### 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

Brian Haley - President

Damian Armitage - Vice President

Kris Wyatt - Clerk

Paul Long - 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	2014-15 CALPADS	9/1/2015	10/1/2015
Sheridan Elementary (K-5)	79	64	66
First Street Elementary (K-5)	465	463	465
Carlin C. Coppin Elementary (K-5)	389	387	394
Creekside Oaks Elementary (K-5)	613	602	607
Twelve Bridges Elementary (K-5)	645	632	632
Foskett Ranch Elementary (K-5)	465	470	471
Lincoln Crossing Elementary (K-5)	666	644	645
Glen Edwards Middle School (6-8)	795	871	866
Twelve Bridges Middle School (6-8)	804	775	773
Lincoln High School (9-12)	1,643	1,741	1,735
Phoenix High School (10-12)	74	78	77
TOTAL	6638	6,727	6,731

#### Pre-K/Special Ed

Foskett 15

First Street/LIP 59

#### **Parent Education**

Continuing Educ. Classes 130

#### 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

November 3, 2015, 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 II: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

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

 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.

#### 6:05 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 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Designated as Mariner Ranch

#### 3.4 PERSONNEL

- a. Public Employee Employment/Discipline/Dismissal/Release
- b. Public Employee Performance Evaluation Superintendent

#### 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 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

## 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

#### 4.3 Page 11 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Designated as Mariner Ranch

#### 4.4 Page 12-13 - PERSONNEL

- a. Public Employee Employment/Discipline/Dismissal/Release
- b. Public Employee Performance Evaluation Superintendent

#### 5. Page 15 - SPECIAL ORDER OF BUSINESS

Heritage Church of Lincoln - Recognition

#### 6. Page 17-68 - CONSENT AGENDA

#### NOTICE TO THE PUBLIC

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

- 6.1 Approval of Meeting Minutes for:
  - October 6 & October 20, 2015 Regular Board of Trustee Meeting
- 6.2 Approval of Warrants
- 6.4 Classified Personnel Report
- 6.5 Ratification of Contract with Balfour and Lincoln Crossing Elementary School
- 6.6 Out of State Travel
- 6.7 Ratification of Agreement for Legal Services between Western Placer Unified School District and Atkinson, Andelson, Lya, Ruud, and Romo
- 6.8 Ratification of Contract with HD Fundraising and Western Placer Unified S.D.
- 6.9 Student Discipline Stipulated Expulsion Student #15/16 A
- 6.10 Unpaid Leave of Absence Request Roll call vote:

#### 7. 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.

#### 8. **REPORTS & COMMUNICATION**

- ▶ Lincoln High School Student Advisory Harpreet Chumber
- ➤ Western Placer Teacher's Association Tara McCroskey
- ➤ Western Placer Classified Employee Association Mike Kimbrough
- ➤ Superintendent Scott Leaman

#### 9. **♦ACTION ◆DISCUSSION ◆INFORMATION**

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

#### 9.1 Information Page 70 - OVERVIEW OF MEASURE "A" LINCOLN HIGH SCHOOL ADDITION AND MODERNIZATION PROJECT

**DESIGN DEVELOPMENT - Adell** (15-16 G & O Component I, II, III, V, IV)

•With the successful November 2014 passage of Measure A authorizing a \$60 Million general obligation bond and the issuance of the first series of bonds for \$20 Million, the District has dedicated \$10 Million to the addition of classrooms and initial components of modernization at Lincoln High School. Steve Newsom with LPA Inc. will present an overview of the current project design development including scope, design elements, schedule, and budget.

#### 9.2 Discussion/ Action

#### Page 71 - CONSIDER APPROVING REVISED JOB DESCRIPTION AND SALARY FOR FACILTIES COORDINATOR POSITION -

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

•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 Facilities Coordinator position, which is a classified management position in order to clarify who the position reports to and to delineate the duties.

#### 9.3 Information Page 77 - CORRECTIVE ACTION FOR PI YEAR 3 - EVIDENCE OF PROGRESS - Callahan (15-16 G & O Component I, II, III, V, IV)

•WPUSD is in year three of Program Improvement (PI) and as a result has been assigned two corrective actions by the state department of education (CDE). These corrective actions are: (1) set aside 10% of our Title I allocation to provide professional development for teacher to strengthen the academic achievement of the LEA's students determined to be in greatest need of assistance, and (2) provide an annual evidence of progress update that summarizes our LEA Plan implementation and analyzes our progress towards student achievement goals based on local assessment data.

#### 9.4 Action

#### Page 81 – 2015-2016 DISTRICT ADVISORY COMMITTEE FOR CAREET TECHNICAL EDUCATION (CTE) - Callahan (15-16 G & O Component I, II, III, V, IV)

• The governing board of each school district participating in career technical education program shall annually appoint a career technical education advisory committee to develop recommendations and the program to provide liaison between the district and potential employers.

#### 9.5 Information/ Page 83 - 2014-15 DISTRICT GOALS AND OBJECTIVES FINAL

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

• The final report for our 2014-15 goals and objectives are being presented to the Board. Future goals and objectives will be modified based on the Local Control Accountability Plan.

#### 9.6 Action Page 99 - ADOPTION OF REVISED/NEW POLICIES/

<u>REGULATIONS/ EXHIBITS</u> – 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.
  - AR 4161.8 Family Care and Medical Leave

#### 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
- Community Information Breakfast
- Measure A Update

#### 10.2 BOARD MEMBER REPORTS/COMMENTS

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

The President will establish the following meeting(s):

➤ November 17, 2015 7:00 P.M., Regular Meeting of the Board of Trustees – Sheridan Elementary School, Multi-Purpose Room

#### 12. ADJOURNMENT

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

Posted: 103015

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# DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

# Western Placer Unified School District CLOSED SESSION AGENDA

Place: WPUSD District Office - 4th Floor Overlook Room

Date: Tuesday, November 3, 2015

Time: 6:05 P.M.

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

- A. Name of case: specify by reference to claimant's name, names or parties, case or claim
- 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.
- Agency claims against.

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

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

#### 8. PERSONNEL:

#### A. PUBLIC EMPLOYEE APPOINTMENT

a. Identify title or position to be filled.

#### B. PUBLIC EMPLOYEE EMPLOYMENT

a. Identify title or position to be filled.

#### C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

a. Identify position of any employee under review.

#### D. PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE

a. It is not necessary to give any additional information on the agenda.

### E. COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION

a. No information needed

#### 9. CONFERENCE WITH LABOR NEGOTIATOR

- 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.

F

#### STUDENT RETENTION/ APPEAL

a. Pursuant to Board Policy 5123

#### DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION

a. Prevent the disclosure of confidential student information.

board\clsess

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:** 

**AGENDA ITEM AREA:** 

Bargaining Groups:

Disclosure of action taken in

WPTA & CSEA Negotiations

closed session

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:

**ENCLOSURES:** 

Scott Leaman

No

Superintendent

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

**ROLL CALL REQUIRED:** 

No

November 3, 2015

#### **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.

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

#### DISTRICT GLOBAL GOALS

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

SUBJECT:

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:** 

DEPARTMENT:

FINANCIAL INPUT/SOURCE:

Administration

N/A

No

MEETING DATE: November 3, 2015 **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

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

SUBJECT:

**AGENDA ITEM AREA:** 

CONFERENCE WITH REAL PROPERTY

Scott Leaman, Superintendent

Closed Session

**NEGOTIATORS** 

**REQUESTED BY:** 

**ENCLOSURES:** 

No

DEPARTMENT:

FINANCIAL INPUT/SOURCE:

Administration

N/A

**MEETING DATE:** 

**ROLL CALL REQUIRED:** 

November 3, 2015

No

#### **BACKGROUND:**

The Board of Trustee will disclose any action taken in closed session in regard to Mariner Ranch Property.

- · Agency Negotiator: Megan Macy, Lozano Smith
- Caltrans and Western Placer Unified School District

#### **RECOMMENDATION:**

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

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

SUBJECT: AGENDA ITEM AREA:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ Closed Session

DISMISSAL/RELEASE

REQUESTED BY: ENCLOSURES:

Gabe Simon No

Assistant Superintendent of Personnel Services

**DEPARTMENT:** FINANCIAL INPUT/SOURCE:

Personnel N/A

MEETING DATE: ROLL CALL REQUIRED:

November 3, 2015 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.

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

**SUBJECT:** 

**AGENDA ITEM AREA:** 

Public Employee Performance Evaluation -

Superintendent

Closed Session

**REQUESTED BY:** 

**Board of Trustees** 

**ENCLOSURES:** 

No

**DEPARTMENT:** 

Administration

FINANCIAL INPUT/SOURCE:

General Fund

**MEETING DATE:** 

November 3, 2015

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

The Board of Trustees will disclose any action taken in closed session in regards to the Performance Evaluation of the Superintendent.

#### **RECOMMENDATION:**

Administration recommends the Board of Trustees disclose any action taken in closed session in regards to the Public Employee Performance Evaluation.

# SPECIAL

ORDER

OF

BUSINESS

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

SUBJECT: AGENDA ITEM AREA:

WPUSD Food Service Department Special Order of Business

Recognition

REQUESTED BY: ENCLOSURES:

Scott Leaman, No.

Superintendent

**DEPARTMENT:** FINANCIAL INPUT/SOURCE:

Administration N/A

MEETING DATE: ROLL CALL REQUIRED:

November 3, 2015

#### **BACKGROUND:**

Pastor Chris Jung, Heritage Church is being recognize for their contributions to the Food Service Department.

#### **RECOMMENDATION:**

Administration recommends the recognition

wp/rk/facsheetrecog

# CONSENT

AGENDA

ITEMS

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:

AGENDA ITEM AREA: CONSENT AGENDA

Approval of Minutes:

 October 6 & 20, 2015 Regular Board of Trustee Meeting

REQUESTED BY:

**ENCLOSURES:** 

Scott Leaman,

Yes

Superintendent

**DEPARTMENT:** 

FINANCIAL INPUT/SOURCE:

Administration

N/A

**MEETING DATE:** 

ROLL CALL REQUIRED: No

November 3, 2015

#### **BACKGROUND:**

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

- October 6, 2015 Regular Board of Trustee Meeting
- October 20, 2015 Regular Board of Trustee Meeting

#### **RECOMMENDATION:**

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

#### Western Placer Unified School District

### Regular Meeting of the Board of Trustees

October 6, 2015, 7:00 P.M.

WPUSD District Office/City Hall Building-3<sup>rd</sup> Floor Conference Room 600 Sixth 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:**

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

#### Others Present:

Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business and Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Harpreet Chumber, LHS Student Representative
Carol Percy, Lincoln News Messenger

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

- CALL TO ORDER WPUSD District Office/City Hall Bldg. 3<sup>rd</sup> Floor Conference Room
- 2. COMMUNICATION FROM THE PUBLIC

Annmarie Peek addressed the Board of Trustees prior to closed session.

#### 6:05 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

• CL 15/16.1

#### 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

No action was taken

## 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

No action was taken

#### 4.3 Page 12 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

CL 15/16.1

The Board of Trustee took action to approve the release of one probationary employee. It was a 5-0 vote

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

The Western Placer Education Foundation - Recognition Certificates

Mark Fowler and Bob Romness with Western Placer Education Foundation presented the following with a Certificates of Recognition. Mark Fowler share and shared their many hours and expertise in participating in the Outdoor Education Program.

Kourtney Amalong Lisa Ward Courtney Eller Jessica Armistead Will Middleton Minutes

Barret Hess

Cassandra Walker

Founding Members

Bill Justice

Ray Gonzales

Tom Toy

David Foxworthy

Mr. Fowler shared the Education Foundation hopes to someday have a classroom on the OLE property.

#### 6. Page 17-86 - CONSENT AGENDA

- 6.1 Approval of Meeting Minutes for:
  - September 1st & September 15, 2015 Regular Board of Trustee Meeting
- 6.2 Approval of Warrants
- 6.3 Certificated Personnel Report
- 6.4 Classified Personnel Report
- 6.5 Ratification of Contract with Placer County Office of Education and Western Placer Unified School District
- 6.6 Ratification of Agreement with Weatherproofing Technologies, Inc. and Western Placer Unified School District
- 6.7 Ratification of Contract with Coloma Outdoor Discovery School and Sheridan Elementary School
- 6.8 Ratification of Contract with Mid-Placer Public Schools for Transportation to Fort Bragg
- 6.9 Ratification of Agreement with UC CalFresh and Western Placer Unified School District
- 6.10 Memorandum of Understanding (MOU California School Employees Associations (CSEA) and Western Placer Unified School District
- 6.11 Ratification of Contract with Project GLAD
- 6.12 Overnight Field Trips
- 6.13 Ratification of Agreement for Library/Media Professional Services
- 6.14 Ratification of Contract with Mobile Ed Productions, Inc. and Foskett Ranch Elementary School.

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

#### 7. COMMUNICATION FROM THE PUBLIC

No communication from the public

#### 8. REPORTS & COMMUNICATION

- 8.1 Lincoln High School Student Advisory Harpreet Chumber
  - Workday at GEMS on Oct. 10/11<sup>th</sup> pulling weeds and painting
  - Football, Soccer, Volleyball update
- 8.2 Western Placer Teacher's Association Tara McCroskey no report
- 8.3 Western Placer Classified Employee Association Mike Kimbrough -no report

#### **Minutes**

- 8.4 Superintendent Scott Leaman
  - Measure A begins to move forward
  - Will update board in November board meeting
  - Mariner Ranch
  - LCAP meetings are starting
  - Meet we HIS, filling positions, Cynthia is CBE
  - Working on joint use agreements w/the city
  - Allowing time this week for staff to take the survey
  - Thanked the Association, with positive effort's
  - In January HIS will prepare a written document to bring to the board

#### 

#### 9.1 Information Page 88 - REVIEW OF THE 2014-15 UNAUDITED ACTUALS -

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

•The 2014-15 Unaudited Actuals were presented and approved by the Board of Trustees on September 15, 2015. A more detailed review will be presented at this time for information purposes only.

Audrey Kilpatrick reviewed and highlighted areas of the unaudited actuals for the Board of Trustees.

#### 9.2 Action

# Page 94 - DISPOSAL OF SURPLUS VEHICLES AND MOWER AND APPROVAL OF CONSIGNMENT AGREEMENT WITH BAR NONE AUCTION - Kilpatrick

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

•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.

Audrey Kilpatrick presented a list of surplus for approval. Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve the consignment agreement with Bar None Auction.

### 9.3 Discussion/

## Page 101 - CONSIDER APPROVING NEW JOB DESCRIPTION FOR MECHANIC - TRANSPORTAION DEPARTMENT - Simon (15-16 G & O Component I, II, III, V, IV)

•As a part of the ongoing review of job descriptions and is based on the needs of the school sites. The Assistant Superintendent of Personnel Services is requesting that the Board of Trustees approve a new job description for the "Mechanic" position which is necessary to meet the needs of the District. This job description would be a revision of the current "Mechanic" job description.

