referrals and Evaluates	3b. Develops and In	plements Treatment	3d. Assessing Student Proces	<u> </u>
Student Needs		iize Student Success	Assessment Criteria	
Expectations for Learning Directions and Procedures		ppropriate Scaffolding .	Monitoring of Student Lea	
Explanations of Purpose and Relevance of	Technique's		Feedback to Students/fam	
Objectives/Therapy Activities	Student Partici	pation ials and Activities are Age,	Student Self-Assessmenta Progress	ne Monitorini
Use of Oral and Written Language		id Linguistically Appropriate	Effective Data Collecting To	choioues
	and Reflect S	tudent Learning Styles	3e. Demonstrating Flexibility	
	3c. Engaging Studen		Responsiveness	
	Activities	_	Lesson Adjustment	
	Grouping of Stu		Response to Students	
	Structure and P	eterials and Resources acine		
EVIDENCE OF DOMAIN PROFICIENCY				
Areas of concern in this domain		No areas of o	concern in this domain	
List specific component concerns:				
Additional comments:				***************************************
	DOMAIN'41 Profess	ional/Responsibilities		
4a. Reflecting on Professional Practice	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	ith Families, Students,	4e. Growing and Developing P	rofessionall
Using Data to Drive/Modify Intervention	and Staff	•	Enhancement of Content Kno	
Promoting Generalization/Transfer of Skills		on, Counseling, and Support	Pedagogical Skill	
4b. Maintaining Accurate Records  Goals and Objectives		nilies, and Colleagues	Receptivity to Feedbackfrom	
Service Delivery Documents		Individual Students	Service to the Profession/Sup Student Interns and Paraprof	
and the second of the second	4d. Participating in a P	Progress at IEP Meetings	4f. Demonstrating Professional	
	Community	I O1 E33103101	Integrity and Ethical Conduct	
	1	Staff and Administrators	Service to Students	
	Collaboration with		Advocacy	
	Service to the Scho		Decision Making	
	Participation in Sch	ool and District Projects	Compliance with School and E	District Policy
EVIDENCE OF DOMAIN PROFICIENCY		*		•
		1		
Areas of concern in this domain ist specific component concerns:	***************************************	No areas of co	ncern in this domain	**************************************
dditional comments:				
ost Conference Notes for Future Focus:				
			·	
			,	
MPLOYEE COMMENTS				
	WE-1870			***************************************
aluator's Signature			Date	
			Date	
gnature does not necessarily indicate agree	ament with contents	hut doer acknowledge		

### Evaluation Certified School Nurse

1				
	NAME: DA	NTE:	TIME:	
	POSITION: TOTAL YEARS COMPLETED IN POSI	TION:		
	TOTAL YEARS AS CERTIFIED EDUCATOR IN DIST	TRICT:		
	-			
G.				
		HERE EDOMAINZI ERIA		
**************************************	<ul> <li>La. Demonstrating Knowledge of Content and Per Knowledge of Content and the Structure of Knowledge of Prerequisite Relationships Knowledge of Content-Related Pedagogy</li> <li>La. Demonstrating Knowledge of Students Knowledge of Child and Adolescent Develop Knowledge of the Learning Process Knowledge of the Learning Process Knowledge of Students' Skills, Knowledge, a Proficiency Knowledge of Students' Interests and Cultur Knowledge of Students' Special Needs</li> <li>Establishes Goals</li> </ul>	the Discipline  pment  tus on learning  and Learning	Resources for Exten  1e. Designing and Plannin Knowledge of State Knowledge of Schoo Knowledge of Healti  1f. Evaluating Program	ning Community (Students, Family & Staff) and Content Knowledge and Pedagogy and Nursing Program amendates of Code th Policies chool Code and State Mandates ealth Policies
1	Value, Sequence, and Alignment	•		
	Clarity			
	Balance Stability for Diverse Learners	S. C.		
7	BSERVER EVIDENCE (INCLUDE COMPO	NENTS NOT OBSERVED)		
_	Areas of concern in this domain		No areas of cor	ncern în this domain
	st specific component concerns:			
A	dditional comments:			
35		Sizal noinainisteatheata	ucationaliEnvironment	
2a	Creating an Environment of Respect and Rapport Nurses Interaction with Learning Community	2b. Establishing a Cultur Wellness Expectations for L	re for Health and Learning and Achievement te Mandates, School Code	Zc. Managing Health Protocls and Procedures     Time Management     Prioritizing Work Load     Management of Materials and Data      Zd. Organization of Duties     Accessibility     Prioritizing Duties
OI	SSERVER EVIDENCE (INCLUDE COMPON	ENTS NOT OBSERVED)		
				· · ·
_	Areas of concern in this domain		No areas of con	cern in this domain
Lis	t specific component concerns:	The state of the s		
Ad	ditional comments:			

(Gerünedischool) Nürsell	ESSE SEDOMÁNOS D	elivery of Service		
3a. Assess Student Needs	3c. Wellness Promotio		3e. Demonstrating Fle	xibility and Responsivenes
Expectations for Learning	Activities and Cor		Program Adjustre	· · · · · · · · · · · · · · · · · · ·
Directions and Procedures	. Instructional Mat	terials and Resources	Response to Lear	
Explanations of Health Status	Structure and Pac	cing	Persistence and (	Consistency
Use of Oral and Written Language	ĺ			
26 34-45-45-4	3d. Manages Emergenc		3f. Collaboration with:	Staff
3b. Medication Administration	Need Assessment		IEP Input	
Knowledge of District Policy Knowledge of Legal Guidelines	Plan Developmen		504 Input	
who we observe the server of t	Communication o	if Plan	Develop Health C	
			Lesson Plan Deve	opment/input
OBSERVER EVIDENCE (INCLUDE COM	APONENTS NOTOBSERVE	)		
Areas of concern in this dom	ain	No areas of	concern in this domai	n
List specific component concerns:	*		*	**
and specific compensations.		•	•	•
Additional comments:			<del></del>	<del></del>
			[- <u>]</u> ]]	
		sional Responsibilities	***************************************	
4a. Reflecting on Practice Accuracy	4c. Communicating with Fam	illies	4e. Growing and Develo	
Use in Future Practice	Information About the (			ontent Knowledge and
ose in rotore Flattice	Information About Indiv	vioua: Students s in the Nursing Program	Pedagogical Skill	
4b. Maintaining Accurate Records	Checement of rannies	, in the worsing Program	Service to the Profe	backfrom Colleagues
Completion of Reports, Records and	4d. Participating in a Professi	ional Community	Jeivile to the Ptole	(33)(4)
Documentation	Relationships with Colle		4f. Demonstrating Profe	ssionalism
Accuracy of Reports, Records and	Involvement in a Culture	e of Professional Inquiry	Integrity and Ethica	
Documentation	Service to the School		Service to Students	
	Participation in School a	nd District Projects	Advocacy	
			Decision Making	
			Compliance with Sc	hooland District Policy
OBSERVER EVIDENCE (INCLUDE COM	PONENTS NOTOBSERVED)			
Areas of concern in this domai	n	No areas of co	ncern in this domain	
list specific component concerns:				
Additional comments:			***************************************	
	•	:		
ost Conference Notes for Future Focu	is:	And the second s		***************************************
		·· · · · · · · · · · · · · · · · · · ·	**************************************	
EACHER COMMENTS				
valuator's Signature			Date	
urse's Signature			Date	-
				_
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### Evaluation School Counselor

		••	`•	`•	••
NAME:	DATE	:			
POSITION:					
ACCEPTANCE OF THE PROPERTY OF					
			aksansangan pangasasa		
1a. Demonstrating Knowle	lge of Counseling Theor		ming(and)Preparation		TAIN TEST TEST TEST TEST TEST TEST TEST TES
(ASCA 13.1, 13.4)			Program (3)		rated with the Regular School
1b. Demonstrating Knowle (ASCA 13.1)	•	nt Development(1)	(ASCA 1.1, 9.1, 9.2	).	•
	nts' Interests and Cultur	al Heritage (2)	1e. Developing a Plan (ASCA 7.1, 7.2)	to Evaluate the Coun	seling Program(4)
	nts' Special Needs (1)				
1c. Establishing Goals for th and the Students Serve (ASCA 5.1, 10.1, 10.2, 1	ed (3)	ppropriate to the Setting			
EVIDENCE OF DOMAIN		·	······································	······································	
Areas of concer	n in this domain		No areas of	concern in this d	omain
List specific componen					
Additional comments:					
Additional comments:					
	500 4 S November 1989		netenvironmentese		
2a. Creating an Environment	of Respect and	2b. Establishing a Culture f			tandards of Conduct and
Rapport (1) (ASCA 1.2, 13.1,13.2)		Communication (2) (ASCA 4.2, 13.2, 13.6)		Behavior Thro	to the Culture for Student oughout the School (3)
		2c. Managing Routines and	d Procedures (2)	(ASCA 13.1, 13 Expectations	
		(ASCA 9.4, 10.3)			
EVIDENCE OF DOMAIN	PROFICIENCY	<u></u>			
•		i .			· , ·
*	*			*	: :
Areas of concern			No areas of co	oncern in this do	main
List specific component	concerns:				
n 1 F4		***************************************			
Additional comments:					

(School Gounselor)	DOMAIN 3 Del	veryiotServicea	
3a. Assessing Student Needs (2) (ASCA 2.2, 3.2)  3b. Assisting Students and Teachers in the Formulation of Academic, Personal/Social, and Career Plans, Based on Knowledge of Students (2) (ASCA 2.3, 8.3, 13.1)	3c. Using Counseling Tec Classroom Program (ASCA 2.1, 4.1) 3d. Providing Resources Needs (2) (ASCA 4.3)	hniques în Individual and s (3)	3e. Demonstrating Flexibility and Responsiveness (1) (ASCA 6.2)
EVIDENCE OF DOMAIN PROFICIENCY			
Areas of concern in this domain		No areas of c	oncern in this domain
List specific component concerns:		<u> </u>	
Additional comments:			
		onal Responsibilities	
<ul> <li>4a. Reflecting on Practicing (3) (ASCA 8.2, 11.1, 11.3)</li> <li>4b. Maintaining Accurate Records (1) (ASCA 8.1, 10.1)</li> </ul>	Engagement of Fami Program (3) (ASCA 1.4, 3.1, 4.2, 9 4d. Participating in a Prof Relationships with Co Involvement in a Cul (3) Service to the School	ndividual Students (1) lies in the Counseling 1.2, 11.2,13.5) essional Community(1) olleagues (1) ture of Professional Inquiry 1(2) ol and District Projects (4)	4e. Engaging in Professional Development (4) Enhancement of Content Knowledge and Counseling Skill (2) Receptivity to Feedback from Colleagues (1) Service to the Profession (4) (ASCA 5.2)  4f. Showing Professionalism (1) Service to Students (1) Advocacy (1) Decision Making (2) Compliance with School and District Policy (1) (ASCA 13.3)
EVIDENCE OF DOMAIN PROFICIENCY			
Areas of concern in this domain		No areas of co	ncern in this domain
List specific component concerns:	-		
Additional comments:			
Post Conference Notes for Future Focus:			
	***	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	•
COUNSELOR COMMENTS			
Evaluator's Signature			Date
Counselor's Signature			Date
ignature does not necessarily indicate agre	ament with contents, h	ut does admowledge	the teacher has received a copy

# Appendix L: Employee Reflection Form for Speech Pathologists, Nurses, and Counselors (Optional)

### **Employee Reflection Form (Optional)**

NAME:	END OF YEAR O	ONFERENCE DATE:		
POSITION:	TOTAL YEARS CO	MPLETED IN POSITION:		
SCHOOL(S)/DEPARTMENT:				
EVALUATOR:				
		•		
	DOMAIN	1 -Planning and Preparation		
SUCCESSES:	<u> Saude Bleudit ett värde Saut Saut Saut</u>			A section of the sect
CHALLENGES/CONCERNS:				
FUTURE FOCUS:		\$40,910,940.00 A. (1) A		
			,	
		DOMAIN 2 - Environment		
SUCCESSES:	and the second s		<u></u>	<del>i de l'Aliana de la company d</del>
CHALLENCES (CONCERNS		- And Mark		
CHALLENGES/CONCERNS:	•	•		
	. •		* o	•
FUTURE FOCUS:				

DOMAIN	3- Delivery of Services		
SUCCESSES:			
CHALLENGES/CONCERNS:		***************************************	
FUTURE FOCUS:			
DÔMÁIN	4-Professional Responsibil	ities	
SUCCESSES:			
CHALLENGES/CONCERNS:	CHYCLE CALLES CONTROL		
FUTURE FOCUS:			
TOTORETOCOS.			