Gabe Simon presented the job description for Mechanic. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve the job description for Mechanic position in the transportation department.

### 9.4 Information Page 104 - PRESENTATION OF 2015 CAASPP DATA - Callahan

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

•On September 9, 2015, the California Department of Education released student assessment data under the new California Assessment of Student Performance and Progress (CAASPP) System.

Kerry Callahan presented a review of data information on CAASPP. The state says there will no longer be API. She shared comparisons within Placer County, as well as data from the CDE for the LCFF purpose. This information will be reviewed with the LCFF committee.

### Discussion

9.5 Information/ Page 105 - SUNSHINE FOR NEGOTIATIONS REGARDING THE **COLLECTIVE BARGAINING AGREEMENT BETWEEN** WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE WESTERN PLACER TEACHER'S ASSOCIATION - Simon (15-16 G & O Component I, II, III, V, IV)

> • Pursuant to Government Code section 3547, all proposals of the recognized employee groups and of the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals.

> Gabe Simon presented the sunshine proposal for review. This will be brought back for approval. The purpose is to allow negotiations regarding the collective bargaining agreement between Western Placer Unified School District and the Western Placer Teachers Association

#### 9.6 Information/ Page 108 - INTERDISTRICT AGREEMENTS/RESIDENCY BASED ON EMPLOYMENT REPORT - Leaman (15-16 G & O Component I, II, III, Discussion IV, V)

An Interdistrict/Residency Based on Employment (RBOE) report will be presented to the Board. In addition to the attached report, it should be noted that there was a dramatic decrease in board appeals, but the overall number of interdistrict approvals held at about the same average as past years.

Scott Leaman presented Interdistrict/Residency Based on Employment. He presented a report which included denials and approvals. The purpose for approvals were reviewed. It was the consensus of the board to continue using the same reasons for the interdistrict transfers.

#### 9.7 Action

#### Page 122 - 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.
  - AR 1220 Citizen Advisory Committees
  - AR 4112.4/4212.4/4312.4 Health Examinations
  - AR/E 4112.5/4212.5/4312.5 Criminal Record Check
  - AR/E 4112.62/4212.62/4312.62 Maintenance of Criminal Offender Records
  - AR 4117.4 Dismissal

- BP/AR 4118 Dismissal/Suspension/Disciplinary Action
- BP 4121 Temporary/Substitute Personnel
- AR 4261.1 Personal Illness/Injury Leave

Motion by Mr. Carras, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve revised/new polices/regulations/exhibits as presented.

#### 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
- Community Information Breakfast Feb. 11<sup>th</sup> date
- Measure A Update In November

#### 10.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Carras had no report

Mrs. Wyatt shared Rotary will start book buddies at COES this Friday, there is a Wellness forum set for Nov. 12<sup>th</sup>, at GEMS, the topic will be Stress. Food and child care will be provided.

Mr. Armitage shared the first Quarter at LHS has been good, his boys are having a good time, attending games, and they are involved in clubs,

Mr. Long commented on the OLE property, Mark Fowler has given many hours to the program with curriculum and his knowledge.

Mr. Haley commented on the football team.

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

The President will establish the following meeting(s):

➤ October 20, 2015 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln Crossing Elementary School, Multi-Purpose Room

#### 12. ADJOURNMENT

With no other business the meeting was adjourned at 8:22 p.m.

Brian Haley, President					
Kris Wyatt, Clerk					

		-
	Scott Leaman, Superintendent	•
	Rosemary Knutson, Secretary to the Superintendent	
	•	
douted.		
Adopted:		
yes:		

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

Noes:

Absent:

#### Western Placer Unified School District

### Regular Meeting of the Board of Trustees

October 20, 2015, 7:00 P.M.

Lincoln Crossing Elementary School – Multi-Purpose Room 635 Groveland Lane, 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:**

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

#### Others Present:

Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business and Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Mark Rodriguez, Principal
Jennifer Hladun, Vice Principal
Carol Percy, Lincoln News Messenger

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

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

#### 6:15 P.M.

- 3. CLOSED SESSION Lincoln Crossing Elementary School Administration Office Conference Room
  - a. 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
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Designated as Mariner Ranch

# c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

#### d. PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

#### 7:00 P.M.

1

## 4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – Lincoln Crossing Elementary School – Multi- Purpose Room

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

#### a. 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

## b. Page 10 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR Property Designated as Mariner Ranch

No action was taken

## c. 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

No action was taken

#### d. Page 12 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action was taken

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

School Being Featured: Lincoln Crossing Elementary School

Mr. Leaman introduced Mark Rodriguez, Principal. Mr. Rodriguez welcomed everyone, he asked a PTC Parent to talk about how PTC has supported teachers, as well as events for the students. Students shared a slide show and spoke on Leadership with the Greeters Program, Pink out Day, Leadership Ambassadors; Field Trips and Art Programs. Mr.

Rodriguez shared future plans for 2015/16 and beyond, and thanked everyone for attending.

#### 6. Page 17-14 - CONSENT AGENDA

- a. Certificated Personnel Report
- b. Classified Personnel Report
- c. Ratification of Contract with Disability Access Consultants and Western Placer Unified School District
- d. Overnight Field Trips
- e. Ratification of Contract with Boys2Men Foundation, Inc. for Supplemental Educational Services (SES)
- f. Acceptance of WPUSD Re-Roofing at Various Campuses Project and Approval of Notice of Completion
- g. Williams Uniform Quarterly Complaint Report.

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

#### 7. COMMUNICATION FROM THE PUBLIC

#### 8. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory, Harpreet Chumber was not present
- Western Placer Teacher's Association, Tara McCroskey had no report
- Western Placer Classified Employee Association, Mike Kimbrough had no report
- Superintendent, Scott Leaman reported the following:
  - ~FPM (Federal Program Monitoring) will be in the district next week, a report will come to the board
  - ~great presentation

### 9. (ACTION (DISCUSSION (INFORMATION

9.1 Discussion/

/

Page 36 - SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE
WESTERN PLACER TEACHER'S ASSOCIATION - Simon (15-16 G & O Component I, II, III, V, IV)

•Pursuant to Government Code section 3547, all proposals of the recognized employee groups and of the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals.

Gabe Simon presented the Sunshine proposal for approval. Motion by Mr. Long, seconded by Mr. Carras, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve Sunshine for negotiations regarding the collective bargaining Agreement between Western Placer Unified School District and the Western Placer Teacher's Association.

Minutes

## 9.2 Information/ Page 39 - NOMINATION TO THE COUNTY COMMITTEE ON Discussion SCHOOL DISTRICT ORGANIZATION

- Leaman (15-16 G & O Component I, II, III, IV, V)
- •Each year the County Superintendent acting as Secretary to the County Committee, must conduct an election to fill one or more seats on the eleven member election committee. The voting will take place before the Trustee Dinner on November 16, 2015.

Mr. Learnan presented the requested nomination for County Committee. Mr. Carras recommended we nominate Damian Armitage for the County Committee on School District Organization.

## 9.3 Action Page 45 - 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 1312.3 Uniform Complaint Procedures
  - BP/AR 5125 Student Records
  - AR 5141 Health Care and Emergencies
  - AR 5141.21 Administering Medication and Monitoring Health Conditions
  - AR 5141.3 Health Examinations
  - BP/AR 5141.4 Child Abuse Prevention and Reporting
  - BP/AR 5144.1 Suspension and Expulsion/Due Process
  - AR 6145.2 Athletic completion
  - BP/AR 6158 Independent Study
  - AR 6162.51 State Academic Achievement Tests
  - AR 6173 Education for Homeless Children

Motion by Mr. Armitage, seconded by Mrs. Wyatt and passed by a 5-0 vote to approve revised/new policies/regulations/exhibits as presented.

#### 10. BOARD OF TRUSTEES

#### a. FUTURE AGENDA ITEMS

1

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 Feb. 11th
- Measure A Update
- \* More information on Program Offered, (cost) have Sped Director present

### b. BOARD MEMBER REPORTS/COMMENTS

Mr. Long the student speakers were fantastic

Mr. Armitage thank Mr. Rodriguez, and Mrs. Hladun, and student leaders Mrs. Wyatt students spoke very well, she, visited Sheridan to deliver books for bikes, and one of the local churches was delivering clothing. Started book buddies at Creekside Oaks School

Mr. Carras, reminded trustees to rsvp for the trustee dinner

Mr. Haley great show, great school

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

The President will establish the following meeting(s):

- November 3, 2015 7:00 P.M., Regular Meeting of the Board of Trustees District Office/City Hall Bldg., 3rd Floor Conference Room
- November 17, 2015 7:00 P.M., Regular Meeting of the Board of Trustees Sheridan Elementary School, Multi-Purpose Room

#### 12. ADJOURNMENT

There being no further business the meeting was adjourned at 7:41 p.m.

Brian Haley, President	***************************************
Kris Wyatt, Clerk	***************************************
Scott Leaman, Superintendent	
Rosemary Knutson, Secretary t Superintendent	o the

Adopted:

Aves:

Noes:

1

Absent:

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

h:\wpfiles\board\minutes\102015

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

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

**REQUESTED BY:** 

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

**ENCLOSURES:** 

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

**DEPARTMENT:** 

**Business Services** 

FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

November 3, 2015

**ROLL CALL REQUIRED:** 

N/A

#### **BACKGROUND:**

The Board of Trustees will consider approval of warrants paid since the October 6, 2015 board meeting.

#### **RECOMMENDATION:**

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

Checks Dated	10/09/2015				
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85454290	10/09/2015	JIVE COMMUNICATIONS, INC.	01-5560		236.35
85454291	10/09/2015	PACIFIC GAS & ELECTRIC CO	01-5510		1,867.91
85454292	10/09/2015	WAVE BROADBAND - ROCKLIN	01-5560		86.23
85454293	10/09/2015	Stacey Brown	01-4300		376.25
85454294	10/09/2015	Karina A. Kappmeyer-Sofia	01-4300		77.79
85454295	10/09/2015	ALL METALS SUPPLY INC	01-4300		3,071.30
85454296	10/09/2015	AMANO CINCINNATI INC	01-4300		25.34
85454297	10/09/2015	AMERIGAS PROPANE LP	01-4300		173.50
85454298	10/09/2015	ATHLETICS UNLIMITED	01-4300		1,196.91
85454299	10/09/2015	AVID CENTER	01-5200		930.00
85454300	10/09/2015	DAVID B. MURRAY/MOBILE TOOL	01-4300		1,447.81
85454301	10/09/2015	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		1,322.00
85454302	10/09/2015	FOLLETT EDUCATIONAL SERVICES	01-4300		222.54
85454303	10/09/2015	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		461.99
85454304	10/09/2015	HAWKINS OFFICIATING SERVICE	01-5800		560.00
85454305	10/09/2015	J's COMMUNICATIONS INC	01-4300		5,262.78
85454306	10/09/2015	LAKESHORE LEARNING MATERIALS	01-4300		186.79
85454307	10/09/2015	MARRIOTT PIANO SERVICE	01-5800		115.00
85454308	10/09/2015	MJB WELDING SUPPLY, INC.	01-4300		259.50
85454309	10/09/2015	NATIONAL GEOGRAPHIC EXPLORER	01-4200		546.00
85454310	10/09/2015	NICKY'S COMMUNICATOR	01-4300	494.50	
			Unpaid Sales Tax	34.50~	460.00
85454311	10/09/2015	OFFICE DEPOT	01-4300		141.10
85454312	10/09/2015	PESI HEALTHCARE A COMPANY OF CMI EDUCATION INSTITUTE, INC.	01-5200		189.99
85454313	10/09/2015	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300		191.27
85454314	10/09/2015	REALLY GOOD STUFF	01-4300	65.36	
			Unpaid Sales Tax	3.80-	61.56
85454315	10/09/2015	RENAISSANCE LEARNING INC.	01-5800		2,409.00
85454316	10/09/2015	RIEBES AUTO PARTS	01-4300		367.93
85454317	10/09/2015	SCHOOL SPECIALTY INC	01-4300		651.18
85454318	10/09/2015	SIERRA OFFICE SUPPLIES &	01-4300		184.80
85454319	10/09/2015	WOODWIND & BRASSWIND	01-4300		3,542.66
85454320	10/09/2015	Abigail C. Castillo	01-4300	5.98	
			01-5200	212.20	218.18
85454321	10/09/2015	Ashlie A. Snider	01-5200		35.65
85454322	10/09/2015	"DANIELSEN COMPANY, THE"	13-4380	77.77	
			13-4710	2,009.97	
			Unpaid Sales Tax	2.04-	2,085.70
85454323	10/09/2015	CROWN DISTRIBUTING INC.	13-4380		1,180.83
85454324	10/09/2015	D & P CREAMERY	13-4710		10,281.21
85454325	10/09/2015	FRY'S ELECTRONICS	01-4300		85.99
85454326	10/09/2015	GOLDEN STATE EQUIPMENT REPAIR	13-5600		836.83
85454327	10/09/2015	MISSION UNIFORM SERVICE INC	13-5800		906.06
85454328	10/09/2015	PIZZA GUYS	13-4710		1,806.26
85454329	10/09/2015	SARA LEE	13-4710	for all beautiful to	64.07
		issued in accordance with the District's Policy and promended that the preceding Checks be approved		ESCAPE	Page 1 of 3

Checks Dated	10/09/2015				
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85454330	10/09/2015	SCHOOL SPECIALTY INC	01-4300		59.06
85454331	10/09/2015	STATE BOARD OF EQUALIZATION	01-4300		44.83
85454332	10/09/2015	TRINITY FRESH	13-4710		286.94
85454333	10/09/2015	Amanda Y. Burch	01-5200		140.88
85454334	10/09/2015	Shannon M. De Arkland	01-5200		28.75
85454335	10/09/2015	Vincent R. Hurtado	01-4300		228.75
85454336	10/09/2015	Clelia Jocoy	01-4300		25.88
85454337	10/09/2015	Audrey K. Kilpatrick	01-5200		125.00
85454338	10/09/2015	Katelynn A. Myers	01-5200		40.83
85454339	10/09/2015	ACSA PLACER COUNTY CHARTER DRY CREEK JOINT ELEM	01-5200	70.00	
			01-5300	150.00	220.00
85454340	10/09/2015	ADD SOME CLASS	01-4300	959.50	
			01-5600	100.00	1,059.50
85454341	10/09/2015	ALAN S BROOKS	21-5800	150.00	
			25-5800	300.00	450.00
85454342	10/09/2015	APPLE INC.	01-4300	1,000.00	
			01-4400	1,035.85	2,035.85
85454343	10/09/2015	ATTAINMENT COMPANY INC	01-4300		133.88
85454344	10/09/2015	BARNES & NOBLE BOOKSTORES	01-4300		66.99
85454345	10/09/2015	BRCO CONSTRUCTION, INC.	25-6200		11,934.00
85454346	10/09/2015	CAPITOL CLUTCH AND BRAKE INC	01-4365		60.39
85454347	10/09/2015	CDW GOVERNMENT INC	01-4300	7,491.10	
			01-4400	6,376.57	13,867.67
85454348	10/09/2015	COMMITTEE FOR CHILDREN	01-4300	56.98	
05454040	40/00/0045		Unpaid Sales Tax	3.98-	53.00
85454349 85454350	10/09/2015	CRISIS PREVENTION INSTITUTE	01-5300		150.00
	10/09/2015	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		687.10
85454351	10/09/2015	DISCOVERY OFFICE SYSTEMS	01-5600		57.83
85454352	10/09/2015	EdTECH TEAM INC.	01-5200		1,325.00
85454353	10/09/2015	EMMANOUEL ROZAKIS - DBA E. ROZAKIS RESTORATION	01-5600	2,900.00	
05454054	40,000,000,47		01-5800	9,100.00	12,000.00
85454354	10/09/2015	FLAG HOUSE	01-4300		123.00
85454355	10/09/2015	GCR TIRES & SERVICE	01-4360		729.87
85454356 85454357	10/09/2015	GRAINGER	01-4300		338.00
85454357	10/09/2015	INTEGRATED FIRE SYSTEMS INC	01-5600		2,590.75
85454358	10/09/2015	JET MULCH INC	01-4300		3,123.75
85454359	10/09/2015	JOHN DEERE LANDSCAPES	01-4300		24.30
85454360	10/09/2015	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		437.00
85454361	10/09/2015	KRONICK MOSKOVITZ TIEDEMANN	01-5810		44.00
85454362	10/09/2015	LAKESHORE LEARNING MATERIALS	01-4300		766.63
85454363	10/09/2015	LOOMIS UNION SCHOOL DISTRICT	01-4300	-t :	346.20
85454364	10/09/2015	LOVE AND LOGIC INSTITUTE, INC	01-4300	870.75	040.00
			Unpaid Sales Tax	60.75-	810.00

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 Page 2 of 3

Check Number	Check	Pay to the Order of	Fund	Expensed	Check
	Date		Object	Amount	Amount
85454365	10/09/2015	MAXIM HEALTHCARE SERVICES DBA MAXIM	01-5800		3,154.20
35454366	10/09/2015	STAFFING SOLUTIONS MCM ROOFING COMPANY INC	01-6200		22,747.28
85454367	10/09/2015	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,498.50
35454368	10/09/2015	MEDICAL BILLING TECHNOLOGIES	01-5800		830.90
85454369	10/09/2015	MULTI HEALTH SYSTEMS INC	01-4300		509.68
85454370	10/09/2015	NAVIA BENEFIT SOLUTIONS	01-5800		154.00
35454370 85454371	10/09/2015	PEARSON - PSYCHOLOGICAL CORP.	01-4300		2,935.13
85454371 85454372	10/09/2015		01-4300	118.66	۷,830.13
03434372	10/09/2010	PESI HEALTHCARE A COMPANY OF CMI EDUCATION INSTITUTE, INC.	01-4300	110.00	
		EDUCATION MOTITOTE, INC.	01-5200	200.68	319.34
85454373	10/09/2015	PLACER CO ENVIRONMENTAL HEALTH	01-5800	200.00	2,596.00
85454374	10/09/2015	PLACER COUNTY TREASURER TAX	01-5800		27,999.41
	,,	COLLECTOR	3,0000		, we see 1 . 7
85454375	10/09/2015	PLATT ELECTRIC SUPPLY, INC.	01-4300		30.75
85454376	10/09/2015	QUEST MEDIA & SUPPLIES INC	01-5600	1,530.00	
			01-5800	4,800.00	6,330.00
85454377	10/09/2015	RAY MORGAN CO. / CHICO	01-4300		96.74
85454378	10/09/2015	RAY MORGAN/US BANK EQUIPMENT	01-5600		2,633.82
		FINANCE SERVICES			
85454379	10/09/2015	ROY R. RADTKE - DBA APPROVED SAFE	01-4300		194.89
		& LOCK			
85454380	10/09/2015	SCHOOL SPECIALTY INC	25-4300		10,171.18
85454381	10/09/2015	SHI INTERNATIONAL CORP	01-4400	13.98	
			01-5800	3,364.00	3,377.98
85454382	10/09/2015	SOUTHWEST	01-5600		3,195.00
85454383	10/09/2015	SUPER DUPER SCHOOL COMPANY	01-4300	739.75	
			Unpaid Sales Tax	51.61-	688.14
35454384	10/09/2015	TEACHERS PAY TEACHERS	01-4300	722.40	
ne re room	45/55/55/5	* N 12 48**	Unpaid Sales Tax	50.40-	672.00
85454385	10/09/2015	ULINE	01-4300		932.20
35454386	10/09/2015	UNIVERSAL SPECIALTIES, INC.	01-4300		198.74
85454387	10/09/2015	WESTERN PSYCHOLOGICAL SERVICES	01-4300		149.23
85454388	10/09/2015	ZOHO CORPORATION	01-4400		1,165.00

#### **Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	88	152,323.96
13	Cafeteria Fund	8	17,449.94
21	Building Fund #1	1	150.00
25	Capital Facilities Fund	3	22,405.18
	Total Number of Checks	99	192,329.08
	Less Unpaid Sales Tax Liability		207.08-
	Net (Check Amount)		192,122.00

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

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alleave nelle	110/16/2015				
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Chec Amou
85455893	10/16/2015	"DANIELSEN COMPANY, THE"	13-4380	170.53	ka palainininininin ka sa sama mandaga sa disa Mahajah Lasama manda pada sa haja
			13-4710	4,969.32	5,139.8
35455894	10/16/2015	BARRANCO BEVERAGE, INC.	13-4400	29.92-	
			13-4710	885.92	856.0
35455895	10/16/2015	CROWN DISTRIBUTING INC.	13-4380		988.8
85455896	10/16/2015	GOLD STAR FOODS, INC	13-4710		5,188.3
35455897	10/16/2015	PIZZA GUYS	13-4710		2,295.5
35455898	10/16/2015	SARA LEE	13-4710		515.7
35455899	10/16/2015	TRINITY FRESH	13-4710		853.8
35455900	10/16/2015	AT&T	01-5560		13,261.3
35455901	10/16/2015	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.1
35455902	10/16/2015	SPURR	01-5530		1,496.6
35455903	10/16/2015	VERIZON WIRELESS	01-5560	1,294.97	
			13-5560	52.92	
			21-5560	42.92	1,390.8
35455904	10/16/2015	WAVE BROADBAND - ROCKLIN	01-5560		13,000.0
35455905	10/16/2015	Amber N. Hichborn	01-5200		186.8
35455906	10/16/2015	Clelia Jocoy	01-4300		66.7
35455907	10/16/2015	Tracey N. Lillie	01-5200	301.11	00.,
		,	11-5200	111,20	412.3
5455908	10/16/2015	Jina S. Martelle	01-5200	111,20	50.2
35455909	10/16/2015	Wendy K. Meagher	01-5200		65.8
5455910	10/16/2015	Nancyann M. Rowell	01-5200		162.1
5455911	10/16/2015	ANGELINA BROWN - DBA ANGEION CONSULTING	01-5800	2,500.00	102.
			21-5800	320.00	2,820.0
5455912	10/16/2015	CDW GOVERNMENT INC	01-4300		758.8
5455913	10/16/2015	COMMITTEE FOR CHILDREN	01-4300	31.18	
			Unpaid Sales Tax	2.18-	29.0
5455914	10/16/2015	DAWSON OIL COMPANY	01-4345		5,201.0
5455915	10/16/2015	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		957.8
5455916	10/16/2015	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		1,309.8
5455917	10/16/2015	GRAINGER.	01-4300		187.4
5455918	10/16/2015	INSIGHT SYSTEMS EXCHANGE	01-4300		12,924.0
5455919	10/16/2015	JABBERGYM INC.	01-5800		6,958.7
5455920	10/16/2015	JOHN DEERE LANDSCAPES	01-4300		25.0
5455921	10/16/2015	KIMBALL MIDWEST	01-4300		327.1
5455922	10/16/2015	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,430.0
5455923	10/16/2015	LPA INC.	21-6210		61,052.2
5455924	10/16/2015	MISSION UNIFORM SERVICE INC	01-4300	106.68	,
			01-5800	1,963.79	2,070.4
5455925	10/16/2015	NORCAL IMAGING SYSTEMS	01-5800		750.0
5455926	10/16/2015	ODYSSEY LEARNING CENTER, INC.	01-5800		16,495.9

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	Check		Fund	Expensed Check
heck Number	Date	Pay to the Order of	Object	Amount Amoun
5455927	10/16/2015	PLACER COUNTY TREASURER COLLECTOR	R TAX 01-5800	64.12
5455928	10/16/2015	PLACER LEARNING CENTER	01-5800	36,610.30
5455929	10/16/2015	RAY MORGAN CO. / CHICO	01-5600	20.95
5455930	10/16/2015	RIEBES AUTO PARTS	01-4365	914.32
5455931	10/16/2015	SARAH J. JOINER	01-5800	821.10
455932	10/16/2015	SCHOOL TECH SUPPLY	21-4300	45,184.36
5455933	10/16/2015	SIERRA FOOTHILLS ACADEMY	01-5800	24,832.26
455934	10/16/2015	SIERRA OFFICE SUPPLIES &	01-4300	700.57
5455935	10/16/2015	SIERRA SAFETY COMPANY IN	C 01-4300	241.19
455936	10/16/2015	SUTTER MEDICAL FOUNDATION	ON 01-5800	278.00
455937	10/16/2015	TOTAL EDUCATIONAL SYS SU	PPORT 01-5800	26,000.00
5455938	10/16/2015	UNIVERSAL SPECIALTIES, INC	01-4300	483.09
455939	10/16/2015	ZEP SALES & SERVICE	01-4300	191.03
455940	10/16/2015	Christy L. Aday	01-4300	80.2
455941	10/16/2015	Jessica J. Armistead	01-4300	29.4
6455942	10/16/2015	Megan Curry	01-4300	83.6
6455943	10/16/2015	Courtney H. Eller	01-4300	25.6
455944	10/16/2015	Barret B. Hess	01-4300	152.6
455945	10/16/2015	Monica L. Mars	01-4300	19.9
3455946	10/16/2015	Joshua J. O'Geen	01-4300	37.4
i455947	10/16/2015	Lana M. Parr	01-4300	171.4
	10/16/2015	Amanda J. Wyatt Retallack	01-5200	68.4
5455948		ACADEMIC PLANNERS PLUS	01-4300	341.8
5455949	10/16/2015		01-4300	40.0
5455950	10/16/2015	ACCREDITING COMMISSION	01-4300	70.0
5455951	10/16/2015	AIRGAS		544.9
5455952	10/16/2015	ANYWHERE CART	01-4400	810.1
5455953	10/16/2015	BEST BUY FOR BUSINESS	01-5460	460.0
5455954	10/16/2015	BIO-RAD	01-4300	
5455955	10/16/2015	BSN SPORTS SPO GROUP	RTS SUPPLY 01-4300	385.3
5455956	10/16/2015	BURKETT'S OFFICE	01-4300	2,138.6
5455 <del>9</del> 57	10/16/2015	CASCADE ATHLETIC SUPPLY	CO 25-4300	1,421.5
5455958	10/16/2015	CDW GOVERNMENT INC	01-4300	726.5
5455959	10/16/2015	CENGAGE LEARNING	01-4300	4,885.2
5455960	10/16/2015	CITY OF ROSEVILLE DBA: MA INTERPRETIVE CENTER	IDU 01-5800	630.0
5455961	10/16/2015	DISCOUNT MAGAZINE SUB SI	ERVICE 01-4300	172.6
5455962	10/16/2015	DISCOVERY OFFICE SYSTEM	S 01-4300	681.27
			01-5800	120.59 801.8
5455963	10/16/2015	ENCO	01-4300	221.5
5455964	10/16/2015	ENTERPRISE RENT A CAR	01-4300	225.7
5455965	10/16/2015	HASTIE'S CAPITOL SAND & G	RAVEL 01-4300	<b>258</b> .0
5455966	10/16/2015	HEALTHY FUNDRAISING SOL		936.0
5455967	10/16/2015	LAKESHORE LEARNING MATI		126.4
5455968	10/16/2015	MJB WELDING SUPPLY, INC.	01-4300	332.1
5455969	10/16/2015	NASCO MODESTO	01-4300	1.8

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

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#### ReqPay12a

Checks Dated				Fund	Expensed	Check
Check Number	Check Date	Pay to the Order of		rung Object	Amount	Amount
85455970	10/16/2015	OFFICE DEPOT		01-4300		632.64
85455971	10/16/2015	ORIENTAL TRADING COMPANY	INC	01-4300	103.98	
				Unpaid Sales Tax	6.28-	97.70
85455972	10/16/2015	PATON GROUP		01-4300		278.13
85455973	10/16/2015	PITNEY BOWES CREDIT CORP #16271873867	ACCOUNT	01-5600		125.78
85455974	10/16/2015	PRO-ED		01-4300	151.58	
				Unpaid Sales Tax	9.68-	141.90
85455975	10/16/2015	RAY MORGAN CO. / CHICO		01-4300	87.63	
				01-5600	192.43	280.06
85455976	10/16/2015	REALLY GOOD STUFF	4	01-4300	82.94	
				Unpaid Sales Tax	5.03-	77.91
85455977	10/16/2015	RENAISSANCE LEARNING INC.		01-4300		180.00
85455978	10/16/2015	RISO PRODUCTS OF SAC INC		01-4300	316.61	
				01-5800	948.00	1,264.61
85455979	10/16/2015	SCHOOL SPECIALTY INC		01-4300		140.04
85455980	10/16/2015	SIERRA HAY & FEED		01-4300		65.15
85455981	10/16/2015	SIERRA OFFICE SUPPLIES &		01-4300		279.60
85455982	10/16/2015	SURVEILLANCE SYSTEM INT		01-5800		480.00
85455983	10/16/2015	THE COLLEGE BOARD		01-4300		108.79
85455984	10/16/2015	TORMACH		01-4300	1,521.26	
				Unpaid Sales Tax	104.86-	1,416.40
85455985	10/16/2015	WOODWIND & BRASSWIND		01-4300	1,622.54	
				01-4400	2,323.95	3,946.49
85455986	10/16/2015	Nancy Sampson		01-4300		700.00
		· · ·	otal Number o	f Checks 94		322,318.60