### SUMMATIVE

NAME:	SUMMATIVE CONFERENCE DATE:TIME;
POSITION: TOTAL YEARS CO	MPLETED IN POSITION:
TOTAL YEARS AS CERTIFIED EDUCATOR IN DISTRICT:	
SCHOOL(S) DEPARTMENT:GRADE LEVEL:	
EVALUATOR(s):	
S	法一定帐户部分,就是大大的工作的,就是是不是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个
SUMMATIVE EVALUATOR COMMENTS/AREAS FOR FUTU	REFOCUS:
	Rating by Domain
Domain 1 Rating	
•	Domain 3 Rating
Unsatisfactory (list component deficiencies)	☐ Unsatisfactory (list component deficiencies)
<ul><li>☐ Needs Improvement (list component deficiencies)</li><li>☐ Proficient</li></ul>	☐ Needs Improvement (list component deficiencies) ☐ Proficient
☐ Excellent	☐ Excellent
Domain 2 Rating	Domain 4 Rating
☐ Unsatisfactory (list component deficiencies)	☐ Unsatisfactory (list component deficiencies)
☐ Needs Improvement (list component deficiencies)	☐ Needs Improvement (list component deficiencies)
☐ Proficient	☐ Proficient
☐ Excellent	☐ Excellent
Overal	l Summative Rating
	Insatisfactory
<del></del>	leeds Improvement
	roficient xcellent
L.J. F	xcenent
Signatures	
Signatures Administration	Date

Signature does not necessarily indicate agreement with contents, but does acknowledge the teacher has received a copy.

### ARTICLE XV

### **WORK YEAR**

### A. TEACHING DAYS

Days during which students are required to be in attendance or for which attendance is credited.

### B. DUTY DAYS

Days during which unit members are required to be in attendance.

### C. WORK-DAY / WORK YEAR

- 1. There shall be 180 teaching days plus three (3) additional non-ADA days for a total of 183 duty days (15/16 and 16/17 school years). Starting with the 2017-2018 school year, there shall be 180 teaching days plus four (4) additional non-ADA days for a total of 184 duty days. Teachers new to the District shall work one (1) additional non-ADA day for a total of 184 duty days (15/16 and 16/17 school years). Starting with the 2017-2018 school year, teachers new to the District shall work one (1) additional non-ADA day for a total of 185 duty days. 90 minutes of the additional non-ADA day for new teachers will be allotted to Western Placer Teachers Association.
- Counselors shall work 200 days per year (15/16 and 16/17 school years).
   Starting with the 2017-2018 school year, counselors shall work 201 days per year. These days will be scheduled by the counselor and their site principal.
- School nurses will be required to work an additional 15 days outside of the normal 183 day work year (15/16 and 16/17 school years). Starting with the 2017-2018 school year, school nurses will have a 184 day work year and will still be required to work an additional 15 days outside of this work year.
- 4. Only the start and stop of the duty days, the number of days between, number and placement of zero days, as well as the number, functions, and placement of the three (3) non-ADA days (15/16 and 16/17 school years) are negotiable. Starting with the 2017-2018 school year, there will be four (4) non-ADA days which are also negotiable. (See Appendix C)
- 5. A Calendar Committee comprised of 3 WPUSD representatives, one of which will be the chairperson and 3 WPTA representatives will be formed and shall

develop a calendar which includes the start and stop of the duty days, number of days between, number and placement of zero days, as well as the placement of non-ADA days.

- 6. Prior to November 1<sup>st</sup>, the number and function of non-ADA days for the following school year will be determined through negotiations.
- 7. By November 1<sup>st</sup>, the chairperson of the Calendar Committee will be informed of the number and function of the non-ADA days for the following school year, as per C.5. of this article.
- 8. By February 1<sup>st</sup>, the Calendar Committee will submit a calendar proposal reached by consensus (support of every member of the committee) for the following school year to the WPTA and WPUSD bargaining teams for tentative agreement. If consensus cannot be reached by February 1<sup>st</sup>, the chairperson will forward the committee's options and data to the WPUSD and WPTA bargaining teams to be negotiated using C.3. above.
- 9. Calendar committee meetings will be held beyond the workday and not count as a meeting described in Article VII.A. of the collective bargaining agreement.

### D. STAFF DEVELOPMENT DAYS

- 1. All staff development, which occurs beyond the teacher's work day, must be pre-approved by the District.
- 2. Additional staff development may be compensated at the hourly rate (See Appendix A) or converted to units toward advancement on the salary schedule at the District's discretion.
- 3. Since attendance at staff development beyond the teacher's work day is optional, teachers cannot be held accountable for information/materials received during staff development held beyond the teacher's work day unless they attended the staff development training and were compensated for said training.
- 4. Staff development opportunities must meet one of the following categories:
  - WPUSD Sponsored Staff Development,
  - PCOE Sponsored Staff Development,
  - WPUSD Endorsed Staff Development

### SPECIAL ASSIGNMENT SALARY SCHEDULE

<u>ASSIGNMNENTS</u>	PERCENTAGE
A. YEARLY: ALL SITES (D1)	
Site Tech Trainer Teacher in charge when serving as site administrator	<del>3.8%</del> 5.0% \$100/day
A.B. YEARLY: HIGH SCHOOL (D1)	
Agriculture Instructor (not less than 40 additional days during the fiscal year) (limited to 3 stipends)	20%
Activities Director, High School	8.5%
Athletic Director, High School	8.5%
Yearbook Advisor, High School	6.5%
Drama, High School	6.5%
Band Director, High School	8.5%
Choir Director, High School	5.5%
Exhibition/Marching Assistant	6.0%
Marching Technician	\$500
Academic Decathlon Advisor	4.2%
C. YEARLY: MIDDLE SCHOOL (C1)	
Activities Director, Middle School	6.5%
Athletic Director, Middle School	6.5%
Yearbook Advisor, Middle School	6.5%
Drama, Middle School	6.5%
Music Director, Middle School	4.2%
Middle School Environmental Camp	3.0%
D. YEARLY: ELEMENTARY (C1)	
Elementary Assessment Assistant for school of 400 ADA or more	3.0%
Yearbook Advisor, Elementary School	1.0%
BE. SEASONAL: HIGH SCHOOL (D1)	
Football:	
Head Coach	8.5%
Assistant	6.5%

Basketball:				
Boys Head Coach Boys J.V. Boys Freshman Boys Assistant Girls Head Coach Girls J.V. Girls Freshman Girls Assistant	•			8.5% 6.5% 5.5% 5.5% 8.5% 6.5% 5.5%
Baseball: Head Coach J.V. Freshman/Assistant				7.2% 6.5% 5.5%
Softball: Head Coach J.V. Freshman/Assistant				7.2% 6.5% 5 <b>.5</b> %
Track: Head Coach Assistant Assistant Assistant				7.2% 5.5% 5.5% <b>5.5</b> %
Wrestling: Head Coach Assistant Assistant/Girls Coach				8.5% 6.5% <b>6.5</b> %
Cross Country: Head Coach Assistant				5.5%7.2% 5.5%
Soccer: Boys Head Coach Boys J.V. Girls Head Coach Girls J.V.				7.2% 5.5% 7.2% 5.5%
Tennis: Head Coach Assistant				7.2% 5.5%
Golf: Boys Head Coach Girls Head Coach		_	A	5.5% 5.5%
Volleyball: Girls Head Coach Girls J.V. Girls Freshman Boys Head Coach Boys J.V.				7.2% 6.5% 5.5% 7.2% 6.5%
Swimming: Head Coach				7.2%

Page 2 of 3

### Cheerleading: Head Coach

8.5%

For High School varsity sports only there is a \$100 per week additional stipend for each additional week the sport continues in the playoffs.

### C.F. SEASONAL - MIDDLE SCHOOL (C1)

Basketball: 7 <sup>th</sup> Grade Boys 8 <sup>th</sup> Grade Boys 7 <sup>th</sup> Grade Girls 8 <sup>th</sup> Grade Girls	5.5% 5.5% 5.5% 5.5%
Wrestling: 7 <sup>th</sup> Grade Boys 8 <sup>th</sup> Grade Boys	4.2% 4.2%
Softball: 7 <sup>th</sup> Grade Girls 8 <sup>th</sup> Grade Girls	4.2% 4.2%
Track: 6/7/8 <sup>th</sup> Grade Boys 6/7/8 <sup>th</sup> Grade Girls	4.2% 4.2%
Volleyball: 7 <sup>th</sup> Grade Girls 8 <sup>th</sup> Grade Girls 7 <sup>th</sup> Grade Boys 8 <sup>th</sup> Grade Boys	4.2% 4.2% 4.2% 4.2%
Flag Football: 8 <sup>th</sup> Grade Boys 7 <sup>th</sup> Grade Boys	5.5% 5.5%
Roller Hockey	2%
Cross Country	4.2%

### Đ.G.HOURLY (C1)

The regular rate of pay per hour, or ¼ fraction thereof, shall be based on F.1 of the Certificated Salary Schedule which is Appendix A. (i.e., F.1 divided by 183 days divided by 7.5 hours)

### E.H. SITE FUNDED OPTIONAL NEGOTIATED STIPENDS (C1)

Elementary Assessment Assistant for schools less than 400 ADA	1.1%
Elementary Student Body Advisor	1.4%
Elementary Student Study Team Coordinator/Facilitator for schools of	
400 ADA or more	<del>5.5%</del> 4.2%
Elementary Student Study Team Coordinator/Facilitator for schools of	
less than 400 ADA	2.8%
Middle School Curriculum Lead Teachers	2.8%
High School Department Chairs	2.8%

Page 3 of 3

### Appendix G

### COMPENSATION FOR EXCEEDING CLASS SIZE MAXIMUMS

(Completed form to be submitted to the Principal for processing at the end of each semester.)

Employee Name: Semester: (circle one) 1st 2nd		School:			
		Subject Area/Grade:			
PERIOD	# STUDENTS IN CLASS	# STUDENTS OVER CONTRACT LANGUAGE	SEMESTER AMOUNT  *\$650/Self Contained Class  *\$130/Period per student (Middle School)  *\$108.33/Period per student (High School)  *\$162.50/period per student (Cont. High School)  See Article IX A 2 a. and b. and B 3 a. 2., 4., 5.  and 6.	ELEMENTARY MUSIC & SCIENCE**  *\$26.00/student per class per semester. See Article IX B 3 a. 3.  SPEECH THERAPIST / ADAPTIVE PE TEACHER per *\$1,750 per semester. See Article A 7 a. 3. and 4.	Summer School Overage per Article XXV F., \$3.91 per student
1					
2					
3					
4				,	
5					
6					
7					
8					
will be scheduled in to Distribution: (check on	<i>he class witho</i> e only)		s/period, and the student then vacates the classes the	s/period, the next student enrolled	
Teacher Signature:			Date:	•	
Verified by: Attendance Clerk:			<u>Charge to:</u> 01.0103.0:1120.00.1110.1000.XX0.0 Date:		).00
Principal:	······································	**************************************	Date:	Amount: \$	. *

<sup>\*\*</sup> exceeding the maximum (based on grade level for each section taught) excluding up to 3 maintstreamed students, per class after the student has enrolled for two classes.

<sup>\*</sup> Adjusted annually by State COLA actually received by the District or negotiated salary schedule increase (which ever is greater).