#### **Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	84	198,423.35
11	Adult Education Fund	1	111.20
13	Cafeteria Fund	8	15,891.01
21	Building Fund #1	4	106,599.52
25	Capital Facilities Fund	1	1,421.55
****	Total Number of Checks	94	322,446.63
	Less Unpaid Sales Tax Liability		128.03-
	Net (Check Amount)		322,318.60

# **Board Report**

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85456557	10/21/2015	OPPERMAN & SON, INC.	01-4400		15,012.50
85456558	10/21/2015	STAPLES ADVANTAGE	01-4300	6,446.63	
			13-4300	410.83	6,857.46
85456559	10/21/2015	WHYBUYNEWAUTOS.COM	01-6400		5,272.00
			Total Number of Checks	3	27,141.96

# **Fund Summary**

Fund	Description	Check Count	<b>Expensed Amount</b>
01	General Fund	3	26,731.13
13	Cafeteria Fund	1	410.83
	Total Number of Checks	3	27,141.96
	Less Unpaid Sales Tax Liability		.00.
	Net (Check Amount)		27,141.96

heck Number	Check	Pay to the Order of	Fund Object	Expensed Amount	Chec Amoun
	uate		01-5540	5,216.41	
5457264	10/23/2015	CITY OF LINCOLN	01-5550	13,591.74	
			01-5570	42,045.93	60,854.0
	40/02/2045	CITY OF LINCOLN / PG&E REIMB	01-5510		2,850.6
5457265	10/23/2015	PACIFIC GAS & ELECTRIC CO	01-5510		99,918.2
5457266	10/23/2015	"DANIELSEN COMPANY, THE"	13-4380	62.57	
5457267	10/23/2015	"DANIELSEN COMPANT, THE	13-4710	3,395.75	
			Unpaid Sales Tax	.98-	3,457.3
5457268	10/23/2015	CROWN DISTRIBUTING INC.	13-4380		1,031.4
5457269	10/23/2015	GOLD STAR FOODS, INC	13-4710		5,567.8
5457270	10/23/2015	GOLDEN STATE EQUIPMENT REPAIR	13-5600		3,109.3
5457270 5457271	10/23/2015	PIZZA GUYS	13-4710		1,497.2
	10/23/2015	SARA LEE	13-4710		575.2
5457272		TRINITY FRESH	13-4710		210.4
5457273	10/23/2015 10/23/2015	WPUSD PETTY CASH FUND	01-4300	1,030.00	
5457274	10/23/2015	WPUSD FETT CASH FOND	01-5800	199.80	
			01-8675	180.00	
			01-8699	15.00	
			13-4300	436.00	
			13-4710	42.00	
			13-5300	55.00	1,957.
5457275	10/23/2015	Angelique L. Cassady	01-4300		20.
5457276	10/23/2015	Courtney H. Eller	01-5200		49.
5457277	10/23/2015	Kelle D. LeBeau	01-4300		351.
5457278	10/23/2015	ACADEMIC COMMUNICATION ASSOC PUBLICATION CENTER DEPT 508	01-4300		56.
5457279	10/23/2015	ADD SOME CLASS	01-4400		965.
5457280	10/23/2015	ALL METALS SUPPLY INC	01-4400		7,148.
5457281	10/23/2015	APPLE INC.	01-4300	22.96	
0407201	10/20/2010	1 13 1 April 17 17 17 17 17 17 17 17 17 17 17 17 17	01-4400	96.04	119.
5457282	10/23/2015	ATHLETICS UNLIMITED	01-4300		1,666
5457283	10/23/2015	BANK OF AMERICA #5124 BUSINESS		170.01	
			01-5200	1,104.21	
			01-5800	272.00	1,546.
5457284	10/23/2015	BRETFORD MANUFACTURING	01-4300		32.
5457285	10/23/2015	CDW GOVERNMENT INC	01-4300		15.
5457286	10/23/2015	DAVID B. MURRAY/MOBILE TOOL	01-4400		42,105.
5457287	10/23/2015	DE LAGE LANDEN	01-5600		123.
5457288	10/23/2015	DISCOUNT SCHOOL SUPPLY	01-4300		48.
5457289	10/23/2015	EAGLE SOFTWARE DBA AERIES SOFTWARE INC.	3 01-5200		300.
5457290	10/23/2015	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		175
5457291	10/23/2015	FAR WEST RENTS & READY MIX	01-4300		198.
5457292	10/23/2015	FLINN SCIENTIFIC INC	01-4300		378
5457293	10/23/2015	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		388
15457294	10/23/2015	HORIZON	01-4300		139
he preceding Ch	1012012013	E X North Nation North M	0	· · · · · · · · · · · · · · · · · · ·	

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Generated for Stacie Wyatt (STACIE), Oct 26 2015 9:26AM

Checks Dated	10/23/2015					
Check Number	Chack	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85457295	10/23/2015	INKJET SUPERSTORI	E.COM	01-4300		56.39
85457296	10/23/2015	J's COMMUNICATION	S INC	01-4300		28,369.25
85457297	10/23/2015	LAKESHORE LEARNI	NG MATERIALS	01-4300		522.76
85457298	10/23/2015	LOWE'S		01-4300		207.95
85457299	10/23/2015	MASE CENTER		01-5200		125.00
85457300	10/23/2015	OFFICE DEPOT		01-4300	1,003.36	
				01-5800	33.99-	969.37
85457301	10/23/2015	PACIFIC ENVIRONME	ENTAL	01-5800		3,035.00
85457302	10/23/2015	RECOLOGY PLACER DISPOSAL	FMRLY AUBURN	01-5540		135.00
85457303	10/23/2015	RISO PRODUCTS OF	SAC INC	01-4300		315.46
85457304	10/23/2015	SCHOOL SPECIALTY	INC	01-4300		81.02
85457305	10/23/2015	SEW CAL MONOGRA	MMING	01-4300		610.06
85457306	10/23/2015	SIERRA OFFICE SUP	PLIES &	01-4300		225.36
85457307	10/23/2015	SOCIAL THINKING P	UBLISHING	01-4200	85.17	
				Unpaid Sales Tax	5.55-	79.62
85457308	10/23/2015	UC REGENTS UCLA	TARJAN CENTER	01-5200		1,180.00
85457309	10/23/2015	WESTERN BLUE	AN NWN COMPANY	01-4300		126.64
85457310	10/23/2015	Timothy P. Allen		01-5200		79.50
85457311	10/23/2015	Hannah K. Ritchie		01-5200		12.80
85457312	10/23/2015	Gabriel H. Simon		01-5200		307.66
85457313	10/23/2015	A-Z BUS SALES INC		01-4365		3,701.13
85457314	10/23/2015	ACADEMIC THERAP	Y PUBLICATIONS	01-4100		171.49
85457315	10/23/2015	ADD SOME CLASS		01-5800		295.00
85457316	10/23/2015	ADVANCED INTEGR.	ATED PEST	01-5800		1,409.00
85457317	10/23/2015	AIRGAS		01-4300		24.84
85457318	10/23/2015	ANYWHERE CART		01-4300	6,532.48	
				01-4400	1,260.20	7,792.68
85457319	10/23/2015	APPLE INC.		01-4300	497.69	
				01-4400	622.44	1,120.13
85457320	10/23/2015	BANK OF AMERICA	#4408	01-4300	35.42	
				01-5200	1,615.05	1,650.47
85457321	10/23/2015	BOYLE FUTURE TEC	CHNOLOGY	01-4365		221.78
85457322	10/23/2015	CDW GOVERNMENT	TINC	01-4300	2,704.52	
				01-4400	1,030.97	
				01-6400	32,225.00	35,960.49
85457323	10/23/2015	CITRUS HEIGHTS SA		01-4365		491.32
85457324	10/23/2015	CITY OF LINCOLN/N		01-5800		76,683.00
85457325	10/23/2015	DISCOUNT SCHOOL		01-4300		193.11
85457326	10/23/2015	FOLLETT EDUCATION		01-4100		33,673.45
85457327	10/23/2015	FOLLETT SCHOOL S	SOLUTIONS, INC.	01-4100		7,001.48
85457328	10/23/2015	GRAINGER .		01-4300		980.69
85457329	10/23/2015	HANDWRITING WITH	HOUT TEARS	01-4100		1,809.50
85457330	10/23/2015	HANKIN SPECIALTY	EQUIPMENT INC	01-5800		1,836.25
85457331	10/23/2015	HD SUPPLY FACILIT LTD.	IES MAINTENENCE,	01-4300		343.07

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.

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Checks Dated 1	10/23/2015				
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85457332	10/23/2015	INTEGRATED FIRE SYSTEMS INC	01-4300		85.00
85457333	10/23/2015	JOHN DEERE LANDSCAPES	01-4300		52.36
85457334	10/23/2015	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		105.48
85457335	10/23/2015	LAKESHORE LEARNING MATERIALS	01-4300		1,219.68
85457336	10/23/2015	LOZANO SMITH, LLP	01-5810		389.50
85457337	10/23/2015	LPA INC.	01-6210		9,325.11
85457338	10/23/2015	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		4,751.58
85457339	10/23/2015	MEDICAB OF SACRAMENTO/SIERRA	01-5800		3,099.00
85457340	10/23/2015	MEDICAL BILLING TECHNOLOGIES	01-5800		2,468.45
85457341	10/23/2015	MICHAEL W. WHITNEY DBA SAAVAHEART EDUCATION	01-5800		400.00
85457342	10/23/2015	MINDFUL SCHOOLS	01-5200		1,100.00
85457343	10/23/2015	NEWSELA, INC.	01-4200		2,100.00
85457344	10/23/2015	PC & MacExchange	01-4400		1,342.68
85457345	10/23/2015	PCOE - PLACER CO OFFICE OF ED	01-5800		3,540.84
85457346	10/23/2015	PEARSON - PSYCHOLOGICAL CORP.	01-4300		313.26
85457347	10/23/2015	POSTMASTER / SPECIAL ED.	01-4300		98.00
85457348	10/23/2015	POSTMASTER / WORKABILITY	11-4300		49.00
85457349	10/23/2015	PRO-ED	01-4300	394.81	
			Unpaid Sales Tax	25.21-	369.60
85457350	10/23/2015	PYRAMID EDUCATIONAL	01-5200		399.00
85457351	10/23/2015	QUEST MEDIA & SUPPLIES INC	01-5800		2,400.00
85457352	10/23/2015	RAINFORTH GRAU ARCHITECTS	21-6210		131.25
85457353	10/23/2015	RENAISSANCE LEARNING INC.	01-5800		6,854.00
85457354	10/23/2015	RSD - REFRIGERATION SUPPLIES	01-4300		301.02
85457355	10/23/2015	SAC VAL JANITORIAL SALES	01-4300		5,470.22
85457356	10/23/2015	SCHOOL NURSE SUPPLY INC.	01-4300		163.29
85457357	10/23/2015	SCHOOL TECH SUPPLY	01-4300	16,020.79	
			01-4400	24,870.13	40,890.92
85457358	10/23/2015	SIERRA SAFETY COMPANY INC	01-4300		38.70
85457359	10/23/2015	STATE OF CALIFORNIA - DOJ	01-5821		256.00
85457360	10/23/2015	TAG / AMS INC	01-5800		441.50
85457361	10/23/2015	THE COLLEGE BOARD	01-4100		407.96
85457362	10/23/2015	THE LATINO FAMILY	01-4300	1,619.24	
			01-5200	213.26	1,832.50
85457363	10/23/2015	TOTAL EDUCATION SOLUTIONS	01-5800		382.50
85457364	10/23/2015	WALLACE-KUHL & ASSOCIATES	21-5800		270.00
85457365	10/23/2015	WEATHERPROOFING TECHNOLOGIES	01-5800		7,846.40
85457366	10/23/2015	WESTERN PLACER WASTE	01-5540		163.41
85457367	10/23/2015	WILCO SUPPLY	01-4300		412.19
85457368	10/23/2015	ZEP SALES & SERVICE	01-4300		2,444.34
85457369	10/23/2015	BANK OF AMERICA #4408	01-5200		985.28
85457369	10/23/2015	BANK OF AMERICA #4408  Total Number of		) 	985 <b>551,55</b> 7

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 10/23/2015		
Check Number Date Pay to the	Fund e Order of Object	Expensed Check Amount Amount
Recommended to the commended of the comm	Fund Summary	

Fund	Description	Check Count	Expensed Amount
01	General Fund	96	535,156.13
11	Adult Education Fund	1	49.00
13	Cafeteria Fund	8	15,982.83
21	Building Fund #1	2	401.25
	Total Number of Checks	106	551,589.21
	Less Unpaid Sales Tax Liability		31.74-
	Net (Check Amount)		551,557.47

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5453103	10/02/2015	PACIFIC GAS & ELECTRIC CO	01-5510		13,303.17
5453104	10/02/2015	"DANIELSEN COMPANY, THE"	13-4380	266,68	
			13-4710	4,659.72	
			Unpaid Sales Tax	8.06-	4,918.34
5453105	10/02/2015	CROWN DISTRIBUTING INC.	13-4380		1,084.52
5453106	10/02/2015	DISCOUNT SCHOOL SUPPLY	01-4300		136.15
5453107	10/02/2015	GOLD STAR FOODS, INC	13-4710		8,191.60
5453108	10/02/2015	ORIENTAL TRADING COMPANY INC	01-4300	129.50	121.51
			Unpaid Sales Tax	7.99-	2,716.24
35453109	10/02/2015	PIZZA GUYS	13-4710		933.98
15453110	10/02/2015	SARA LEE	13-4710		
35453111	10/02/2015	TRINITY FRESH	13-4710		937.58
35453112	10/02/2015	Rosemary Knutson	01-5200		16.10
35453113	10/02/2015	ACSA ASSOC OF CALIF SCHOOL	01-5200		975.00
35453114	10/02/2015	ADD SOME CLASS	01-4300		128.71
5453115	10/02/2015	AMERIPRIDE SERVICES INC	01-4300		666.43
5453116	10/02/2015	C & S TELECOMMUNICATIONS INC	01-5600		220.00
5453117	10/02/2015	C.O.T. TRANSPORTATION INC.	01-5800		325.00
5453118	10/02/2015	CAPITOL PUBLIC FINANCE GROUP	21-5800	2,250.00	
			25-5800	300.00	2,550.00
5453119	10/02/2015	CITRUS HEIGHTS SAW & MOWER	01-4365		86.75
5453120	10/02/2015	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		180.00
5453121	10/02/2015	CRAM-A-LOT JV MANUFACTURING, INC.	01-5600		261.8
5453122	10/02/2015	CRISIS PREVENTION INSTITUTE	01-5200		2,553.38
5453123	10/02/2015	EBSCO INDUSTRIES INC.	01-4100		3,706.39
5453124	10/02/2015	GCR TIRES & SERVICE	01-4360		218.29
5453125	10/02/2015	GEARY PACIFIC SUPPLY	01-4300		50.6
5453126	10/02/2015	GRAINGER.	01-4300		696.5
5453127	10/02/2015	HANDWRITING WITHOUT TEARS	01-4100		328.59
5453128	10/02/2015	ISITE SOFTWARE	01-4300	347.50	
			13-4300	347.50	695.0
5453129	10/02/2015	JENNIFER L. MEYER	01-5800		58.6
5453130	10/02/2015	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		5,122.7
5453131	10/02/2015	NORMAC	01-4300		36.5
5453132	10/02/2015	PEARSON - PSYCHOLOGICAL CORP.	01-4300		833.0
5453133	10/02/2015	PESI HEALTHCARE A COMPANY OF CMI EDUCATION INSTITUTE, INC.	01-5200		837.0
5453134	10/02/2015	PURCHASE POWER	01-4300		4,040.00
5453135	10/02/2015	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300	372.71	
			21-4300	246.35	619.00
5453136	10/02/2015	SAC VAL JANITORIAL SALES	01-4300		1,266.01
5453137	10/02/2015	SASS/Mestmaker Insurance	01-5800		409.8
5453138	10/02/2015	SPARK PROGRAM	01-4100		321.4
5453139	10/02/2015	THE FRUITGUYS	01-4300		27.00