### CERTIFICATED STAFFING ASSIGNMENT NOTICE

To: _		
Scho	pol:	
Your	r assignment for the <u>2016-2017</u> sch	nool year will be:
	☐ Check here if categorically fun Funding source:	·
	Primary Information:	
	☐ K – 5 Grade level:	and work location:
	☐ 6 – 8 Subject taught:	and work location:
	☐ 9 - 12 Subject taught:	and work location:
		els:, subject taught: for 80% of assignment
	☐ K - 12 Itinerate: Grade levels:and work location:	, subject taught: for 80% of assignment
	☐ K – 12 Nurse: <u>District-wide</u>	
	Additional Information:	
	☐ 6 – 8 Grade Level:	va
•	☐ 9 - 12 Specific Course Title(s):	
	☐ K -12 RSP/Speech – Other Wor	k Locations:
	☐ K -12 Itinerate — Other Work Lo	cations:
	Teacher Signature Date	Principal/Admin Signature Date
	Your signature means the following:	

1. Your assignment for the 2016-2017 School year will be described as above.

2. The school district must be informed by June 30, 2016 of a change in your employment status or effective July 1, 2016, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2016-2017 school year (Ed Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

Cc: Teacher, Principal, Assistant Superintendent of Personnel Services

#### OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

## **CERTIFICATION**

This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure and by the Board President upon formal board action on the proposed agreement.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Western Placer Unified School District (District), hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and the Western Placer Teachers Association Bargaining Unit, during the term of the agreement from 07/01/2015 to 06/30/2018. **Budget Revisions** If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report. **Budget Adjustment Current Year Budget Adjustments** Increase (Decrease) Revenues/Other Financing Sources Expenditures/Other Financing Uses 520,936 Change to Ending Fund Balance (520,936)Certifications (check one & sign) \_\_\_\_ I am unable to certify X I hereby certify 4/19/2016 District Superintendent Date Signature X I hereby certify I am unable to certify 4/19/2016 **Chief Business Official** Signature Date

<ul> <li>1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1</li></ul>	sclosure of the maj			NEW WORLD CONTROL OF THE PROPERTY OF THE PROPE		陈明就是"你们就是我们的,你就是我的人,这一个一点。"
그리고 얼마 그 나는 이 작가 있었다. 그 그 그 그 사람이 없었다.	/19/2016, took acti ociation Bargaining		e proposed Agre	ement with the	e Western Pla	acer
	President, Gove				Date	
	Signatu	ıre				

# OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

LEA Name:	Western Placer Unified School District				
Name of Bargaining Unit:	Western Placer Teachers Association				
Certificated, Classified, Other:	Certificated				
The proposed agreement covers the period beginning:	7/1/2015 and ending: 6/30/2018 (mm/dd/yyyy)				
The Governing Board will act upon this agreement on:	4/19/2016 (mm/dd/yyyy)				

Proposed Change in	Fiscal Impact of Proposed Agreement				
Compensation	FY 2015/16	FY 2016/17	FY 2017/18		
Salary Schedule Change (include step and column movement)	520,936	1,041,872	1,041,872		
Other Compensation - Identify:	-	72,022	72,022		
Statutory Benefits - STRS, PERS, FICA, Medicare, WC UI, etc.	included above	included above	included above		
Health and Welfare Benefits					
Total Proposed Change in Compensation Costs	\$ 520,936	\$ 1,113,894	\$ 1,113,894		
Total Number of FTE	325	327	327		
Average Cost per Employee	1,602	3,405	3,405		

Costs Already Included in Board Approved Budget Ref. Supplemental Information #8	-	~	-
Net Change to Budget	\$ 520,936	\$ 1,113,894	\$ 1,113,894

## OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

GENERAL FUND 01	Current Year	1st Subsequent Year	2nd Subsequent Year		
COMBINED	FY 2015/16	FY 2016/17	FY 2017/18		
Latest Board Approved Budget Before Settlement, Date: 12/15/2015					
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	75,614,420	72,322,483	74,250,472		
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	77,288,880	69,801,868	71,182,126		
Increase (Decrease) In Fund Balance	(1,674,460)	2,520,615	3,068,346		
Other Revisions, As Of Date:					
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)		-	-		
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)		•	-		
Increase (Decrease) In Fund Balance	**	+			
Adjustment For Settlement					
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)		**	_		
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	520,936	1,113,894	1,113,894		
Increase (Decrease) In Fund Balance	(520,936)	(1,113,894)	(1,113,894)		
Total Revised Budget					
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	75,614,420	72,322,483	74,250,472		
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	77,809,816	70,915,762	72,296,020		
Fund Balance					
Beginning Fund Balance	7,237,765	5,042,369	6,449,090		
Total Increase (Decrease) in Fund Balance	(2,195,396)	1,406,721	1,954,452		
Projected Ending Fund Balance	5,042,369	6,449,090	8,403,542		
Components of Ending Fund Balance					
Restricted	120,600	120,600	120,600		
Committed			<b></b>		
Assignments:	**	+	-		
0	<u></u>	<u></u>	-		
0		**	-		
Reserve For Economic Uncertainty	2,121,572	1,889,365	1,920,820		
Unassigned Balance (must be positive number)	2,800,197	4,439,125	6,362,122		
•					

## OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

GENERAL FUND 01	Current Year	1st Subsequent Year	2nd Subsequent Year	
UNRESTRICTED	FY 2015/16	FY 2016/17	FY 2017/18	
Latest Board Approved Budget Before Settler	nent, Date:	12/15/2015		
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	56,495,480	55,988,432	58,283,607	
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	57,316,240	53,467,817	55,215,261	
Increase (Decrease) In Fund Balance	(820,760)	2,520,615	3,068,346	
Other Revisions, As Of Date:				
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)  Total Expenses, Including Transfers Out, Other	-	-	+	
Uses (Objects 1000-7999)	-	-	*	
Increase (Decrease) In Fund Balance	-	<del>-</del>	_	
Adjustment For Settlement	***************************************			
★ Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	<b>7</b> 1	-	-	
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	520,936	1,113,894	1,113,894	
Increase (Decrease) In Fund Balance	(520,936)	(1,113,894)	(1,113,894)	
Total Revised Budget				
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	56,495,480	55,988,432	58,283,607	
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	57,837,176	54,581,711	56,329,155	
Fund Balance				
Beginning Fund Balance	6,268,465	4,926,769	6,333,490	
Total Increase (Decrease) In Fund Balance	(1,341,696)	1,406,721	1,954,452	
Projected Ending Fund Balance	4,926,769	6,333,490	8,287,942	
Components of Ending Fund Balance				
Restricted	5,000	5,000	5,000	
Committed	-	***************************************	***************************************	
Assignments:				
	***************************************			
Reserve For Economic Uncertainty	2,121,572	1,889,365	1,920,820	
Unassigned Balance (must be positive number)	2,800,197	4,439,125	6,362,122	
% Available for Economic Uncertainty	6.33%	8.92%	11.46%	

Projected Restricted Ending Balance cannot be negative. Requires contribution from Unrestricted included under Adjustment For Settlement section.

# OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

	GENERAL FUND 01	Current Year	1st Subsequent Year	2nd Subsequent Year				
	RESTRICTED	FY 2015/16	FY 2016/17	FY 2017/18				
Late	est Board Approved Budget Before Settlem	ent, Date:	12/15/2015					
	<b>Total Revenues</b> , Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	19,118,940	16,334,051	15,966,865				
	<b>Total Expenses</b> , Including Transfers Out, Other Uses (Objects 1000-9999)	19,972,640	16,334,051	15,966,865				
	Increase (Decrease) In Fund Balance	(853,700)	-	-				
Oth	er Revisions, As Of Date:							
	<b>Total Revenues</b> , Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	au .				
	Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	•	-	-				
	Increase (Decrease) In Fund Balance	-	-	**				
Adji	ıstment For Settlement							
*	Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	₩	*				
To the form of the first of the	<b>Total Expenses</b> , Including Transfers Out, Other Uses (Objects 1000-9999)	-	-	-				
	Increase (Decrease) in Fund Balance	-	•	-				
Tota	al Revised Budget							
	Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	19,118,940	16,334,051	15,966,865				
	Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	19,972,640	16,334,051	15,966,865				
Fun	d Balance							
	Beginning Fund Balance	969,300	115,600	115,600				
	Total Increase (Decrease) in Fund Balance	(853,700)	~	-				
*	Projected Ending Restricted Fund Balance	115,600	115,600	115,600				
Res	tricted Balance Positive (Negative)							
*	★ Projected Restricted Ending Balance cannot be negative. Requires contribution from Unrestricted included under Adjustment For Settlement section.							

## OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

1 What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

On-going increase of 4.00% on WPTA salary schedule effective 1/1/16. In 2015/16 less than full year increase is effective annualized increase of 2.00%. Change in Appendix B in specific stipends to be paid at cell D1 of WPTA salary schedule, effective 7/1/16. Appendix B stipends added for high school coaches, all effective 7/1/16. App. B - range increase for Site Tech Trainers effective 7/1/16. Counselor Salary starting cell to be no lower than F1, effective 7/1/16. President release time minimum 12.5FTE to maximum of 20FTE- one year only - 100% paid by WPTA effective 7/1/16. Class-size overage stipends increased/adjusted effective 7/1/16. One additional non-

	instructional day added to the work days for VVPTA in 2017/18 and going forward.				
2	Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)				
	No ·				
3	Does this bargaining unit have a negotiated cap for Health and Welfare benefits?  Yes X  No				
	If yes, please describe the cap amount.				
	N/A				
4	Describe other proposed non-compensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)				
	One additional non-instructional day added to the work days for WPTA in 2017/18 and going forward.				

# OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

5	What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)
	No
6	What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?
	No
7	Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.
	N/A
8	Describe any costs that were previously included at budget adoption or subsequent board approved revision, that will be implemented by the proposed agreement.
	None
9	Identify the source of funding for the proposed agreement in the current and each of the two subsequent years.
	Unrestricted General Funds Fund Balance. All categorically funded increases will be funded through those specific programs.

## OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

10	If amounts are entered in the "Other Revisions" on the MYP forms please provide brief description.
	N/A
11	Will this agreement create, or decrease the LEA's budget deficit in the current or subsequent year(s)? "Budget Deficit" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.
	Yes. Unappropriated Fund Balance Reserves are available for the settlement.
12	Will the LEA be able to maintain it's Reserve for Economic Uncertainty in the current and two subsequent fiscal years? If not, explain justification for approving proposed agreement.
	yes
13	Please provide any additional comments and explanations that are necessary to understand the impact of the proposed agreement not already addressed above.
	None noted

## OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

LEA Name:	Western Placer Unified School District				
Name of Bargaining Unit:	Western Placer Teachers Association				
Certificated, Classified, Other:	Certificated				
The proposed agreement covers the period beginning:	7/1/2015 and ending: 6/30/2018 (mm/dd/yyyy)				
The Governing Board will act upon this agreement on:	4/19/2016 (mm/dd/yyyy)				

Proposed Change in	Fiscal Impact of Proposed Agreement					
Compensation	FY 2015/16		FY 2016/17		FY 2017/18	
Salary Schedule Change (include step and column movement)	520,936		1,041,872		1,041,872	
Other Compensation - Identify:			72,022		72,022	
Statutory Benefits - STRS, PERS, FICA, Medicare, WC UI, etc.	included above		included above		included above	
Health and Welfare Benefits						
Total Proposed Change in Compensation Costs	\$ 520,936	\$	1,113,894	\$	1,113,894	
Total Number of FTE	325		327		327	
Average Cost per Employee	1,602		3,405		3,405	

Costs Already Included in Board Approved Budget Ref. Supplemental Information #8	~	-	
Net Change to Budget	\$ 520,936	\$ 1,113,894	\$ 1,113,894

# 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.
- Provide facilities for all district programs and functions that are sultable 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: AGENDA ITEM AREA:

Disposal of Surplus Items Action

REQUESTED BY: ENCLOSURES:

Audrey Kilpatrick No Assistant Superintendent of Business Services

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Business Services General Fund

MEETING DATE: ROLL CALL REQUIRED:

April 5<sup>th</sup>, 2016

### **BACKGROUND:**

Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods. If the property value is insufficient to defray the costs to arrange a sale, the Board may unanimously approve that property be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping (EC 17546)

The attached list of items have been determined to be unusable, obsolete or no longer needed and the district desires to sell these items online through The Public Group, LLC., which is designed to ensure compliance with state regulations and policies. If items on the list do not sell or the cost to sell exceeds the estimated value, they will be disposed of by donation or dumping.

Per Education Code 17547, money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made (for example Building Fund or Facilities Fund).

#### RECOMMENDATION:

Administration recommends the Board of Trustees declare the attached list of items as surplus, authorize the disposal and/or sale of the items and authorize the removal of these items from the fixed assets inventory list if applicable.

154

# Surplus Items

Item	Value	Location
Remington Rand Office Filing System	\$500.00	Maint. Warehouse
Scissor Lift	\$5,000.00	Maint. Warehouse

An \* indicates items that might be used within the 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.
- 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:

2016-2019 LCAP Update

REQUESTED BY:

Kerry Callahan Assistant Superintendent

**DEPARTMENT:** 

**Educational Services** 

**MEETING DATE:** 

April 5, 2016

**AGENDA ITEM AREA:** 

Information

**ENCLOSURES:** 

No - Presentation at Meeting

FINANCIAL INPUT/SOURCE:

Future LCFF Base and Supplemental

Spending

**ROLL CALL REQUIRED:** 

No

#### BACKGROUND:

The 2015-2016 LCAP Committee and DAC/DELAC Parent Committees have been working diligently throughout the school year to provide input to support the annual update of the District LCAP, which will be brought forward to the board at a later date for review and approval.

Tentative plans for the use of LCFF Supplemental funds to further support English learner, low-income, and homeless students have been established. Educational Services will inform the board on the plan for utilizing those funds as well as provide the progress-to-date in updating the District LCAP and the next steps for review and approval of the final LCAP by both the Board and PCOE.

## RECOMMENDATION:

Administration recommends the Board receive the information provided.

## 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
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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: AGENDA ITEM AREA:

Adoption of Revised/New Action

Policies/Regulations/Exhibits

REQUESTED BY: ENCLOSURES:

Scott Leaman Yes

Superintendent

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Administration N/A

MEETING DATE: ROLL CALL REQUIRED:

April 5, 2016 No.

## **BACKGROUND:**

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

- BP/AR 0420 School Plan/Site Councils
- BP/AR 3270 Sale and Disposal of Books, Equipment and Supplies
- AR 311 Bids
- AR 3512 Equipment
- AR 4119.11/4219.11/4319.11 Sexual Harassment
- BP/AR 4154/4254/4354 Health and Welfare Benefits
- BP/AR 5141.33 Head Lice
- BP/AR 5148.2 Before/After School Program

#### RECOMMENDATION:

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

#### MANUAL MAINTENANCE GUIDESHEET

## July/October 2015

Page 1 of 2

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

#### BP/AR 0420 - School Plans/Site Councils

(BP/AR revised)

Policy and regulation updated to reflect requirements to align the district's local control and accountability plan with the strategies in each school's single plan for student achievement (SPSA) and the repeal of certain categorical programs that had been included in the state's consolidated application. Policy clarifies the continuing need for schools participating in specified state or federal categorical programs to develop the SPSA.

# BP/AR 3270 - Sale and Disposal of Books, Equipment and Supplies

(BP/AR revised)

Policy updated to add Board roles in determining whether the value of the property is sufficient to warrant a sale and in approving the terms and conditions of the sale. Policy also reflects **NEW LAW** (SB 971, 2014) which eliminates the mandate to adopt rules for the identification of obsolete instructional materials. Policy provides optional criteria for such identification and clarifies the circumstances under which the sale or donation of obsolete or unusable instructional materials may be appropriate. Reorganized regulation reflects the repeal by SB 971 of requirements related to the use of the proceeds from the sale of instructional materials and adds section on "Equipment/Supplies Acquired with Federal Funds." Section on "Replacement of School Buses" deleted since **NEW LAW** (SB 78, 2015) repealed the conditions for the sale of school buses by districts receiving a state apportionment to replace the buses.

## AR 3311 - Bids

(AR revised)

Regulation updated to reflect **NEW LAW** (AB 1581, 2014) which authorizes districts to set timelines for submittal and opening of bids and, for districts of 2,500 or more average daily attendance, extends prequalification procedures to any lease-leaseback agreement for a public project that involves an expenditure of \$1 million or more and meets other specified criteria. Regulation also references **NEW COURT DECISION** which ruled that, to be valid, a lease-leaseback agreement must contain a lease term and a financing component.

## AR 3512 - Equipment

(AR revised)

Regulation updated to define "equipment," provide that district equipment shall be used primarily for educational purposes or other district operations, delete material on comparability of equipment which is also addressed in BP 6171 - Title I Programs, and clarify processes for transferring equipment between work sites. Regulation also adds material related to equipment inventories, the sale or disposal of equipment, and the purchase of equipment with federal funds.

## AR 4119.11/4219.11/4319.11 - Sexual Harassment

(AR revised)

Regulation updated to clarify that the AR is mandated pursuant to state law and to reflect **NEW LAW** (AB 2053, 2014) which adds prevention of abusive conduct to the contents of sexual harassment training required for supervisory employees. Regulation also reflects state law providing that the conduct need not be motivated by sexual desire in order to constitute sexual harassment. References to Title 2 regulations updated to reflect recent renumbering.

## MANUAL MAINTENANCE GUIDESHEET

## July/October 2015

Page 2 of 2

#### BP/AR 4154/4254/4354 - Health and Welfare Benefits

(BP/AR revised)

Policy and regulation updated to reflect the federal Patient Protection and Affordable Care Act, applicable to districts with 50 or more full-time employees. Policy includes information about the calculation of full-time employees for the purpose of determining the applicability of the Act and reflects requirements to provide an affordable health insurance plan which includes specified minimum coverage and pays at least 60 percent of the medical expenses covered under the plan. Policy also reflects NEW LAW (SB 1306, 2014) which defines "marriage" as a personal relationship arising out of a civil contract between two persons rather than a man and a woman. Regulation adds section on "Affordability of Health Coverage" which includes methods by which districts may determine that each employee's contribution for employee-only health coverage does not exceed 9.5 percent of his/her household income.

#### BP/AR 5141.33 - Head Lice

(BP revised/AR new)

Policy revised and Regulation is being added. (at the request of the Assistant Superintendent)

## BP/AR 5148.2 - Before/After School Programs

(BP/AR revised)

Policy and regulation updated to reflect NEW LAW (SB 1221, 2014) which requires before/after school programs to submit program attendance reports on a semi-annual basis and to use a program quality improvement process that is based on standards developed by the CDE. Policy also adds material on qualifications of staff and volunteers, the preferred placement of students ages 11-12 in a before/after school program rather than subsidized child care services, and timelines for review and maintenance of the program plan. Regulation also revised to clarify applicable grade levels for the 21st Century Community Learning Center program, reflect funding priorities used by the CDE, add material on summer programs, and reflect law authorizing a full meal to be served in after-school programs.

For Board Approval: April 5, 2016

## SCHOOL PLANS/SITE COUNCILS

The Governing Board believes that comprehensive planning that is aligned with the each district's local control and accountability plan (LCAP) school is necessary at each school, in order to focus school improvement efforts on student academic achievement and facilitate the effective use of district resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

```
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 – Local Control and Accountability Plan)
```

Each district school shall establish a school site council in accordance with Education Code 52852 and the accompanying administrative regulation to develop, review, and approve school plans.

For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA). (Education Code 52055.755, 64001)

```
(cf. 0420.1 School-Based Program Coordination)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0520.2 – Title I Program Improvement Schools)
-(cf. 0520.4 - Quality Education Investment Schools)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1431 - Waivers)
(cf. 3513.3 Tobacco Free Schools)
(cf. 4131 Staff Development)
(cf. 5147 Dropout Prevention)
(cf. 5147 Dropout Prevention)
(cf. 6020 - Parent Involvement)
(cf. 6142.91 Reading/Language Arts Instruction)
(cf. 6151 Class Size)
(cf. 6161.2 Counseling/Guidance Services)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6190 - Evaluation of the Instructional Program)
```

As appropriate, a school may incorporate any other school plan into the SPSA. (Education code 64001)

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. He/she shall also ensure the specific actions included in the district's LCAP are consistent with the strategies identified in each school's SPSA. submit to the Board his/her recommendations for plan approval or revision.

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. Any such review and approval shall be at a regularly scheduled Board meeting. (Education Code 64001)

Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 52855)

The Superintendent or designee shall ensure that school administrators and of each site council members receive training on the roles and responsibilities of the site council.

## Legal Reference: EDUCATION CODE

```
52-53 Designation of schools
33133 Information guide for school site councils
35147 Open meeting laws exceptions
41500-11573 Categorical education block grants
52055.700-52055.770 Quality Education Investment Act
41540-41544 Targeted instructional improvement block grants
52060-52077 Local control and accountability plan
52176 Advisory committees
52500-52617 Adult education, including:
52800 52887 School-Based Program Coordination Act
52890 Qualifications and duties of outreach consultants
52852 School site councils
54000-54028 Educationally Disadvantaged Youth Programs
54100-54145 Miller Unruh Basic Reading Act
54425 Advisory committees (compensatory education)
54650-54659 Education Improvement Incentive Program
56000-56885 Special education
64000 Categorical programs included in consolidated application
64001 Single school plan for student achievement, consolidated application programs
HEALTH AND SAFETY CODE
```

Legal Reference: (continued on next page)

104420 Tobacco use prevention <u>CODE OF REGULATIONS, TITLE 5</u> 3930-3937 Compliance plans

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20

6311 Accountability, adequate yearly progress

6312-6319 Title I programs; plans

6421-6472 Programs for neglected, delinquent, and at-risk children and youth

6601-6651 Teacher and Principal Training and Recruitment program

6801-7014 Limited English proficient and immigrant students

7101-7165 Safe and Drug-Free Schools and Communities

7341-7355c Rural Education Initiative

## Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site

Council, February 2013-2014

WEST ED PUBLICATIONS

California Healthy Kids Survey

California School Climate Survey

WEB SITES

California Department of Education, Single Plan for Student Achievement:

http://www.cde.ca.gov/nclb/sr/le/singleplan.asp

U.S. Department of Education: http://www.ed.gov

WestEd: http://www.wested.org

Policy

adopted: September 4, 2007

WESTERN PLACER UNIFIED SCHOOL DISTRICT

revised: January 20, 2015 revised: April 5, 2016

Lincoln, California

## SCHOOL PLANS/SITE COUNCILS

#### **School Site Councils**

School site councils shall be established when required for participation in a categorical program. (Education Code 41572, 52852, 64001)

(cf. 0420.1 School-Based Program Coordination)

The Each school shall have a school site council shall be composed of the following: (Education Code 52852)

- 1. The principal
- 2. Teachers selected by the school's teachers
- 3. Other school personnel ehosen selected by the school's other personnel
- 4. Parents/guardians representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school
- 5. In If the schools is a secondary schools, students attending the school selected by other such students

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For elementary school site councils, the remaining half shall be parent/guardian representatives. For secondary school site councils, the remaining half shall be equal numbers of parent/guardian representatives and students. (Education Code 52852)

A district employee may serve as a parent/guardian representative on the site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination.

School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 52870, 54425; 5 CCR 3932)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

(cf. 1220 - Citizen Advisory Committees)

# Single Plan for Student Achievement

In order for a Any district school to that shall participate in any state or federal categorical program specified in Education Code 52055.700, or 64000 on an ongoing basis, the shall have a school site council which shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 52055.755, 64001)

```
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0520.4 - Quality Education Investment Schools)
(cf. 1431 - Waivers)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 4131 - Staff Development)
(cf. 5147 - Dropout Prevention)
(cf. 6020 - Parent Involvement)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6151 - Class Size)
(cf. 6164.2 - Counseling/Guidance Services)
(cf. 6171 - Title 1 Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6184 - Continuation Education)
```

The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)

Such groups may include, but are not limited to, parent advisory committees established for to review and comment on the district's local control and accountability plan (LCAP); eategorical programs such as advisory committees establish for English learner, and special education programs; gifted and talented education, and Economic Impact Aid programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.

```
(cf. 0460 – Local Control and Accountability Plan)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 6172 – Gifted and Talented Student Program)
(cf. 6190 - Evaluation of the Instructional Program)
```

The SPSA shall be aligned with **the district's LCAP and** school goals for improving student achievement. School goals shall be based on an analysis of verifiable state data, **identified pursuant to law**, including the Academic Performance Index (API) and the California English Language Development Test (CELDT), and may consider any other data developed by the district to measure student achievement. (Education Code **52062**, 64001)

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(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6162.52 - High School Exit Examination)
(cf. 6162.51 - Standardized Testing and Reporting Program)
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The SPSA shall, at a minimum: (Education Code 64001)

- 1. Address how funds provided to the school through specified categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by the API law
- 2. Identify the means of evaluating the school's progress toward accomplishing those goals
- 3. Identify how state and federal law governing the categorical programs will be implemented

In addition to meeting the requirements common to all applicable school plans, the SPSA shall address the content required by law for each individual categorical program in which the school participates.