022 - Western Placer Unified School District

Generated for Stacie Wyatt (STACIE), Oct 5 2015 9:03AM 42

	Check		Fund	Expensed	Check
Check Number	Date	Pay to the Order of	Object	Amount	Amount
5453140	10/02/2015	UNIVERSAL SPECIALTIES, INC.	01-4300		481.26
5453141	10/02/2015	WALLACE-KUHL & ASSOCIATES	21-6290		2,113.25
5453142	10/02/2015	YOGA CALM	01-5200	750.00	
			01-5300	114.00	864.00
5453143	10/02/2015	Angela M. Conway	01-4300		34.14
5453144	10/02/2015	Vanessa E. Gutierrez	01-4300		51.81
5453145	10/02/2015	ADD SOME CLASS	01-4300		20.20
35453146	10/02/2015	ALL AWARDS	01-4300		419.78
35453147	10/02/2015	APPLE INC.	01-4300		410.43
5453148	10/02/2015	ATHLETICS UNLIMITED	01-4300		11,802.69
5453149	10/02/2015	BANK OF AMERICA #5124 BUSINESS CARD	01-4300	2,204.76	
			01-5200	878.53-	
			01-5800	64.00	1,390.23
5453150	10/02/2015	BARNES & NOBLE BOOKSTORES	01-4300		502.6
5453151	10/02/2015	BISHOPS PUMPKIN FARM	01-5800		1,024.0
5453152	10/02/2015	BUCKET FILLERS, INC.	01-4300		232.8
5453153	10/02/2015	CALTRONICS BUSINESS SYSTEMS	01-5600		91.8
5453154	10/02/2015	DELTA CHARTER BUS	01-5800		1,144.0
5453155	10/02/2015	DISCOVERY OFFICE SYSTEMS	01-4300		90.6
5453156	10/02/2015	EFFIE YEAW NATURE CENTER	01-5800		326.1
5453157	10/02/2015	FISAL-FOOTHILL INTERMEDIATE SCHOOLS ATHLETIC LEAGUE	01-5300		1,070.0
5453158	10/02/2015	KRISTON L TAGUE - DBA TAGUE BAND INSTRUMENT SERVICES	01-5600		364.2
5453159	10/02/2015	LAKESHORE LEARNING MATERIALS	01-4300		290.9
5453160	10/02/2015	LOWE'S	01-4300	736.29	
			01-5800	2,262.16	
	*		01-9500	725.96	3,724.4
5453161	10/02/2015	NASCO MODESTO	01-4300		100.4
5453162	10/02/2015	NATIONAL SCIENCE TEACHER ASSOC	01-5200		269.0
5453163	10/02/2015	ORIENTAL TRADING COMPANY INC	01-4300	89.24	
			Unpaid Sales Tax	5.32-	83.9
5453164	10/02/2015	PJ'S MAIL & PARCEL SERVICE	01-4300		11.6
5453165	10/02/2015	POSTMASTER / TBMS	01-4300		490.0
5453166	10/02/2015	REALLY GOOD STUFF	01-4300	104.32	
			Unpaid Sales Tax	7.28-	97.0
5453167	10/02/2015	REI RECREATIONAL EQUIPMENT INC	01-4300		3,371.9
5453168	10/02/2015	RISO PRODUCTS OF SAC INC	01-5800		425.0
5453169	10/02/2015	SAFEWAY INC	01-4300		82.1
5453170	10/02/2015	SCHOLASTIC BOOK FAIRS - 13	01-4300		1,601.1
5453171	10/02/2015	SCHOOL SPECIALTY INC	01-4300		13.5
5453172	10/02/2015	SIERRA OFFICE SUPPLIES &	01-4300		92.9
5453173	10/02/2015	SIERRA SAFETY COMPANY INC	01-4300		198.3
5453174	10/02/2015	STAPLES ADVANTAGE	01-4100	189.18	
			01-4300	15,686.26	15,875.4
35453175	10/02/2015	TEACHER'S DISCOVERY	01-4300	186.13	
			Unpaid Sales Tax	11.69-	174.4

022 - Western Placer Unified School District

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

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# ReqPay12a

Checks Dated 1	0/02/2015					
Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85453176	10/02/2015	WILLIAM A. SIDNEY ZEBOPS	DBA - SAC TOWN	01-5600		200.00
85453177	10/02/2015	Lana M. Parr		01-4300		260.99
			Total Number of C	hecks	75	109,370.59

#### **Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	67	85,363.51
13	Cafeteria Fund	7	19,137.82
21	Building Fund #1	3	4,609.60
25	Capital Facilities Fund	1	300.00
	Total Number of Checks	75	109,410.93
	Less Unpaid Sales Tax Liability		40.34-
	Net (Check Amount)		109,370.59

# 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:

**AGENDA ITEM AREA:** 

Classified Personnel Report

Consent Agenda

REQUESTED BY:

**ENCLOSURES:** 

Yes

Gabriel Simon

Assistant Superintendent of Personnel Services

**DEPARTMENT:** 

FINANCIAL INPUT/SOURCE:

Personnel

General Fund/Categorical

MEETING DATE:

**ROLL CALL REQUIRED:** 

November 3, 2015

# **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

### November 3, 2015

## **CLASSIFIED/MANAGEMENT**

#### **NEW HIRES:**

1. Name:

**Katherine Culverson** 

Position:

Campus/Café Supervisor

Salary:

CSEA, Range 13, Step A

Hours: Days:

1.5 Hours/Day 10 Months/Year

2. Name:

Steve Geisleman

Position:

**Instructional Aide** 

Salary: Hours:

CSEA, Range 15, Step A 1.5 Hours/Day

Days:

10 Months/Year

3. Name:

John Murdock

Position: Bus Driver

Salary:

CSEA, Range 24, Step A

Hours: Days:

4.84 Hours/Day 10 Months/Year

4. Name:

Maureen Richardson

Position: Paraprofessional Aide

Salary: Hours:

CSEA, Range 17, Step A 5.66 Hours/Day

Days:

10 Months/Year

Effective: 10/19/15

Effective: 10/19/15

Site: Transportation

Effective: 10/20/15

**Effective:** 10/28/15

Replacement

Site: Foskett Ranch Elementary

Site: Creekside Oaks Elementary

Site: Twelve Bridges Elementary

Replacement

# **ADDITIONAL HOURS:**

1. Name:

Tanja Devol

Position: Food Service Assistant

Hours:

From 3.25 to 3.5 Hours/Day

Days:

10 Months/Year

Effective: 10/27/15 Site: First Street School

Effective: 10/25/15

Effective: 10/25/15

Site: Creekside Oaks Elementary

Site: Creekside Oaks Elementary

#### **ADDITIONAL POSITIONS:**

1. Name:

**Ann Nordby** 

Position: Instructional Aide

Salary:

CSEA, Range 15, Step D

Hours: Days:

1.5 Hours/Day 10 Months/Year

2. Name:

**Maria Woolley** 

Position:

Instructional Aide CSEA, Range 15, Step A

Salary: Hours:

1.5 Hours/Day

Days:

10 Months/Year

## TRANSFERS/PROMOTIONS:

1. Name:

**Consuelo Foster** 

Position:

Cafeteria Site Cashier

Salary:

CSEA, Range 14, Step A

Hours:

3 Hours/Day

Days:

10 Months/Year

**Effective:** 11/2/15 Site: Carlin C. Coppin Elementary

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

SUBJECT:

**AGENDA ITEM AREA:** 

Ratification of Contract with Balfour and Lincoln Crossing

Consent

Elementary School

**REQUESTED BY:** 

**ENCLOSURES:** 

Audrey Kilpatrick

Assistant Superintendent of Business and Operations

Yes

**DEPARTMENT:** 

FINANCIAL INPUT/SOURCE:

**Business Services** 

Parent Donations

**MEETING DATE:** 

**ROLL CALL REQUIRED:** 

November 3rd, 2015

No

#### **BACKGROUND:**

The attached contract is for services with Balfour and Lincoln Crossing Elementary School. The services include printing of 500 yearbooks to be delivered in Spring 2016. The total cost of these services is \$6,013.13 which will be paid in two payments of \$1,803.94 and \$2,705.91. It will be paid with Site Co-Curricular Funds.

#### RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Balfour and Lincoln Crossing Elementary School.



Taylor Publishing Company dba Balfour is hereby authorized as the official publisher of the publication described below.

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# PRINTING TRADE CUSTOMS

Trade Customs have been in general use in the printing industry throughout the United States and Canada for more than 90 years.

1. QUOTATIONS/ESTIMATES A quotation not accepted within 30 days may be changed. 2. ORDERS Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and

related obligations

3. EXPERIMENTAL WORK Experimental or preliminary work performed at the customer's request will be charged to the customer at the provider's current rates. This work may not be used without the provider's written consent.

4. CREATIVE WORK Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.

- 5. ACCURACY OF SPECIFICATIONS Quotations are based on the accuracy of the specifications provided. The provider can requote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
- 6. VENUE In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the District, State or Municipal Court, as appropriate, of the county of Dallas, State of Texas. The parties agree and stipulate that the essential terms of this contract are to be performed in said Dallas County.
- 7. ELECTRONIC MANUSCRIPTS/IMAGES It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

8. ALTERATIONS/CORRECTIONS Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.

- 9. PREPRESS PROOFS The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:
  - · Proofs are not required by the customer.
  - The work is printed per the customer's OK.
  - Requests for changes are communicated verbally.
- 10. PRESS PROOFS Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.
- 11. COLOR PROOFING Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance
- 12. OVERRUNS/UNDERRUNS Overruns or underruns will not exceed 10 percent of the quantity ordered. The provider will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

  13. CUSTOMER'S PROPERTY The provider will only maintain fire and extended
- coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and in the premium is paid to the provider.
- 14. DELIVERY Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. the provider's address. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider or from the customer's supplier to the provider are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
- 15. PRODUCTION SCHEDULES Production schedules will be established and followed by both the customer and the provider. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
- 16. CUSTOMER-FURNISHED MATERIAL Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility

for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair, Items not meeting this requirement will be repaired by the customer or by the provider at the provider's current rates.

17. OUTSIDE PURCHASES Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

18. TERMS/CLAIMS/LIENS Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The Provider's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

1. Disclaimer of Express Warranties. The provider warrants that the work is as described in the purchase order, the customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

2. Disclaimer of Implied Warranties. The Provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

- 20. INDEMNIFICATION The customer agrees to protect the provider from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold the provider harmless and save, indemnify, and otherwise defend the provider against claims, demands, actions, and proceedings
  - on any and all grounds. This will apply regardless of responsibility for negligence.

    1. Copyrights. The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.
  - Z. Personal or Economic Rights. The customer also warrants that the work does not contain anything that is libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:
  - Promptly notifies the customer of legal action.
  - Gives the customer reasonable time to undertake and conduct a defense.
  - The provider reserves the right to use its sole discretion in refusing to print anything the provider deems libelous, scandalous, improper, or infringing on copyright law.
- 21. STORAGE The provider will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.
- 22. TAXES All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse the provider for any additional taxes paid.
- 23. TELECOMMUNICATIONS Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.
- PREPARATORY MATERIAL Artwork, type, plates, negatives, positives, tapes, disks, and other items supplied by the provider shall remain the provider's exclusive property.

Originally formally promulgated, Annual Convention, United Typothetae of America, 1922. Revised and updated and repromulgated, Printing Industries of America, Inc., 1945, 1974 & 1985. Updated and adopted by the Printing Industries of America, National Association of Printers and Lithographers and Graphic Arts Technical Foundation, 2003.

# 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:

Out of state travel

Consent

REQUESTED BY: ENCLOSURES:

Susan Watkins

Director of Special Education Yes

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Special Education

Mental Health 100%

MEETING DATE: ROLL CALL REQUIRED:

November 6, 2015 No

#### **BACKGROUND:**

Per District Administratiave Regulations 3350 – Travel Expenses, all out of state travel shall be pesented to the Board for Approval with a complete explanation of the school business purpose to be serve.

Vincent Hurtado, Sandi Miller and Alexis Dodge, will be attending Yoga Calm a 3 days training to prepare uplifting experience and success into the classroom. The instruction will include the five Yoga Calm principles (stillness, listening, grounding, strength, community. Reflection, feedback and collegial sharing processes will learn how to access Yoga Calm.

The registration fee is \$250,00, airfare \$705.00, and hotel \$1,367.13 will be funded through Mental Health funds.

**RECOMMENDATION:** Administration recommends Board approve travel to Portland Oregon for 3 district staff to attend the Yoga Calm Practicum.