In developing or revising the SPSA, the school site council or other schoolwide advisory group or school support group shall:

1. Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.

#### (cf. 6011 Academie Standards)

- 2. Assess the effectiveness of the school's instructional program in relation to the analysis of student data.
- 3. Identify a limited number of achievement goals and key improvement strategies to achieve the goals. School goals shall reflect the needs identified at the school site while aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goals is focused, the methods or practices that will be used to reach the goals, and the criteria that will be used to determine if the goal is achieved.
- 4. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.

The Superintendent or designee and the principal shall implement the strategies in the single plan and report to the school site council and the Board regarding progress toward school goals. The school site council shall monitor the implementation and effectiveness of the single plan and modify any activities that prove ineffective.

The school site council or other schoolwide group shall approve the proposed SPSA at a meeting for which public notice has been posted and then submit the SPSA to the Governing Board for approval. (Education Code 35147, 64001)

The school site council or other schoolwide group shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the **principal or designee** school shall evaluate results of improvement efforts and report to the Board, **school site council**, advisory committees, and other interested parties regarding progress toward school goals.

The school site council or other schoolwide group may amend the SPSA at any time. Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.

Regulation approved: September 4, 2007

revised: January 20, 2015 revised: April 5, 2016

Lincoln, California

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

When district owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Board of Trustees, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations. With Board approval, the Superintendent or designee shall arrange for the sale or disposal of these items.

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(cf. 0440 - District Technology Plan)
(cf. 61613512 - Equipment, Books and Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6163.1 - Library Media Centers)
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The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids. (Education Code 17546)

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping. (Education Code 17546)

Instructional materials may be considered obsolete or unusable when they: by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

- 1. Contain information rendered inaccurate or incomplete by new research or technologies
- 2. Have been replaced by more recent versions or editions or new materials selected by the Board and are of no foreseeable value in other instructional areas

(cf. 6161.1 Selection and Evaluation of Instructional Materials)

3. Contain demeaning, stereotyping or patronizing references to any group of persons protected against discrimination by law or Board policy.

(cf. 0410 Nondiscrimination in District Programs and Activities)

4. Have been inspected and discovered to be Are damaged beyond use or repair

(cf. 1312.4 Williams Uniform Complaint Procedures)

5. Are not aligned with the district's academic standards or course of study

(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 1312.4 - Williams Uniform Complaint Procedures) (cf. 6161.1 - Selection and Evaluation of Instructional Materials) (cf. 6011 - Academic Standards) (cf. 6143 - Courses of Study)

The Superintendent or designee shall establish procedures to be used whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant. Such procedures shall be designed to ensure the highest possible return. (34 CFR 80.32) when selling equipment for which the federal government has a right to receive all or part of the proceeds. These procedures shall ensure a reasonable amount of competition so as to result in the highest possible revenue.

(cf. 3440 - Inventories)

Legal Reference: (see next page)

## Legal Reference:

#### **EDUCATION CODE**

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

60510-60530 Sale, donation, or disposal of instructional materials

42291.5 Temporary school bus designation

42303 School bus sale to another district

60500 Determination of obsolescence

60510-60511 Donation or sale

60520-60521 Disposition of sale proceeds

60530 Methods of destruction

**GOVERNMENT CODE** 

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 34

80.32-80.33 Equipment and supplies acquired under a grant or subgrant

### Management Resources:

## CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Standards for Evaluating Instructional Materials for Social Content, 2000-2013

**WEB SITES** 

California Department of Education: http://www.cde.ca.gov School Services of California, Inc.: http://www.sscal.com

Policy WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007 Lincoln, California

revised: February 21, 2012 revised: April 5, 2016

#### Instructional Materials

Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be sold by the district. Alternatively, such materials may be donated to: (Education Code 60510)

- 1. Another district, county free library, or other state institution
- 2. A United States public agency or institution
- 3. A nonprofit charitable organization
- 4. Children or adults in California or foreign countries for the purpose of increasing the general literacy of the people

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(cf. 0440 - District Technology Plan)
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(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

The district may sell surplus or obsolete personal property belonging to the district by any of the following methods:

1. The Superintendent or designee may advertise for bids and either sell the property to the highest responsible bidder or reject all bids. (Education Code 17545)

Notice for bids shall be posted in at least three public places in the district for at least two weeks or published at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, published within the district. (Education Code 17545)

Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 17546)

- 2. The property may be sold by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm. Notice related to the auction shall be posted or published as described in item #1 above. (Education Code 17545)
- 3. The district may sell the property without advertising for bids under any of the following conditions:
- a. The Board members attending a meeting unanimously agree that the property is worth no more than \$2,500, in value. (Education Code 17546)

- b. The district sells the property to agencies of federal, state or local government, to any other school district, or to any agency eligible under the federal surplus property law (40 USC 48 renumbered 40 USC 549) and, the sale price equals the cost of the property plus estimated cost of purchasing, storing and handling. (Education Code 17540)
- c. The district sells or leases the property to agencies of federal, state or local government or to any other school district, and the price and terms of the sale or lease are fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)

Any organization, agency, or institution receiving obsolete instructional materials donated by the district shall certify to the Governing Board that it agrees to make no charge to any persons to whom it gives or lends these materials. (Education Code 60511)

At least 60 days before selling or donating surplus or undistributed obsolete instructional materials, the Superintendent or designee shall notify the public of the district's intention to do so through a public service announcement on a local television station, in a local newspaper, or by other means that will most effectively reach the entities described above. Representatives of those entities and members of the public also shall be notified of the opportunity to address the Board regarding the distribution of these materials.

(cf. 9323 - Meeting Conduct)

Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified above may be disposed of by either of the following: (Education Code 60530)

- 1. Mutilated as not to be salable as instructional materials and sold for scrap or for use in the manufacture of paper pulp or other substances at the highest obtainable price
- 2. Destroyed by any economical means, provided that the materials are not destroyed until at least 30 days after the district has given notice to all persons who have filed a request for such notice

(cf. 3510 - Green School Operations) (cf. 3511.1 - Integrated Waste Management)

If the Board members attending a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping. (Education Code 17546)

## Equipment/Supplies Acquired with Federal Funds

When the district has a need to replace equipment originally purchased with funds from a federal grant or subgrant, it may, subject to the approval of the agency that awarded the grant, trade in the original equipment or sell the property and use the proceeds to offset the cost of the replacement property. (34 CFR 80.32)

When any original or replacement equipment or supplies acquired under a federal grant or subgrant are no longer needed for the original project or program or for other federally supported activities, the district may retain or sell such items or, if the item has a current fair market value of less than \$5,000, may otherwise dispose of the item in a manner approved by the Board. Whenever the district sells equipment or supplies that have a current fair market value of \$5,000 or more, it shall provide an amount to the federal agency equal to the agency's share of the current market value of the equipment or the proceeds from the sale of the equipment or supplies. (34 CFR 80.32-80.33)

In the event that the district is provided equipment that is federally owned, the district shall request disposition instructions from the federal agency when it no longer needs the equipment. (34 CFR 80.32)

## Other Personal Property

The district may sell other surplus or obsolete district-owned personal property through any of the following methods:

1. The Superintendent or designee may advertise for bids by posting a notice in at least three public places in the district for at least two weeks, or by publishing a notice at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, publishing within the district. The district shall sell the property to the highest responsible bidder or shall reject all bids. (Education Code 17545, 17548)

Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 17546)

(cf. 3311 - Bids)

- 2. The property may be sold by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm. (Education Code 17545)
- 3. The district may sell the property without advertising for bids under any of the following conditions:
  - a. The Board members in attendance at a meeting have unanimously determined that the property does not exceed \$2,500 in value. (Education Code 17546)

(cf. 9323.2 - Actions by the Board)

- b. The district sells the property to agencies of the federal, state, or local government, to any other school district, or to any agency eligible under the federal surplus property law and the sale price equals the cost of the property plus the estimated cost of purchasing, storing, and handling. (Education Code 17540; 40 USC 549)
- c. The district sells or leases the property to agencies of the federal, state, or local government or to any other school district and the price and terms of the sale or lease are fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)

Money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made. (Education Code 17547)

(cf. 3100 - Budget)

#### **Instructional Materials**

Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be sold by the district, in which case all of the proceeds of the sale shall be available to acquire basic instructional materials, supplemental instructional materials, or technology based materials. (Education Code 60510, 60510.1, 60521)

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(cf. 0440 — District Technology Plan)
(cf. 6161 — Equipment, Books and Materials)
(cf. 6161.1 — Selection and Evaluation of Instructional Materials)
(cf. 6161.11 — Supplementary Instructional Materials)
(cf. 6163.1 — Library Media Centers)
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Such materials also may be donated to another district, county free library or other state institution; any United States public agency or institution; any a nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy. Any organization, agency, or institution receiving obsolete instructional materials donated by the district shall certify to the Board that it agrees to make no charge to any persons to whom it gives or lends these materials. (Education Code 60510, 60511)

At least 60 days before disposing of these instructional materials, the Board shall notify the public of its intention to do so through a public service announcement on a local television station, in a local newspaper, or by another means the Board believes will most effectively reach the entities described above. The Board shall also permit representatives of these entities and members of the public to address the Board regarding the distribution of these materials.

(cf. 9323 - Meeting Conduct)

Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified above may be disposed of by either of the following: (Education Code 60530)

- By being mutilated so as not to be salable and sold for scrap at the highest obtainable price
- 2. By being destroyed by any economical means at least 30 days after the Board has given notice to all persons who have requested such notice

(cf. 9323.2 Actions by the Board)

#### School Buses

Upon receiving a state apportionment for the replacement of a school bus, the Board may sell the bus that is being replaced to another California school district if the following conditions are met: (Education Code 42303)

- 1. The other district is replacing a bus that is in service and has not been designated a temporary school bus pursuant to Education Code 42291.5.
- 2. The bus being replaced by the other district is older than the bus that is being sold by this district.
- 3. The bus being replaced by the other district is not sold to a third school district.

- 4. The other district, by Board resolution, holds the state and this district harmless for any liability that may result from the bus that this district is selling.
- 5. The proceeds from the sale of the bus shall be used by this district for home to school transportation purposes.
- 6. Before the sale is finalized, the bus being sold is in compliance with all relevant provisions of the Vehicle Code and 13 CCR and Title 13 of the California Code of Regulations.

Regulation

WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: September 4, 2007 revised: February 21, 2012 revised: April 5, 2016

Lincoln, California

#### BIDS

## Advertised Bids/Competitive Bids

The district shall advertise for competitive bids to let any public project contract involving an expenditure of \$15,000 or more. *Public project* means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

The district shall also seek competitive bids through advertisement for contracts exceeding the amount specified in law, and as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111;

- 1. The purchase of equipment, materials or supplies to be furnished, sold, or leased to the district
- 2. Services, not including construction services, or special services and advice in accounting, financial, legal, or administrative matters
- 3. Repairs, including maintenance that is not a public project

Maintenance means routine, recurring and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment, but does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services, and protection provided by security forces. (Public Contract Code 20115)

## Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation, circulated in the county. The Superintendent or designee, also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

#### (cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting. The notice shall also detail when and where project documents, including final plan and specifications, are available. Any such mandatory visit or meeting shall not occur within a minimum of five calendar days of the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

## (cf. 3510 - Green School Operations)

- 2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)
  - a. Cash
  - b. A cashier's check made payable to the district
  - c. A certified check made payable to the district
  - d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

- 3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
- 4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
- 5. When two or more identical lowest or highest bids are received, the Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)
- 6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #a below will be used: (Public Contract Code 20103.8)
  - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

- 7. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.
- 87. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.
- 98. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

109. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

## **Prequalification Procedure**

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. each prospective bidder shall complete and submit a standardized questionnaire and financial statement. For this purpose, the Superintendent or designee shall provide a standardized proposal form which requires a complete statement of the bidder's financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Public Contract Code 20111.5, 20111.6)

Prospective bidders shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids. (Public Contract Code 20111.5)

The Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. Bidders must be prequalified by the district at least one day before the fixed bid opening date. (Public Contract Code 20111.5)

The district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. (Public Contract Code 20111.5)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Education Code 17406, 17407; Public Contract Code 20111.6)

- 1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in the Business and Professions Code 4113, 7056, or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
- 2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public

opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

#### Award of Contract

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

- 1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
- 2. For any transportation service contract involving an expenditure of more than \$10,000, which the Board contemplates may be made with a person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
- 3. When the contract is one for which the Board has established goals and requirements relating to participation of minority, women, disabled veteran, or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

## **Protests by Bidders**

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

## Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus. Competitive negotiation shall not be used to contracts for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation shall include, but not be limited to, the following requirements: (Public Contract Code 20118.24)

- 1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
- 2. Notice of the (RFP) shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
- 3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the (RFP) is received.
- 4. The (RFP) shall identify all significant evaluation factors, including price, and their relative importance.
- 5. The Superintendent of designee shall provide reasonable procedures for the technical evaluation of the (RFP) received, the identification of qualified sources, and the selection for the award of the contract.
- The Board shall award the contract to the qualified bidder whose proposal meets the
  evaluation standards and will be most advantageous to the district with price and all
  other factors considered.
- 7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.
- 8. The Board at its discretion may reject all proposals and request new RFPs.

9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP, shall not be subject to negotiation with the successful proposer.

### **Sole Sourcing**

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall **ensure that** not draft the bid specification: in a manner that: (Public Contract Code 3400)

- 1. Does not directly or indirectly limits bidding to any one specific concern
- 2. **Does not** Calls for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing), if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

- 1. To conduct a field test or experiment to determine its suitability for future use
- 2. To match others in use on a particular public improvement that has been completed or is in the course of completion
- 3. To obtain a necessary item that is only available from one source
- 4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

#### **Bids Not Required**

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease, data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vender ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

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(cf. 3300 – Expenditures and Purchasing) (cf. 3512 – Equipment)
```

In addition, upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17406, 17407.5) (Education Code 17406)

```
(cf. 3280 - Sale or Lease of District-Owned Real Property)
```

Any lease-leaseback agreement shall include a lease term that specifies the district's occupancy of the building or improved property and a financing component as may be determined on a case-by-case basis.

Regardless of the funding source, when any lease-leaseback agreement is for a public project, involves an expenditure of \$1,000,000 or more, and meets other criteria in Public Contract Code 20111.6, the prequalification requirements specified in the "Prequalification Procedure" section above shall be followed. (Education Code 17406)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance

and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

```
(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 9320 - Meetings and Notices)
```

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

```
(cf. 6161.1 - Selection and Evaluation of Instructional Materials) (cf. 6161.11 - Supplementary Instructional Materials) (cf. 6163.1 - Library Media Centers)
```

Perishable foodstuffs and seasonal commodities, needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

```
(cf. 3551 - Food Service Operations/Cafeteria Fund)
```

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes, or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids. or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 20113)

```
(cf. 3517 - Facilities Inspection)
```

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education code 17602)

## Regulation

#### WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: September 4, 2007 revised: August 17, 2010 revised: November 6, 2012 revised: February 3, 2015 revised: April 5, 2016

#### **EQUIPMENT**

District equipment shall be used primarily for educational purposes and/or to conduct district business. Employees and/or students shall use district equipment only for school-related tasks. The Superintendent or designee shall ensure that all employees, students, and other users understand the appropriate use of district equipment and that any misuse may be cause for disciplinary action or loss of user privilege. that personal use of district equipment is prohibited and that a violation may be cause for disciplinary action.

```
(cf. 0440 – District Technology Plan)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3540 – Transportation)
(cf. 3551 – Food Service Operations/Cafeteria Fund)
(cf. 4040 - Employee Use of Technology)
(cf. 4118 – Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 6000 – Concepts and Roles)
(cf. 6163.4 - Student Use of Technology)
(cf. 6171 – Title I Programs)
```

School-connected organizations may be granted reasonable use of the equipment for school-related matters as long as it does not interfere with the use by students or employees or otherwise disrupt district operations.

```
(cf. 1230 - School-Connected Organizations)
(cf. 1330 - Use of School Facilities)
```

The Superintendent or designee shall approve the transfer of any district equipment from one work site to another and the removal of any district equipment for off-site use. When any equipment is taken off site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

Employees transferred to another work site shall take with them only those personal items that have been purchased with their own funds unless otherwise authorized by the Superintendent or designee or applicable Board policy.

The Superintendent or designee shall maintain an inventory of all equipment currently valued in excess of \$500. (Education Code 35168; 5 CCR 3946)

```
(cf. 3440 - Inventories)
```

The district shall provide comparable basic equipment and supplies for all classes. When equipment cannot be supplied to every class, the Superintendent or designee shall ensure that it will be shared within and among the schools.

```
(cf. 6000 - Concepts and Roles)
(cf. 6171 - Title I Programs)
```

## **EQUIPMENT** (continued)

When school equipment is not being used by students or employees, school-connected organizations may be granted reasonable use of the equipment for school-related matters.

```
(cf. 1230 School Connected Organizations)
(cf. 1330 Use of School Facilities)
```

When equipment is unusable or is no longer needed, it may be sold, donated, or disposed of in accordance with Education Code 17540-17555 or 34 CFR 80.32, as applicable.

```
(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)
```

The principal shall approve the removal of district-owned equipment from the school site. When any equipment is taken off-site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

## Transfer of Equipment to a New Site

Employees transferred to another school shall take with them only those personal items that have been purchased with their own funds. Items paid for by the district, school-connected organizations or grants shall remain at the initial location unless the principals of both schools make special arrangements that serve the best interests of the districtwide instructional program.

Equipment and materials unique to a special program being moved to another site may be moved to the new location upon the approval of both principals.

### **Equipment Acquired by Federal Funds**

The Superintendent or designee shall obtain prior written approval from the California Department of Education or other awarding agency before purchasing equipment with federal funds.

```
(cf. 3300 - Expenditures and Purchases)
```

All equipment purchased with Consolidated Application for federal programs fundeds through the consolidated application pursuant to Education Code 64000-64001 shall be labeled with the name of the project, identification number and name of the district. (5 CCR 3946)

All equipment purchased for federal programs funded through the consolidated application pursuant to Education Code 64000-64001 shall be labeled with the name of the project, identification number, and name of the district. (5 CCR 3946)

## **EQUIPMENT** (continued)

Each principal or designee shall ensure that the following management provisions are established and maintained for equipment acquired in whole or in part with federal funds until such property is disposed: (34 CFR 80.32)

- 1. A control system shall be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- 2. Adequate maintenance procedures shall be developed to keep the property in good condition.

For any equipment acquired in whole or in part with federal funds, the Superintendent or designee shall develop adequate maintenance procedures to keep the property in good condition. He/she shall also develop adequate safeguards to prevent loss, damage, or theft of the property and shall investigate any loss, damage, or theft. (34 CFR 80.32)

```
(cf. 3530 - Risk Management/Insurance)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
```

If equipment is used for a purpose other than that for which it was originally purchased, the inventory shall include a dated statement justifying its current use.

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. When no longer needed for the original program, The equipment may be used in other activities currently or previously supported by a federal agency when such use does not interfere with the work on the project or program for which it was originally acquired or when use of the equipment is no longer needed for the original program. (34 CFR 80.32)

(cf. 3440 - Inventories)

Legal Reference: (see next page)

# **EQUIPMENT** (continued)

#### Legal Reference:

### **EDUCATION CODE**

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

17605 Delegation of authority to purchase supplies and equipment

35160 Authority of governing boards

35168 Inventory of equipment

64000-64001 Consolidated application process

CODE OF REGULATIONS, TITLE 5

3946 Control, safeguards, disposal of equipment purchased with state and federal consolidated application funds

4424 Comparability of services

16023 Class 1- Permanent records

CODE OF FEDERAL REGULATIONS, TITLE 34

80.1-80.52 Uniform administration requirements for grants to state and local governments

UNITED STATES CODE, TITLE 20

6321 Fiscal requirements

#### Management Resources:

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

<u>Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87 WEB SITES</u>

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

Office of Management and Budget: https://www.whitehouse.gov/omb

Regulation

WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: September 4, 2007

revised: April 5, 2016

Lincoln, California

#### SEXUAL HARASSMENT

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 5 CCR 4916)

- 1. Submission to the conduct is made expressly or implicitly a term or condition of the individual's employment
- 2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her
- 3. The conduct has the purpose or effect of having a negative impact upon the unreasonably interfering with the other individual's work or has the purpose or effect of performance; creating an intimidating, hostile, or offensive work environment;. Regardless of whether or not the alleged harasser was motivated by sexual desire, the conduct is sufficiently severe, persistent, pervasive, or objectively offensive as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity. Or adversely affecting the other individual's evaluation, advancement, assigned duties, or any other condition of employment or career development
- 4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

- Unwelcome verbal conduct such as sexual flirtations or propositions; graphic
  comments about an individual's body; overly personal conversations or pressure for
  sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats,
  innuendoes, derogatory comments, sexually degrading descriptions, or the spreading
  of sexual rumors
- 2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit e-mails; displaying sexually suggestive objects
- 3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

4319.11

### SEXUAL HARASSMENT (continued)

Prohibited sexual harassment may also include any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

#### Training

By January 1, 2006, and every two years thereafter, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position. (Government Code 12950.1)

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

```
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 5145.7 - Sexual Harassment)
```

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee with the authority to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or to effectively recommend such action.

The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state statutory law on the prohibition against and the prevention and correction of sexual harassment and the remedies available to the victims of sexual harassment in employment. The training shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program for supervisory employees shall include the provision of: (Government Code 12950.1; 2 CCR 11023)

# SEXUAL HARASSMENT (continued)

- 1. Information and practical guidance regarding federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment
- 2. Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation
- 3. A component on the prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance
- 4. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
- 5. All other contents of mandated training specified in 2 CCR 11023

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11023)

In addition, the Superintendent or designee shall ensure that all employees receive periodic training regarding the district's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.

#### **Notifications**

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

- 1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
- 2. Be provided to every district employee each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

# SEXUAL HARASSMENT (continued)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

- 1. The illegality of sexual harassment
- 2. The definition of sexual harassment under applicable state and federal law
- 3. A description of sexual harassment, with examples
- 4. The district's complaint process available to the employee

(cf. 4031 Complaints Concerning Discrimination in Employment)

- 5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
- 6. Directions on how to contact DFEH and the EEOC
- 7. The protection against retaliation provided by 2 CCR 7287.8 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

Regulation WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: September 4, 2009 revised: October 20, 2009 revised: March 13, 2016

April 5 2016

Lincoln, California

All Personnel BP 4154(a)
4254
HEALTH AND WELFARE BENEFITS 4354

The Board of Trustees recognizes that health and welfare benefits are essential to promote employee health and productivity and are an important part of the compensation offered to employees. The district shall provide health and welfare benefits for employees in bargaining units in accordance with state and federal law and subject to negotiated employee agreements.

```
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4141/4241 - Collective Bargaining Agreement)
```

Certificated management, **administrative**, and supervisory employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for certificated employees. Classified management, **administrative**, supervisory and confidential employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for classified employees.

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(cf. 4300 – Management-Administrative, Supervisory and Confidential Personnel)
```

For purposes of granting benefits, pursuant to state law, a registered domestic partner and his/her child shall have the same rights, protections, and benefits as a spouse and spouse's child. (Family code 297.5, 300)

The district shall offer full-time employees who work an average of 30 hours or more per week and their dependents up to age 26 years a health insurance plan that includes coverage for essential health benefits, pays at least 60 percent of the medical expenses covered under the terms of the plan, and meets all other requirements of the federal Patient Protection and Affordable Care Act.