# **Requisition Snapshot**

	PO without Receiving						FISCALY	ear 2015/16
<del></del>	Number VR16-00924						Requisition Dat	te 09/17/2015
Summary			~~~	*********				
Created by	DIANE_METZELAAR, 9/17/2015	PO#				Goods 8	Services	
Department	BUSINESS	Responsibility				Acade	emic Dept	
Status On Hold	Submitted No	A., .	V					
A FIOIG	140	Attachments	res					
Requisitioner	Diane Metzelaar	Board Date				No	n Taxable	864.00
Order Site	9000 - Special Education						Taxable	.00
Delivery Site	9000 - Special Education					Tax	(7.5000)	.00
elivery Date		Room				Shipp	ing (0.00)	.00
roject						A	djustment	.00
าโด	Yoga Calm registration with mental i	nealth funds				Requis	ition Total	864.00
Requisition Ve	endor Information		74.44.A.	·	***************************************			······································
02852/1	YOGA CALM							<u>,, , , , , , , , , , , , , , , , , , ,</u>
	10040 SW 25TH AVENUE , PORTL	AND, OR 97219						
urchasing								
O Date		PO Printed Date				Buyer	=	
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ine Items					T. T		CI	hange Level 0
Descripti	ion	Stores Item #	Unit	Orde	r Qty	Rovd Qty	Unit Price	Extended
Fax PO	to vendor.							
1 Registra	tion fees for Sandi Miller		EACH		3		250.0000	750.00
(smiller@	@wpusd.k12.ca.us), Vincent							
Hurtado	(vhurtado@wpusd.k12.ca.us) and							
	odge (adodge@wpusd.k12.ca.us)							
	I Yoga Calm's "Certification							
Capston	e" on November 13 - 15, 2015 in							
Portland,	, Oregon.							
2 Annual L	icense fee due at conference for		EACH		3		38.0000	114.00
Sandi Mi	iller, Vincent Hurtado and Alexis							
Dodge.								
ccounts					······································			
				Amount	Enci	umbered	Expensed	Outstanding
CE42 A C	200. 00. 5555. 3120. 001. 00. 00 98,Travel And Conf,Psychser	0.00		500.00		500.00		.00.
						250.00		.00
16) MH Prop 6512. 0. 5	200. 00. 5555. 2140. 001. 00. 00 98,Travel And Conf,Staffdev	0.00		250.00		250.00		.00.

ESCAPE





FLIGHT | HOTEL | CAR SPECIAL OFFERS RAPID REWARDS®

# Sacramento, CA to Portland, OR

AT'

Total Price: \$705.00

#### ITINERARY

ravel Date		Flight Segments	Flight Summary	
DEPART NOV 13	12:50 PM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight Southweste	Friday, November 13, 2015
FRI	02:20 PM	Arrive in Portland, OR (PDX)	WiFi avallable	Travel Time 1 h 30 m (Nonstop) Wanna Get Away
RETURN NOV 15	03:35 PM	Depart Portland, OR (PDX) on Southwest Airlines	Flight Southwest •	Sunday, November 15, 2015
SUN	05:00 PM	Arrive in Sacramento, CA (SMF)	🥟 WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

#### What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

#### PRICE: ADULT

Trip	Routing	Fare Type   View Fare Ri	ules Fare Details	Qua	ntity	Total
Depart	SMF-PDX	Wanna Get Away Excellent Value	No Change Fees (applicable fare difference applies) Reusable funds (contransferable - no name changes allowed) Nonrefundable unless purchased with Points	3	s \$	303.00
Return	PDX-SMF	Wanna Get Away Exident Value	No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points	3	s <u>s</u>	402.00
	a Member?	irds and earn at least 1154 Log in to ensure you are ge		Subtotal		'05.00 eakdown
	You can't find this great fare on any other website. Southwest fares are only on southwest.com <sup>®</sup> .  1st and 2nd Checked Bags Fly Free <sup>®†</sup> *Weight and size limits apply.		Bag Charge		\$0.00	

Air Total: \$705.00

**Modify Trip** 

Purchase your shopping cart... By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase

Continue

Get \$200 Statement Credit after first purchase & Earn 10,000 Bonus Points

Learn more

You Pay Today: \$705.00 Credit On Your Statement: -\$200.00 Total After Statement Credit: \$505.00

Add a Hotel

We'll keep an eye on your cart for you while you shop. Products not confirmed until purchase,



Shilo Inn Portland/Beaverton \$97/night

Search for hotels in Portland (11/13/2015 - 11/15/2015)

Close To (optional) Center of destination ▼ within 30 miles ▼

Show Only (optional)

52

# **Certification Capstone**

Friday, November 13, 2015 6:00 PM -Sunday, November 15, 2015 12:30 PM (Pacific Time)

Still Moving Yoga 10040 SW 25th Ave Portland, OR 97219 Map and Directions

Instructors: Lynea Gillen, LPC, MS, RYT & Jim Gillen, RYT

\$250 Course fee (includes Friday night dinner & Sunday snack) \$25 (prorated) Annual License/Membership fee due at the course

\$60 optional 1 PSU Graduate Credit

Please note that the <u>Yoga Calm Practicum Course</u> is a prerequisite for this course. Completion of the Practicum and its portfolio needs to be completed at least 30 days before this Capstone Course.

#### Weekend Schedule

Nov 13, 6:00-8:00pm May 14, 8:30am-4:00pm May 15, 8:30am-12:30pm

This workshop is the capstone event in the Instructor <u>Certification Program</u>. The course will be held at Still Moving Yoga – a beautiful garden setting with acres of woods and hiking nearby. This beautiful setting will provide the backdrop for an enriching weekend of yoga, practice teaching, reflection and acknowledgement.

We've designed the entire Yoga Calm Youth Instructor Certification Program to prepare you for an uplifting experience and success in bringing Yoga Calm into your classroom, therapeutic setting, studio or wherever you work with children and families. Thus, this capstone event isn't just an opportunity to further hone your new skills. It's also a time to celebrate all you have learned!

The first night will feature a delicious meal with plenty of time to get acquainted with other Yoga Calm Certification candidates. The second day we will break into two small groups in which you'll be asked to lead your group in a 30-minute lesson plan based on one of the five Yoga Calm principles (Stillness, Listening, Grounding, Strength, Community). Reflection, feedback and collegial sharing processes will help create a safe yet powerful learning environment.

In addition to teaching your favorite lesson plans with each other, you will have the opportunity to share and receive class plans from other candidates, and will learn how to access Yoga Calm's online library of hundreds of class plans from other certified instructors!

Wrapping up the course will be individualized feedback from your trainers, additional training, and a special session on continuing your professional development, how to develop your business and promote your Yoga Calm classes for children. You will also receive access to Yoga Calm's online membership program, including hundreds of class plans, training videos, clothing discounts and your business starter kit. Finally, we celebrate your accomplishment with a special mindful snack and community yoga class!

Offered in conjunction with Portland State University, Continuing Education in the Graduate School of Education (CE/ED). One PSU Graduate Credit and/or 12 Washington Clock Hours available. Certificate of training hours provided.

Coursework also applies towards the Yoga Calm Youth Instructor and Adult Instructor (Yoga Alliance RYT-200) Certification programs.

The course fees are payable directly to Still Moving Yoga, LLC. PSU credit registration is available at the course; PSU will bill you directly for those fees after the course.

Prerequisite: Completion of Integrated Approach to Wellness 1, 2 & 3 and <u>Yoga Calm Practicum</u>. More information at <u>certification</u> requirements

Yoga Calm is a program of Still Moving Yoga, LLC

More info: http://www.yogacalm.org/

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

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

#### DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Agreement for Legal Services Between Western Placer Unified School District and Atkinson, Andelson, Loya, Ruud, and Romo AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

Agreement for Legal Services

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

**MEETING DATE:** 

November 3, 2015

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

The Western Placer Unified School District would like to periodically utilize the legal services of Atkinson, Andelson, Loya, Ruud, and Romo.

#### **RECOMMENDATION:**

Administration recommends the Board of Trustees ratify the Agreement for Legal Services between the Western Placer Unified School District and the law firm of Atkinson, Andelson, Loya, Ruud, and Romo.

#### AGREEMENT FOR LEGAL SERVICES

#### I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, WESTERN PLACER UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

# II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

# III. TERMS AND CONDITIONS

### A. Fees For Services

#### 1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$255.00
Partners/Senior Counsel	\$250.00
Senior Associates	\$240.00
Associates	\$235.00
Electronic Technology Litigation Specialist	\$180.00
Non-Legal Consultants	\$170.00
Senior Paralegals/Law Clerks	\$170.00
Paralegals/Legal Assistants	\$160.00

#### 2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$4,000
A half day of training (up to 4 hours)	\$2,750
A two hour training	\$2,250
A one hour training	\$1,500

The Law Firm may modify legal services rates effective July 1st of any year by providing thirty (30) days' written notice to District; however, should District object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.

#### B. <u>Fee Arrangements For Specialized Legal Services</u>

Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee is authorized to agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

# C. Costs And Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of the Law Firm charging District for telephone charges (\$.07 per minute), incoming and outgoing faxes (\$2.00 per page), photocopies (\$.20 per page), mailing fees, messenger services, computer database (e.g., Westlaw) searches (billed at vendor's standard retail rate), word processing (\$40.00 per hour), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare).

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing

fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph H, below.

#### D. Billing Practices

- 1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.
- 2. The Law Firm shall bill in one-quarter hour increments. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour); (b) electronic correspondence (.25 hour); (c) standard written correspondence (.50 hour); (d) provide a document (.50 hour). Under some circumstances, the Law Firm may charge its regular hourly rate to more than one client for services provided concurrently during the same time period, such as in the course of traveling to the District or while providing legal services at the District.
- 3. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

#### E. Termination Of Representation

The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events: (1) upon order of a court of law requiring the Law Firm to discontinue the performance of legal services; (2) upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services; (3) upon a failure of the District to perform any of

the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill; and/or (4) upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

# F. Consent To Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

#### G. Client Cooperation

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

#### H. Services Performed By Law Firm Provided Non-Legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

000840.00000

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

#### I. Consent To Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

#### J. Miscellaneous

- 1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.
- 2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.
- 3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

#### IV. BINDING ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

# V. <u>DURATION</u>

This Agreement shall commence upon execution of both of the parties below and continue until work is completed or the Agreement is terminated as provided above. This Agreement replaces all prior agreements between the parties.

	"Law Firm"							
	ATKINSON, ANDELSON, LOYA, RUUD & ROMO							
Dated: 10/19/15	By: Scott K. Holbrook Partner							
	"DISTRICT"							
	WESTERN PLACER UNIFIED SCHOOL DISTRICT							
Dated:	By:							

#### **EXHIBIT A**

#### **TECHNOLOGY QUESTIONNAIRE**

Please understand that by agreeing to the use of any means of communication other than inperson private meetings or two-way (as opposed to multiparty) land line telephone conversations, you will be giving your consent to, and accepting any risks of disclosure of, confidential information to third parties that may be attendant upon the use of those means of communication.

The Law Firm **May Use** the following cellular phones, facsimile numbers and email addresses for the purposes of transmitting confidential information:

	Cellular telephone number(s):					
	Facsimile number(s)					
	Email Address(es):					
addre	The Law Firm Should Not U esses for the purposes of transmess when communicating with us have indicated below that we sho	itting confi s, you conse	dential information to our use	mation. c of that	N	ote that if you use an email
	Cellular telephone number(s):					
	Facsimile number(s)					
	Email Address(es):					
conn	Are there other communication ection with this engagement? Y					
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# 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:

**AGENDA ITEM AREA:** 

Ratification of Contract with HD Fundraising and Western Placer Unified School District Consent

REQUESTED BY:

**ENCLOSURES:** 

Audrey Kilpatrick 
Assistant Superintendent of Business and Operations

Yes

**DEPARTMENT:** 

FINANCIAL INPUT/SOURCE:

**Business Services** 

Site Co-Curricular

**MEETING DATE:** 

**ROLL CALL REQUIRED:** 

November 3<sup>rd</sup>, 2015

No

#### BACKGROUND:

The attached contract is for services with HD Fundraising and Western Placer Unified School District. The services include providing Glen Edwards Middle School with 300 discount cards to be sold as a fundraiser. Each card will be sold for \$20.00. Glen Edwards will be financially responsible for total production and printing costs of the units ordered.

#### RECOMMENDATION:

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



WE FUTURE OF FUNDRAISING IS HERI Phone: <u>800-649-4907</u> Fax: <u>800-513-4578</u>

Website: www.HDFundraising.com

Date: 10/5/2015

Special Instructions: [Enter Special Instructions]

I, Audrey Kilpatrick/Western Placer Unified School District am entering into an agreement with HD Fundraising for Glen Edwards Middle school "Organization" and am ordering 300+300 free units of [Discount Cards + 3 winners]. I will be responsible for \$10 (U.S. Dollars) per unit ordered. I have received appropriate approval from my Organization to run this fundraiser and I confirm that neither I, nor my team or Organization are under contract with any other fundraising company to perform a discount card fundraiser during the same time I will be selling HD Fundraising cards under this agreement. There is no return policy for the order. The tentative fundraiser start date will be 11/30/2015.

Each unit will be sold for \$20 (U.S. Dollars). Organization will be financially responsible for total production and printing costs of any units. Organization will remit payment for the units ordered within 30 days from shipment date. There will be an additional \$00.00(U.S. Dollars) for standard shipping and handling. An additional fee may be applied if non-standard shipping is needed or required.

<u>Discount Products Only (if applicable)</u>: HD Fundraising will proceed with acquiring 18 vendors. Artwork and/or vendors will be approved by Albert Medina prior to the manufacturing of the units.

I must provide billing information such as a major credit card with a verifiable balance available for the total amount owed. The billing information provided will be charged if the total amount due is not paid by the invoice due date or if the billing information cannot be verified. A late fee of 10% will be added to the total invoice amount if payment is not received by the due date. Please process my payment on the invoice due date to avoid a late fee. I understand that when ordering home delivered products, all activation codes will be deactivated if payment is not received by the due date. If I want to cancel my order at any time prior to the manufacturing of the units, a 50% fee is applicable and will be charged immediately.

It is understood that if Organization's check and/or Electronic Funds Transfer (EFT) is returned unpaid, it will be electronically represented to the issuing bank and a processing fee of \$30.00 (U.S. Dollars) will be charged to the account. It is further understood that this agreement will be construed in accordance with

the laws of the State of Washington. Any legal action arising under this agreement must be brought in Clark County, WA, USA.

## **Customer Contact & Organization Information**

Name: Audrey Kilpatrick Title: Assistant Super intendant of business services

Billing Address: 600 6th street 4th floor

and Zip: Lincoln ca 95648

Country: USA

Phone: 9166456370 Fax: [Enter Fax #] Cell: 9097020543

**Charitable Organization: YES** 

Type of Charity: Public Schools

Fundraiser For: General Funds

|X Signature of person entering into agreement | Asst Supt of Business Svs and Operations

[I have the authority to sign and enter into an agreement on behalf of the above stated Organization.] By typing my name on the signature line and/or replying to this email and typing my name on the top of the agreement (due to the fact that I am sending it from a device that will not allow typing on the line itself), I am agreeing to the terms listed above and to the statement that I agree to pay the total amount due according to the issuer agreement. I confirm the above information is true and accurate. Please proceed with this project.