With respect to eligibility to participate in the health benefits plan or the level of health benefits provided, the district shall not discriminate in favor of employees who are among the highest paid 25 percent of all district employees. (26 USC 105; 342 USC 300gg-16)

The Superintendent or designee shall not use or disclose any medical information the district possesses pertaining to any employee without the employee's authorization obtained in accordance with Civil Code 56.21, except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law. (Civil Code 56.20)

### Continuation of Coverage

Retired certificated employees other employees who would otherwise lose coverage due to a qualifying event specified in law and administrative regulation, and their qualified beneficiaries may continue to participate in the district's group health and welfare benefits in accordance with state and federal law.

# HEALTH AND WELFARE BENEFITS (continued)

To receive continuation coverage under this program, Unless otherwise provided for in the applicable collection bargaining agreement, covered employees and their qualified beneficiaries shall may receive continuation coverage by paying the premiums, dues and other charges, including any increases in premiums, or dues, and costs incurred by the district in administering this program.

## Confidentiality

The Superintendent or designee shall not use or disclose any employee's medical information the district possesses without the employee's authorization obtained in accordance with Civil Code 56.21, except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law. (Civil Code 56.20)

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

#### Legal Reference:

#### **EDUCATION CODE**

7000-7008 Health and welfare benefits, retired certificated employees

17566 Self-insurance fund

35208 Liability insurance

35214 Liability insurance (self-insurance)

44041-44042 Payroll deductions for collection of premiums

44986 Leave of absence, state disability benefits

45136 Benefits for classified employees

CIVIL CODE

56.10-56.16 Disclosure of information by medical providers

56.20-56.245 Use and disclosure of medical information by employers

**FAMILY CODE** 

297-297.5 Rights, protections and benefits under law; registered domestic partners

**GOVERNMENT CODE** 

12940 Discrimination in employment

22750-22944 Public Employees' Medical and Hospital Care Act, especially:

53200-53210 Group insurance

HEALTH AND SAFETY CODE

1366.20-1366.29 Cal-COBRA program, health insurance

1367.08 Disclosure of fees and commissions paid related to health care service plan

1373 Health services plan, coverage for dependent children who are full-time students

1373.621 Continuation coverage, age 60 or older after five years with district

1374.58 Coverage for registered domestic partners, health service plans and health insurers INSURANCE CODE

10116.5 Continuation coverage, age 60 or older after five years with district

10128.50-10128.59 Cal-COBRA program, disability insurance

10277-10278 Group and individual health insurance, coverage for dependent children

10604.5 Annual disclosure of fees and commissions paid

12670-12692.5 Conversion coverage

# **HEALTH AND WELFARE BENEFITS** (continued)

Legal Reference: (continued)

LABOR CODE

2800.2 Notification of conversion and continuation coverage

4856 Health benefits for spouse of peace officer killed in performance of duties

UNEMPLOYMENT INSURANCE CODE

2613 Education program; notice of rights and benefits

UNITED STATES CODE, TITLE I

7 Definition of marriage, spouse

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

4980B COBRA continuation coverage

4980H Penalty for noncompliance with employer-provided health care requirements

5000A Minimum essential coverage

6056 Report of health coverage provided to employees

UNITED STATES CODE, TITLE 29

1161-1168 COBRA continuation coverage

UNITED STATES CODE, TITLE 42

300gg-300gg95 Patient Protection and Affordable Care Act, especially:

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

1395-1395g Medicare benefits

CODE OF FEDERAL REGULATIONS, TITLE 26

54.4980B-1-54.4980B-10 COBRA continuation coverage

54.4980H-1-54.4980H-6 Patient Protection and Affordable Care Act

1.105-11 Self-insured medical reimbursement plan

CODE OF FEDERAL REGULATIONS, TITLE 45

164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

### Management Resources:

## CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Health Policy: Implications of Covered California for School Boards, Districts and Personnel,

Governance Brief, January 2013

INTERNAL REVENUE SERVICE NOTICES

2011-1 Affordable Care Act Nondiscrimination Provisions Applicable to Insured Group Health Plans

U.S. DEPARTMENT OF TREASURY PUBLICATIONS

Fact Sheet; final Regulations Implementing Employer Shared Responsibility Under the Affordable Care Act (ACA) for 2015

**WEB SITES** 

CSBA: http://www.csba.org

California Employment Development Department: http://www.edd.ca.gov

Internal Revenue Service: http://www.irs.gov

U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services:

http://www.cms.gov

U.S. Department of Labor: http://www.dol.gov

#### Policy

## WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007

revised: February 3, 2015 revised: April 5, 2016

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Lincoln, California

All Personnel AR 4154(a) 4254

#### HEALTH AND WELFARE BENEFITS

Affordability of Health Coverage

The Superintendent or designee shall seek written assurance from the district's health insurance carrier(s) that the health plan offered to full-time district employees and their dependents meets all requirements of the federal Patient Protection and Affordable Care Act. (42 USC 300gg-300gg95; 26 USC 4980H; 26 CFR 54.4980H-1-54.4980H-6)

The Superintendent or designee also shall ensure that each employee's contribution to the employee-only health coverage does not exceed 9.5 percent of his/her modified household income, as defined in 26 USC 5000A. The Superintendent or designee shall calculate the affordability of the coverage using one or more of the following methods in a uniform and consistent basis for all employees within the same category: (26 USC 4980H; 26 CFR 54.4980H-4-54.4980H-5)

- 1. The district shall ensure that the lowest cost employee-only coverage does not exceed 9.5 percent of wages paid to the employee by the district for the calendar year as reported on the employee's W-2 tax form. For an employee not offered coverage for an entire calendar year, the wages shall be adjusted to reflect the period for which coverage was offered.
- 2. The district shall ensure that the employee's required monthly contribution for the lowest cost employee-only coverage does not exceed 9.5 percent of an amount equal to 130 hours multiplied by the employee's hourly rate of pay on the first day of the plan year or his/her lowest hourly pay during the calendar month, whichever is lower.
- 3. The district shall ensure that the employee's contribution does not exceed 9.5 percent of a monthly amount determined as the federal poverty line for a single individual for the applicable calendar year, divided by 12.

#### **Retired Certificated Employees**

Any former certificated employee who retired from the district under any public retirement system and his/her spouse/domestic partner shall be permitted to enroll in the health and welfare and/or dental care benefit plan currently provided for certificated employees. The plan also shall be available to any surviving spouse/domestic partner of a former certificated employee who either retired from the district **under any public retirement system** or was, at the time of death, employed by the district and a member of the State Teachers' Retirement System. (Education Code 7000)

A retired certificated employee or surviving spouse/domestic partner shall be allowed to enroll in the coverage within 30 days of losing active employee coverage. If he/she does not enroll during this initial enrollment period, he/she may be denied further opportunity to do so. (Education Code 7000)

4354

# **HEALTH AND WELFARE BENEFITS** (continued)

## COBRA/Cal-COBRA Continuation of Coverage

Covered district employees and their qualified beneficiaries shall be offered the opportunity to continue health and disability insurance coverage when they otherwise would lose coverage due to one of the following qualifying events: (Health and Safety Code 1366.21, 1366.23, 1373; Insurance Code 10128.51, 10128.53, 10277; 26 USC 4980B; 26 CFR 54.4980B-4)

- 1. Death of the covered employee
- 2. Termination or reduction in hours of the covered employee's employment, other than termination by reason of the employee's gross misconduct

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(cf. 4117.4 – Dismissal)
(cf. 4118 – Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
```

- 3. Divorce or legal separation of the covered employee
- 4. The covered employee's becoming entitled to Medicare benefits
- 5. A dependent child ceasing to be a dependent child of the covered employee

Continuation health coverage shall be the same as provided to similarly situated individuals under the group benefit plan. (Health and Safety Code 1366.23; Insurance Code 10128.53; 26 USC 4980B)

The Superintendent or designee shall notify the health care service plan administrator of a qualifying event listed in item #1, 2 or 4 above, within 30 days of the event. A covered employee or qualified beneficiary shall notify the service plan administrator of a qualifying event listed in item #3 or 5 above within 60 days of the event or of the date that the beneficiary would lose coverage, whichever is later. (26 USC 4980B; 29 USC 1163, 1166; 26 CFR 54.4980B-6)

Continuation coverage shall be terminated in accordance with the district's insurance plan and federal and state law. (26 USC 4980B; 26 CFR 54.4980B-6; Health and Safety Code 1366.22, 1366.27, 1373.621; Insurance Code 10116.5, 10128.52, 10128.57)

A covered employee or qualified beneficiary shall provide written notification to the health care service plan administrator regarding any other qualifying event listed above within 60 days of the event or of the date that the covered employee or qualified beneficiary was notified of the ability to continue coverage, whichever is later. (Health and Safety Code 1366.24, 1366.25; Insurance Code 10128.54, 10128.55)

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## HEALTH AND WELFARE BENEFITS (continued)

Continuation coverage shall be terminated in accordance with the district's insurance plan and state law. (Health and Safety Code 1366.22, 1366.27, 1373.621; Insurance Code 10116.5, 10128.52, 10128.57)

The Superintendent or designee shall notify covered employees and qualified beneficiaries of the availability of conversion and continuation coverage. This notification shall include the statement in Labor Code 2800.2 encouraging individuals to examine their options carefully before declining such coverage. (Labor Code 2800.2)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

# **Disability Insurance**

The Superintendent or designee shall give notice of disability insurance rights and benefits to each new employee and each employee leaving work due to pregnancy, nonoccupational illness or injury, the need to provide care for any sick or injured family member, or the need to bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption. (Unemployment Insurance Code 2613)

```
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 4261.1 - Personal Illness and Injury Leave)
```

When disabled by an injury resulting from a violent act sustained while performing duties with the scope of employment and performing creditable employment a certificated or classified employee may continue in the district health and dental care plans upon meeting criteria specified by law. The employee shall pay all employer and employee premiums and related administrative costs. (Education Code 7008)

Regulation

WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: September 4, 2007 revised: February 3, 2015 revised: September 1 2015 revised: April 1, 2016

Lincoln, California

**Students** BP 5141.33(a)

#### HEAD LICE

Because head lice are not uncommon and are easily spread, the Superintendent or designee shall send information about the treatment and control of head lice to parents/guardians as needed to prevent the spread of infestations. As part of the health curriculum, teachers shall stress the importance of preventive measures.

The Board of Trustees recognizes that head lice infestations among students require treatment but do not pose a risk transmitting disease. The Superintendent or designee shall encourage early detection and treatment in a manner that minimizes disruption to the educational program and reduces student absences.

The Superintendent or designee may distribute information to parents/guardians of preschool and elementary students regarding routine screening, symptoms, accurate diagnosis, and proper treatment of head lice infestations. The Superintendent or designee also may provide related information to school staff.

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(cf. 4131 Staff Development)
(cf. 4231 Staff Development)
```

School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible.

The Board of Trustees recognizes the responsibility for the treatment of head lice rest with the home. When lice or untreated nits re found, the student shall be sent home as soon as possible with proper parental notification.

```
(cf. 5112.2 – Exclusions from Attendance)
```

If a student is found with active, adult head lice, he/she shall be allowed to stay in school until the end of the school day. The parent/guardian of any such student shall be given information about the treatment of head lice and encouraged to begin treatment of the student immediately and to check all members of the family. The parent/guardian also shall be informed that the student shall be checked upon to return to school the next day and allowed to remain in school if no active head lice are detected.

```
(cf. 5141.3 Health Examinations)
(cf. 5141.6 Student Health and Social Services)
```

If a student is found consistently infested with head lice, he/she may be referred to a multidisciplinary team, which may consist of the school nurse, representatives from the local health department and social services, and other appropriate individuals, to determine the best approach for identifying and resolving problems contributing to the student's head lice infestations.

```
(cf. 1020 - Youth Services)
(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
```

## **HEAD LICE** (continued)

Staff shall make every effort to maintain the privacy of students identified as having head lice and excluded for treatment.

The school nurse will instruct and train school staff in the detection of head lice.

When it is determined that one or more students in class or school are infested with head lice, the principal or designee may, at his/her discretion, notify parents/guardians of the students in that class or school and provide them with information about the detection and treatment of head lice.

Staff shall maintain the privacy of students identified as having head lice.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information) (cf. 5125 - Student Records)

#### Legal Reference:

**EDUCATION CODE** 

48320-18325 School attendance review boards

48210-48216 Persons excluded

49451 Physical examinations: parent's refusal to consent

#### Management Resources:

## AMERICAN ACADEMY OF PEDIATRICS

<u>Lice, Nits, and School Policy, Official Journal of the American Academy of Pediatrics, May 2001</u>
<u>CALIFORNIA DEPARTMENT OF **PUBLIC** HEALTH SERVICES-**PUBLICATIONS**</u>

Guidelines on Head Lice Prevention and Control for School Districts and Child Care Facilities, rev. March 2012

A Parent's Guide to Head Lice, 2008

CALIFORNIA SCHOOL NURSES ORGANIZATION

Pediculosis Management, Position Statement, rev. 2011

WEB SITES

American Academy of Pediatrics: http://www.aap.org

California Department of Public Health http://www.cdph.ca.gov

California School Nurses Organization: http://www.scno.org

Centers for Disease Control and Prevention, Parasitic Disease Information, Head Lice:

http://www.cdc.gov/ncidod/dpd/parasites/lice

#### WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007

Policy

Lincoln, California

revised: October 2, 2007 revised: January 20, 2015 revised: April 5, 2016 **Students** AR 5141.33(a)

#### **HEAD LICE**

School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The nurse or designee shall examine the student and any siblings of affected students or members of the same household. If nits or lice are found, the students shall be excluded and parents/guardians informed about recommended treatment procedures, ways to check the hair, and sources of further information.

The principal shall send home the notification required by law for excluded students. (Education Code 48213)

If there are one or more students affected in any one classroom, all students in the class shall be examined and information about head lice shall be sent home to all parents/guardians in the class. The class may be re-examined in 10 days if indicated.

Excluded students may return to school when they bring a note from the parent/guardian indicating the treatment used and when reexamination by the nurse or designee shows that all pest and nits have been removed.

The following procedures are to be followed when a student has been found to have head lice:

1. Parents are to be immediately contacted and the student excluded from school in order to receive proper treatments.

Information shall be made available to the parents, including recommendations for treatment with an anti-lice shampoo for the student infested, and the procedures to be followed to eliminate head lice in the home.

- 2. Upon readmittance of the student to school, the parent shall verify that the student received the necessary treatment and acknowledges that a second treatment is necessary with an 8-10-day period. No child exhibiting nits upon examination by a staff member shall be readmitted. No child will be readmitted without an examination of their hair.
- 3. If the student is again identified having head lice, the student shall again be excluded. Prior to readmission, the school nurse may schedule a home visit to discuss the procedures to be followed by the parents to eradicate the head lice problem in the home and to verify that the appropriate shampoo treatment has been administered to the student infested.

Any student with 10 days of absences will be brought to the principal's attention for reporting with the appropriate county agency.

Policy

WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: April 5, 2016

Lincoln, California

**Students** BP 5148.2(a)

#### BEFORE/AFTER SCHOOL PROGRAMS

The Board of Trustees desires to provide before-school and/or after-school enrichment programs that support the regular education program and provide safe, constructive alternatives for students. In order to increase academic achievement of participating students, the content of such programs shall be aligned with the district's vision and goals for student learning, its curriculum, and district and state academic standards and shall be integrated with other learning support activities.

```
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 5147 - Dropout Prevention)
(cf. 5148 - Child Care and Development)
(cf. 6011 - Academic Standards)
(cf. 6162.52 - High School Exit Examination)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer School)
(cf. 6179 - Supplemental Instruction)
```

The district's program shall be planned through a collaborative process that includes parents/guardians, students, representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

```
(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
```

The establishment of any program shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities. (Education Code 8483.4)

```
(cf. 1240 - Volunteer Assistance)
(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

The program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being, including, but not limited to, drug and violence prevention programs, counseling/guidance services, character education, and programs that promote parent/guardian involvement and family literacy.

```
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 6020 - Parent Involvement)
(cf. 6142.3 - Civic Education)
(cf. 6164.2 - Counseling/Guidance Services)
```

No fee shall be charged for participation in the program.

The Board and the Superintendent or designee shall monitor student participation rates and shall identify measures that shall be used to determine program effectiveness, such as outcome-based data on academic performance, attendance, and positive behavioral changes.

(cf. 0500 - Accountability)

#### Legal Reference:

```
EDUCATION CODE
8263 Eligibility and priorities for subsidized child development services
8350-8359.1 Programs for CalWORKS recipients
8360-8370 Personnel qualifications
8420-8428 21st Century After-School Program for Teens
8460-8480 School-age community child care services
8482-8484.6 After School Education and Safety Program
8484.7-8484.9 21st Century Community Learning Centers
8488.5-8489.9 Six by Six Before- and After-school Program
17264 New construction; accommodation of before- and after-school programs
45125 Criminal record check
45330 Paraprofessionals; instructional aides
35340-45349 Paraprofessional; instructional aides
49024 Criminal background check; Activity Supervisor Clearance Certificate
49430-49436 Nutrition standards
49553 Free or reduced-price meals
69530-69547.9 Cal Grant program
UNITED STATES CODE, TITLE 20
6314 Title I schoolwide programs
6319 Program improvement
7171-7176 21st Century community learning centers
```

Management Resources: (see next page)

Management Resources:

CSBA ADVISORIES

Proposition 49: New Funding for Before and After School Programs, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014

Quality Standards for Expanded Learning in California, Creating and Implementing a Shared Vision of Quality, 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

21st Century High School After School Safety and Enrichment for Teens (ASSETS) Program Evaluation Guidebook 2005-06, July 2006

COUNCIL OF CHIEF STATE SCHOOL OFFICERS (CCSSO) PUBLICATIONS

Using NCLB Funds to Support Extended Learning Time: Opportunities for Afterschool Programs, August 2005

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Building and Sustaining After School Programs: Successful Practices in School Board Leadership, 2005 U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

21st Century Community Learning Centers, February 2003

After-School Programs: Keeping Children Safe and Smart, June 2000

**WEB SITES** 

CSBA: http://www.csba.org

Academy for Educational Development, Promising Practices in Afterschool: http://www.afterschool.org California Department of Education, Before and After School Partnerships Office: http://www.cde.ca.gov/ls/ba

California Healthy Kids Survey: https://chks.wested.org California School-Age Consortium: http://calsac.org

Commission on Teacher Credentialing: http://www.ctc.ca.gov Partnership for Children and Youth: htt://partnerforchildren.org

U.S. Department of Agriculture: http://www.fns.usda.gov/cnd/care/afterschool.htm

U.S. Department of Education: http://www.ed.gov

Children Now: http://www.childrennow.org

Council of Chief State School Officers: http://www.cesso.org

National School Boards Association, Extended Day Learning Opportunities Program:

http://www.nsba.org/edlo

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Policy adopted: September 4, 2007 Lincoln, California

revised: April 5, 2016

**Students** AR 5148.2(a)

#### **BEFORE/AFTER SCHOOL PROGRAMS**

#### Grades K-9

The districts After School Education and Safety (ASES) Program or and 21st Century Community Learning Centers (21st CCLC) Programs The district's ASES program may serve students in grades K-9. (Education Code 8482.3, 8484.8)

Because priority for state ASES funding is given to programs that serve students in schools in which at least 50 percent of elementary students and 50 percent of middle or junior high school students are eligible for free or reduced-price meals under the National School Lunch program, the district shall, to the extent feasible, establish programs in schools that meet that criteria.

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(cf. 3553 - Free and Reduced Price Meals)
```

The district's 21st CCLC program may serve students in grades K-12. The program shall primarily serve students in Title I schoolwide programs, with priority given to schools that are identified for program improvement under 20 USC 6316 and/or programs that will provide year-round expanded learning opportunities. (20 USC 7173; Education Code 8484.8)

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(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 6171 - Title I Programs)
```

The ASES and 21st CCLC program(s) shall be operated in accordance with the following:

- 1. Program Elements
  - a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

```
(cf. 6142.91 – Reading/Language Arts Instruction)
(cf. 6142.92 – Mathematics Instruction)
(cf. 6142.93 – Science Instruction)
(cf. 6154 – Homework/Makeup Work)
(cf. 6163.4 – Student Use of Technology)
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b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, **technology**, physical fitness, and prevention activities. (Education Code 8482.3)

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(cf. 5131.6 – Alcohol and Other Drugs)
(cf. 5131.62 – Tobacco)
(cf. 6142.6 – Visual and Performing Arts)
(cf. 6142.7 – Physical Education and Activity)
(cf. 6178 – Career Technical Education)
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Nutrition

- a. If snacks are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-494346; 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

(cf. 3550 - Food Service/Child Nutrition Program) (cf. 3554 - Other Food Sales) (cf. 5030 - Student Wellness)

# 3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)
- b. When there is a significant barrier to student participation in a program at the school of attendance, the district may, with the approval of the Superintendent of Public Instruction, provide services at another school site. A significant barrier includes either of the following: (Education Code 8482.8)
  - (1) Fewer than 20 students participating in the program component
  - (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

(cf. 3540 - Transportation)

## 4. Staffing

a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4)

(cf. 4222 - Teacher Aides/Paraprofessionals)

b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

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(cf. 1240 - Volunteer Assistance)
(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)
```

c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

# 5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)
- c. A program may be offered during summer, intersession, or vacation days for a minimum of two hours per day for the before-school program or three hours per day for the after-school program. However, when both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2)
- d. Each student admitted into a program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates. However, when necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

### 6. Admissions

a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

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

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following criteria:
  - (1) Priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)
  - (2) Priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.

(cf. 5149 At Risk Students) (cf. 6179 - Supplemental Instruction)

- (3) Any remaining capacity shall be filled by students selected at random.
- (4) A waiting list shall be established to accommodate additional students if space becomes available.

# 7. Attendance/Early Release

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

# 8. Summer/Intersession/Vacation Programs

- a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with

- priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- d. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)
- e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

(cf. 6177 - Summer Learning Programs)

Grades 9-12

The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program may serve students in grades 9-12. (Education Code 8421)

When feasible, priority shall be placed on establishing programs that serve students in schools that are identified as in need of improvement pursuant to 20 USC 6316.

The program shall be operated in accordance with the following:

- 1. Program Elements
  - a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)
    - (1) Preparation for the high school exit examination

(cf. 6162.52 - High School Exit Examination)

- (2) Tutoring
- (3) Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content

- (4) Homework assistance
- (5) College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460
- b. The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)
  - (1) Community service
  - (2) Career technical education
  - (3) Job readiness
  - (4) Opportunities for mentoring and tutoring younger students
  - (5) Service learning
  - (6) Arts
  - (7) Computer and technology training
  - (8) Physical fitness
  - (9) Recreation activities

(cf. 6142.4 - Service Learning/Community Service Classes)

- c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)
- d. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)
- 2. Location of Program
  - a. The district's program may operate on one or multiple school sites or at another location approved by the CDE. (Education Code 8421)
  - b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)

## 3. Hours of Operation

- a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)
- b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

#### Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

#### Reports

The Superintendent or designee shall annually submit outcome-based data on academic performance, attendance, and positive behavioral changes as required by the CDE including, but not limited to: (Education Code 8427, 8482.3, 8484)

- 1. Participating students' school day attendance
- 2. Program attendance Evidence of a program quality improvement process that is data driven and based on CDE program quality standards
- One or more of the following measures of program effectiveness based on the program's focus:
  - a. Positive behavioral changes, as reported by school day or program teachers
  - b. Standardized Testing and Reporting (STAR) test scores
  - e. Homework completion rates as reported by school day or program teachers

d. Skill development as reported by school day or program teachers

e. Any other measures developed by the CDE

In addition, the Superintendent or designee shall report, to the extent possible, performance of participating students on the high school exit exam and graduation rates. (Education Code 8427)

Regulation

approved: November 17, 2009

revised: April 5, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California