# 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: AGENDA ITEM AREA:

Student Discipline Consent Session

Stipulated Expulsion Students #15-16-A

REQUESTED BY: ENCLOSURES:

Chuck Whitecotton Yes

District Hearing Officer

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Administration N/A

MEETING DATE: ROLL CALL REQUIRED:

November 3, 2015 No

#### **BACKGROUND:**

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

#### RECOMMENDATION:

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

wp/rk/factform

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SUBJECT:

AGENDA ITEM AREA:

Unpaid Leave of Absence Request

Consent Agenda

REQUESTED BY:

Gabriel Simon

Assistant Superintendent of

Personnel Services

**ENCLOSURES:** 

Yes

**DEPARTMENT:** 

FINANCIAL INPUT/SOURCE:

Personnel N/A

**MEETING DATE:** 

November 3, 2015

**ROLL CALL REQUIRED:** 

No

## **BACKGROUND:**

Ramey Dern, an ELD Intervention Program Secretary is requesting an unpaid leave of absence based on Article V of the agreement between the District and the California School employees' Association. She is requesting the leave to obtain her Multiple-Subject and Masters' in teaching from January 11, 2016 through May 2, 2016.

#### **RECOMMENDATION:**

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

October 27, 2015

Scott Leaman Superintendent Western Placer Unified School District 1600 6<sup>th</sup> Street, Suite 400 Lincoln, CA 95648

#### Dear Scott Leaman:

Thank you for the opportunity to discuss student teaching with you. It has been wonderful working for the district as the ELD Secretary and Continuing Education teacher. I have learned so much about our students and I have gotten to know many dedicated parents and highly experienced teachers.

As you know, I am currently seeking to obtain my Multiple-Subject Credential and Master's in Teaching with the School of Professional Studies at William Jessup University. I will be student teaching from January 11, 2016 to April 29, 2016, full-time. For this reason I am requesting leave from my ELD Secretary position starting January 11, 2016 and returning May 2, 2016.

I am enthusiastic about the possibility of student teaching with our district. Please contact me at if you have any questions. I look forward to hearing from you soon.

Sincerely,

Ramey Dern

10/22/15

# INFORMATION

# DISCUSSION

ACTION

ITEMS

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

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SUBJECT:

Overview of Measure "A" Lincoln High School Addition and Modernization Project Design Development AGENDA ITEM AREA:

Information

REQUESTED BY:

Michael Adell
Director of Facilities

**ENCLOSURES:** 

No

DEPARTMENT:

**Facilities** 

FINANCIAL INPUT/SOURCE:

Measure A Bond Funds

MEETING DATE:

November 3, 2015

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

With the successful November 2014 passage of Measure A authorizing a \$60 Million general obligation bond and the issuance of the first series of bonds for \$20 Million, the District has dedicated \$10 Million to the addition of classrooms and initial components of modernization at Lincoln High School. The District has engaged LPA Inc., to provide design and engineering services for the Lincoln High School Addition and Modernization project to provide additional classrooms, quad improvements, athletic facilities improvements, and technology improvements to existing classrooms. LPA and Facilities Staff has conducted programming meetings with Lincoln High School site administration, leadership, teachers and support staff, and Maintenance/Operations staff to be included in the design development.

Steve Newsom with LPA Inc., will present an overview of the current project design development including scope, design elements, schedule, and budget.

#### RECOMMENDATION:

Staff recommends that the Board of Trustees receive the information.

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SUBJECT:

Consider Approving Revised Job Description and salary schedule for Facilities Coordinator position.

**AGENDA ITEM AREA:** 

Discussion/Action

REQUESTED BY:

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

Revised Job Description for: Facilities Coordinator & Revised Salary Schedule for Classified Management

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Developer Fees

**MEETING DATE:** 

November 3, 2015

**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 Facilities Coordinator position, which is a classified management position in order to clarify who the position reports to and to delineate the duties. In considering the essential duties and responsibilities, being added there will be an increase in work days from 220 to 260 effective for the 2015-2016 school year.

#### RECOMMENDATION:

Approve the revised job description for the Facilities Coordinator position and corresponding work days adjustment.

#### Western Placer Unified School District

#### POSITION DESCRIPTION

Position Title: FACILITIES COORDINATOR

Department: Facilities

Reports To: Assistant Superintendent, Business and Operations Director of Facilities

#### SUMMARY:

Under the supervision of the Assistant Superintendent, Business and Operations Director of Facilities, coordinates facilities planning activities related to new school construction, renovation or modernization of existing schools, relocatables classrooms and other support activities. The position plans, obtains of funding, coordinates, and monitors school district construction projects. The position requires a broad knowledge of the procedures, laws and technical requirements related to the field of school facilities planning and construction.

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

- \* Prepare OPSC, CDE, and DSA applications and submittals; process required forms for eligibility, funding, and continue to monitor projects through the process and closeout audits.
- \* Process and review of environmental compliance documents.
- \* Monitor project budgets within appropriate funds; verify expenditures per budget and contract; maintain up-to-date financial statements by project within fund; monitor cash flow; verify income and authorize expenditures in accordance with established limitations.
- \* Monitor residential/commercial/industrial subdivision activities that affect the district. Participate in negotiations with property developers.
- \* Coordinates developer fee justification studies and School Facility Needs Analysis plans for the district.
- \* Coordinate and develop short and long-range plans for the housing of students served by the district including enrollment projections. Update the annual student classroom capacity analysis utilizes to maximize local and State funds.
- \* Coordinate the updates to the District's Facility Master Plan, working closely with the Assistant Superintendent Director of Facilities on sources and uses of funds, status and schedule of construction and phasing of projects.
- \* Serve as staff to any Independent Citizens Oversight Committees (ICOC), preparing minutes, agendas, reports, and coordinating the required annual fiscal and performance audits.
- \* Responsible for the coordination of the analysis, evaluation and acquisition of school sites.
- Develop, monitor and update institutional Safety Plan; coordinate communication necessary between partner districts, community agencies and partnering stakeholders to ensure accuracy of Safety Plan.
- \* Plan, coordinate and organize activities and flow of communications regarding institutional Safety Plan; obtain, explain and provide information to staff, administrators and others regarding Safety Plan functions, policies and procedures.
- \* Develops, revises, implements and monitors the District's 5-year Deferred Maintenance Program.
- \* Work with Business Services to maintain an accurate accounting of District's fixed asset inventory control. Ensure that insurance, contract and accounting records are collected and maintained for fiscal and program audits.
- \* Assist in the overall risk management process; monitor and review processes to ensure risk and compliance arrangements are in place; identify external and internal risks; evaluate the likely effects of risk; provide support and training to personnel.

- \* Prepare notices, public information documents, and other information items, including resolutions, agenda items and documentation required for Board action.
- \* Respond to technical questions and provide information regarding routine legal mandates, policies, regulations, and operational guidelines to the public and various public agencies.
- \* Monitor school facilities legislation.
- \* Initiates and answers telephone calls; makes appointments; composes correspondence; types from straight copy or draft letters, reports, bulletins, and memorandums, including material of a confidential nature; maintains files, compiles and prepares reports, and perform general clerical duties
- Attends and conducts a variety of meetings as assigned; conducts pre-bid and pre-construction meetings.
- \* Perform related duties as assigned.

#### KNOWLEDGE OF:

- \* Theory, principles, and practice of facility planning, public education and administration, state architect approval process, bidding process, applicable codes, ordinances and regulations as relevant to assigned responsibilities.
- \* School facility construction programs, codes, rules and regulations, requirements, and restrictions.
- \* Construction industry procedures, practices, plans and specifications.
- \* General management functions of planning and organization.
- \* School district organization and operations.
- \* Maintain professional relationship with public agencies responsible for the planning and development of the local area.
- \* Computerized and manual maintenance work order systems.
- Preventative maintenance planning.

#### **OTHER SKILLS AND ABILITIES:**

Write and speak effectively; establish and maintain effective working relations with all district personnel, public and private agencies; analyze situations and develop appropriate recommendations for action; initiate, plan and carry work through to completion without close supervision; operate computers; and willing to work additional hours periodically and travel locally.

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

A minimum of one (1) year experience in facilities planning; prior work experience with a school district or county office of education working with school facilities essential.

Completion of Educational Facilities Planning Certificate Program through the University of California system, or equivalent, highly desirable.

Any combination of training and experience at a level to demonstrate the ability to perform the duties and responsibilities as described is qualifying.

#### LICENSES AND/OR TESTING REQUIRED:

If required to operate a vehicle during the course of employment, must possess a valid California Driver's license and evidence of insurability; TB test clearance; Criminal Justice Fingerprint Clearance.

#### **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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### 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 variable.

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 may be assigned.

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. The individuals currently holding this position perform additional duties and additional duties may be assigned.

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

Classified Management position designation excludes the employees serving in such positions from overtime provisions

The duties, flexibility of hours, salary and authority of such positions set them apart from those positions, which are subject to overtime provisions. Said management positions shall not be unreasonably discriminated against

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

Position Classification	CONTRACT DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Director of Business Services \$100/Mo Car Allowance	260	86,520	91,860	97,196	102,537	107,872
Occupational Therapist \$200/Mo Car Allowance	200	66,992	70,333	73,841	77,523	81,391
Behavior Analyst \$200/Mo Car Allowance	200	74,360	78,068	81,961	86,048	90,340
Food Service Director	260	65,237	69,196	73,152	77,115	83,333
Transportation Director	260	65,237	69,196	73,152	77,115	83,333
Director of Facilities \$300/Mo Car Allowance	260	86,520	91,860	97,196	102,537	107,872
Facilities Coordinator \$200/Mo Car Allowance	260 <del>220</del>	58,247	61,151	64,200	67,402	70,741
*After School Coordinator	210	37,632	39,613	41,697	43,890	46,202
*Transition Specialist (Based on TTP Grant budget)	200					37,754
*Workability 1 Site Coord. (Based on Workability 1 Grant Bud	210 dget)					35,818

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

All Salaries Based on 8 Hour Days

Retiree Benefits: \$2,775 for 3 or 5 years

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

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

Revised 8/1/09 - 3% added to 2008- 2009 schedule effective 7/1/09 for Dir. Site Dev, Dir. of Technology,

After School Coordinator, Workability, 6.9% for Dir. of Bus, 8% for Dir. of Maint & Operarations,

Food Service Dir, OT, Transporation Director

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

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

Revised 7/1/13 - 2013-2014 Salary Schedule reflects 4 furlough days
Effective 7/1/14 - 5% added to the 2014-2015 salary schedule and elimination of Employer paid PERS
Effective 7/1/15 - 3.75% added to the 2015-2016 Salary Schedule, retro to 3/1/15

\*Contingent Upon Continuing Grant Funding \*Revised 10 26 15

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

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**SUBJECT:** 

Corrective Action for PI Year 3

- Evidence of Progress

REQUESTED BY:

Kerry Callahan

Assistant Superintendent

**DEPARTMENT:** 

**Educational Services** 

**MEETING DATE:** 

November 3, 2015

**AGENDA ITEM AREA:** 

Information

**ENCLOSURES:** 

Yes

FINANCIAL INPUT/SOURCE:

None

**ROLL CALL REQUIRED:** 

None

#### **BACKGROUND:**

WPUSD is in year three of Program Improvement (PI) and as a result has been assigned two corrective actions by the state department of education (CDE). These corrective actions are: (1) set aside 10% of our Title I allocation to provide professional development for teachers to strengthen the academic achievement of the LEA's students determined to be in greatest need of assistance, and (2) provide an annual evidence of progress update that summarizes our LEA Plan implementation and analyzes our progress towards student achievement goals based on local assessment data. Attached for your review is our 2014-2015 Evidence of Progress Report that was submitted to CDE on October 27, 2015.

#### **RECOMMENDATION:**

Administration recommends that the board receive the information.

Western Placer Unified School District (WPUSD) established a five-year LEA Plan for July 1, 2008 - June 30, 2013, with annual updates required. As there were no further updates established by CDE, the LEA Plan was extended for an additional year, through June 30, 2015. With this in mind, the WPUSD LEA Plan strategies and actions implemented during 2014–15 continued to follow through on preestablished districtwide goals.

Summarized below is our 2014-2015 progress toward meeting each of the five (5) LEA Plan goals.

### Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics.

Teachers continue to meet weekly in grade and/or subject alike Professional Learning Communities to refine instructional guides, common formative assessments, instructional strategies, and progress monitoring practices to support student learning.

District Action Teams for English language Arts (ELA) and Mathematics were established to develop curriculum unit maps that align with Common Core State Standards (CCSS). Grades TK-5 have completed unit maps for ELA and maps for Math I and Math II have also been completed. ELA unit maps for grades 6-12 will be finalized in the 2015-2016 school year, as will maps for TK-8 and Math III in Mathematics.

The District continued to use OARS as its online assessment and analytics system to support common formative and summative assessments and progress monitoring of learning. It was determined through a committee that OARS no longer is suitable in supporting the District's needs. Therefore, the District moved to EADMS for the 2015-2016 school year. Updated formative and summative assessments, aligned with CCSS, are being developed and will be implemented in the 2015-2016 school year.

The District adopted and implemented envisions and Digits from Pearson Publishing as its new CCSS aligned mathematics materials for K-8 and Carnegie Math I from Carnegie Publishing for Math I. Math II from Carnegie will be implemented in 2015-2016 and Math III in 2016-2017 as part of our planned phase in/out of integrated/traditional mathematics at our high schools (grades 9-12). All teachers of math were provided, at minimum, 1 ½ days of professional development to support them in implementing the newly adopted materials.

Intervention teachers and instructional aides provided reading and math interventions throughout the district in varying ways (additional classes for students at the middle and high schools and pull out support at the elementary schools). Additionally, all teachers are expected to provide differentiated instruction during class to support all students.

Lastly, all school site administrators and some teachers from First Street Elementary School were trained and provided coaching in brain-based direct instruction. The remaining teachers at First Street Elementary School and other select teachers throughout the district will be trained and provided coaching in the 2015-2016 school year.

Teachers and administrators had access to a plethora of trainings related to reading and mathematics achievement provided by the Placer County Office of Education. Additionally, the two district coaches for ELA and Math worked closely with teachers throughout the district (but targeted at Title I schools) to provide instructional coaching and support to teachers in need.

Performance Goal 2: All limited-English-proficient (LEP) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

Teachers continue to provide English Language Development (ELD) instruction for all English learners (ELs) with particular awareness of differentiated strategies to enhance support for long-term ELs. Planning around implementation of integrated and designated ELD is occurring to ensure we are updating our instruction and supports for ELs to align with the new ELA/ELD framework for CCSS. Teachers were provided minimal training in the new framework, but will continue to receive training in the 2015-2016 school year.

Teachers continue to meet weekly in grade and/or subject alike Professional Learning Communities to refine instructional guides, common formative assessments, instructional strategies, and progress monitoring practices to support English learners.

The unit mapping and instructional guides work of the District Action Teams, explicitly includes strategies and supports for English learners.

Curriculum Based Monitoring (CBM) continued to provide monthly snapshots of the progress of EL literacy, and class, school, and district charts were created to track the progress of ELS as well as analyze trends. Reclassified ELS continued to be monitored by the ELD and Intervention Services office and the identification students in need of immediate and/or strategic intervention was communicated directly to site staff and administrators.

Site administrators continue to monitor EL practices and placements to ensure meaningful access to the core curriculum.

Teachers who have been trained in Guided Language Acquisition Design (GLAD) strategies are utilizing such strategies and the District plans to offer a refresher course to teachers in the 2015-2016 school year.

#### Performance Goal 3: All students will be taught by highly qualified teachers.

Only 1 teacher in the district failed to meet the Cross-Cultural Language and Academic Development (CLAD) requirements, but retired at the end of the 2014-2015 school year. WPUSD continued to contract with outside vendors and with PCOE to provide professional development within our district. Teachers received further training in CCSS, including (for some) how to utilize their new (adopted for use starting fall 2014) mathematics materials. Additionally, administrators and teachers received training in brain-based direct instruction as well as curriculum mapping. We continue to support our focus on best first instruction.

Site teams attended the AVID Summer Institute in both July of 2014 and July of 2015 and the district upped its support for AVID; providing more professional development and resources than ever before.

Performance Goal 4: All students will be educated in learning environments that are safe, drug - free, and conducive to learning.

Site staff was further trained in Positive Behavioral Intervention and Supports (PBIS), which has been implemented at most sites, and both staff and parents were trained in Love and Logic to further promote positive behavior and engagement.

Leadership teams from all school sites (approx. 125 people) were trained in Youth development in either June or August 2015. They received strategies and tools for ensuring students are safe, connected, actively engaged at school, and held to high expectations.

WPUSD continued to address any concerns in the promotion of parent and community involvement through regularly scheduled District English Learner Advisory Committee (DELAC) and District Parent Advisory Committee (DAC) meetings that included Local Control Funding Formula (LCFF) / Local Control Accountability Plan (LCAP) training and pro-active participation in the development of the district LCAP.

#### Performance Goal 5:All students will graduate from high school.

Secondary administrators and counselors monitored placement and progress of ELs and underperforming students in ELA and Math as well as in support programs. Teachers trained in Guided Language Acquisition Design (GLAD) and brain-based direct instruction strategies utilized such strategies to support learning in their classrooms. Electives at GEMS to support long-term ELs in their content classes utilizing AVID strategies and vertically aligned curriculum were implemented. Blocks of support time (in varying fashions) were provided for students struggling throughout the district to support access to and success in ELA and Math.

California High School Exit Exam (CAHSEE) prep and summer school credit recovery were offered to address the district drop-out rate.

Site teams attended the AVID Summer Institute in both July of 2014 and July of 2015 and the district upped its support for AVID; providing more professional development and resources than ever before.

WPUSD provided all necessary communications to parents regarding student progress in a timely manner and, when necessary, through screened interpreters and translators.

WPUSD again planned a celebration of academic achievement in honor of reclassified ELs, AVID completers, and recipients of the California State Seal of Biliteracy. Parent participation at this event was phenomenal.

In the 2015-2016 school year, WPUSD will be looking to modify their high school graduation requirement to align with UC/CSUS A-G requirements. Additionally, they will be implementing an online credit completion program to support students at risk of not graduating in attaining the credits they need.

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

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SUBJECT:

2015-2016 District Advisory Committee for Career Technical Education (CTE)

**REQUESTED BY:** 

Kerry Callahan Assistant Superintendent

DEPARTMENT:

**Educational Services** 

**MEETING DATE:** 

November 3, 2015

**AGENDA ITEM AREA:** 

Action

**ENCLOSURES:** 

Yes

FINANCIAL INPUT/SOURCE:

None

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

The governing board of each school district participating in career technical education program shall annually appoint a career technical education advisory committee to develop recommendations and the program to provide liaison between the district and potential employers. The committee shall consist of one or more representatives of the general public (knowledgeable about the disadvantaged), students, teachers, business, industry, school administration, and the field office of the Employment Development Department (EDD).

Attached is the recommended 2015-2016 District Advisory Committee for Career Technical Education. We are still working to add additional members, but want to ensure current representatives are approved. As open slots are filled, recommendations for additional appointments will be brought to the board for approval.

#### RECOMMENDATION:

Administration recommends that the board appoint all members to the 2015-2016 District Advisory Committee for Career Technical Education.



# 2015-2016 District Advisory Committee for Career Technical Education (CTE)

Wember* Name	Company/Organization	Industry Sector
Debbie Tofft	WPUSD - CTE Teacher	Arts, Media & Entertainment
Matt Tofft	PCOE - CTE Teacher	Arts, Media & Entertainment
Sarah Daerow	Golden Sierra Job Training Agency	Employment Development Department
Jessica Armistead	WPUSD - CTE Teacher	Agriculture & Natural Resources
Barret Hess	WPUSD – CTE Teacher	Agriculture & Natural Resources
Morgan Perry	WPUSD - CTE Teacher	Agriculture & Natural Resources
Scott Seacrist	WPUSD – CTE Teacher	Engineering & Architecture
Amanda Retallack	WPUSD – CTE Teacher	Health Science and Medical Technology
Jay Berns	WPUSD – LHS Principal	NA
Kerry Callahan	WPUSD – District Administrator	NA
Kathleen Leehane	WPUSD – District Administrator	NA
TBD	Sutter Roseville Med Center	Health Science and Medical Technology
TBD	The Medical History Museum	Health Science and Medical Technology
TBD	Sacramento State University	Health Science and Medical Technology
TBD	TBD	Engineering & Architecture
TBD	TBD	Engineering & Architecture
TBD	TBD	Engineering & Architecture
Pat McCartney	Farm Foundation – Treasurer	Agriculture & Natural Resources
Mike Broyer	Farm Foundation – Secretary	Agriculture & Natural Resources
Jackie Davis	Farm Foundation – Vice President	Agriculture & Natural Resources
Ben Wing	Farm Foundation – President	Agriculture & Natural Resources
Adam Planas	Camp Creative	Arts, Media & Entertainment
Connor Hopkins	theghostfiles.tv	Arts, Media & Entertainment
Brian Rutz	AJA Video (Retired)	Arts, Media & Entertainment
Chander Mohan	Chander Mohan Productions	Arts, Media & Entertainment
Debbie Brown	Debbie Brown Photography	Arts, Media & Entertainment
Joe Silva	joesilva productions	Arts, Media & Entertainment
Sarah Batenberg	WPUSD - LHS Student	Arts, Media & Entertainment
Rachel Sprague	WPUSD - LHS Student	Arts, Media & Entertainment
Jake Poulsen	WPUSD – LHS Student	Arts, Media & Entertainment
Savannah Sanchez	WPUSD – LHS Student	Health Science and Medical Technology
Serentiy klovach	WPUSD – LHS Student	Health Science and Medical Technology
Corrinne O'Callaghan	WPUSD - LHS Student	Health Science and Medical Technology
TBD	WPUSD – LHS Student	Agriculture & Natural Resources
TBD	WPUSD - LHS Student	Agriculture & Natural Resources
TBD	WPUSD - LHS Student	Agriculture & Natural Resources
TBD	WPUSD - LHS Student	Engineering & Architecture
TBD	WPUSD - LHS Student	Engineering & Architecture
TBD	WPUSD - LHS Student	Engineering & Architecture

<sup>\*</sup>Members are subject to change

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

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SUBJECT:

AGENDA ITEM AREA:

2014-15 District Goals and Objectives Final Report

Information/Discussion

REQUESTED BY:

**ENCLOSURES:** 

Scott Leaman, Superintendent

Yes

**DEPARTMENT:** 

FINANCIAL INPUT/SOURCE:

District Office All sources

MEETING DATE: November 3, 2015 **ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

The final report for our 2014-15 goals and objectives are being presented to the Board. Future goals and objectives will be modified based on the Local Control Accountability Plan.

#### RECOMMENDATION:

Accept the final report.

## Draft Goals and Objectives for the Management Team 2014-15

Initial Draft: September 17, 2014

Board Review and Input: October 7, 2014

Board Approval: October 21, 2014 Final Presentation: November 3, 2015

#### **MISSION STATEMENT:**

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

#### ADOPTED 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.

Goal #1 Develop and continually upgrade a well articulated K-12 academic program

Objective	Background	Benchmark		Actions/	Final
) Ojouwo	15works Overton	DOING INCOME.		·	A DIVERD
				Responsibility	
1a - Successfully	1a – The state of California	1a – By June 2015, All schools		Fully implement our new	New Math
prepare for and	has adopted new standards	will prepare students to		mathematics curriculum	adoption fully
administer all	for students' academic	successfully complete their		(TK-12) aligned with the	implemented.
required	achievement and a new	required CAASPP		new state content	Common Pacing
assessments	aligned accountability	assessments, establishing our		standards for student	established for
through the	system know as CAASPP.	district and school baselines.		learning.	TK-6 ELA and
California	In the spring of 2015,	Baseline results from	•	Develop common pacing	Math I and II.
Assessment of	students in grades 3-8 and	2014-2015 will be presented		schedules, formative	Teams are still
Student	11 will be required to take	to the Board in the Fall of		assessments, and best	working on
Performance and	various assessments	2015.		instructional strategies in	developing
Progress	to determine their			Math, ELA, and Science	common pacing in
(CAASPP)	proficiency in English			to monitor student	other subject areas.
Program to	Language Arts, Math, and			progress toward standards	We are still working
establish our new	Science. These results will	occupant		proficiency.	on fully
baseline for	be used to establish our		•	Provide structured and	implementing
tracking growth in	district and school			integrated ELD	integrated and
student	achievement baselines.			instruction to English	designated ELD.
achievement over	These baselines and future			learners to accelerate their	Processes are in
time.	will be used to set future			basic and academic	development to
	achievement goals and to			language development.	slowly move to a
	hold us accountable for		6	Ensure all students	learning center
	growth.			(including special	model for special
				education and English	education to ensure
-				learner) have access to	students have more
-				grade-level appropriate	access to core.
				(core) standards,	Students were
					successful in taking

			curriculum and instruction.  • Provide simulations for students to practice with online assessments tools to better prepare them for the technological aspects of the state assessments.	the SBAC assessments.
			Asst. Supt. of Ed Services  Director of Ed Services  Director of Spec Ed Director of Tech Principals All Staff	
1b – Plan and enhance opportunities within the curriculum for academically achieving students.	1b – Academic high achieving students require increased opportunities based on their capabilities.	1b – By June 2015, fifty-five percent (55%) of students will meet A-G requirements.  Additional Lincoln and Phoenix High School courses will be identified for A – G credit and/or 2 + 2 agreements with Sierra College. Advanced Placement (AP) courses will be offered.  GATE/ Differentiation Certification Professional Development workshops will be offered.	<ul> <li>Increase and track A-G opportunities &amp; attainment</li> <li>Support and increase enrollment in AP courses</li> <li>Support district GATE and High Achiever programs</li> <li>Increase 2 + 2 credit courses</li> <li>Offer GATE Certification</li> <li>Revise course offerings at PHS to provide A - G credit for students</li> </ul>	A-G rates are still rising as are AP enrollment rates. Per LCAP we are working on updating our Graduation requirements to align with A-G. Communications with Sierra College for dual/concurrent enrollment are still in process. GATE and High Achiever students were identified and supported. No teachers received

			LHS and PHS Admin and Staff/ Asst. Supt. of Ed Services	further GATE certification.
1c – Support/monitor local special education offerings.	1c – In recent years, the district has brought many special education programs back to the district; percentage of special needs students has increased.	1c- By June 2015, all programs will be appropriately staffed, all students will be appropriately placed, and all staff will have adequate support to ensure their abilities to provide exemplary services and supports to all our students with special needs.	Implement special education staffing manual     review student placements and make adjustments and needed     provide monthly PLC supports and trainings to special education staff     Provide training and supports to Gen Ed teachers who provide supports to special education students	Special education staffing manual implemented. Monthly PLCs are occurring and student placement is being monitored closely. Training for paraprofessionals has begun and limited opportunities for Gen Ed teacher training have been available.
			Director of Spec Ed/ Asst. Supt. of Ed Services/Spec Ed Staff/Principals / All Staff	

1d – Support/ monitor alternative education programs.	1d- Not all students respond to traditional K-12 programs. For some students an alternative program is most helpful and appropriate.	1d-By June 2015, increase alternative education offerings in the district and evaluate future options to assist students.	<ul> <li>Develop a plan to expand Independent Study options for students</li> <li>Pursue concurrent enrollment in various secondary and postsecondary programs</li> <li>Research and adopt a district platform for online learning for credit recovery, enrichment, etc.</li> <li>Asst. Supt. of Ed Services/PHS and LHS Admin/ Asst. Supt.</li> </ul>	PHS is piloting an IS program. We are still pursuing concurrent enrollment opportunities. Credit Recovery Program has been developed and will begin in Jan 2016.
1f – Fully implement the newly adopted state standards for ELA/ELD; Literacy in Hist./Soc. Sci., Science, and Technical Subjects; and Mathematics. Begin preparing for the adoption of the Next Generation Science Standards.	1f – Common Core State Standards (CCSS) were adopted by the State of California in 2010 and replace the 1997 California State Standards. Districts and County offices will be assessed and held accountable for the new standards in 2014-2015. The state is in the process of adopting the Next Generation Science Standards to replace the 1998 state standards.	1f – By June, 2015, all core academic teachers and special education teachers will be fully implementing the newly adopted standards, or preparing to implement (Science). Peer Coaches will provide support. Ongoing professional development will be provided to support the development of effective curricular lessons, assessments, and best instructional practices aligned with the new standards.	<ul> <li>of HR/ Asst. Supt. of Business</li> <li>Fully implement WPUSD         Common Core State         Standards</li> <li>Fully implement newly         adopted mathematics         materials aligned with         state standards</li> <li>Provide PD for teaching         staff</li> <li>Continue Peer Coach         Program</li> <li>Develop common pacing         schedules, formative         assessments, and best         practices to support         student learning</li> <li>Develop a plan to support         ELD K-12 through</li> </ul>	CCSS are being implemented and teachers continue to be provided supports as they make shifts in instructional practices. PD is readily available and our peer coaches are busy working with teachers to improve teaching and learning. Common pacing and assessments are still in development.

1g- Continue Local Control Funding Formula with Adequate Reserves/Review, Update and Adopt a Local Control Accountability Plan	1g –2014-15 is the second year of funding through the Local Control Funding Formula (LCFF). Districts are required to report progress on prior year. The 2014-15 Local Control Accountability Plan (LCAP) was adopted and approval by the Board by July, 2015.	1g – By June 2015, submit a 2015-16 budget to the Board with adequate reserves to maintain positive certification. By July, 2015 submit a compliant 2015-2016 Local Control Accountability Plan to the Board for review and approval.	structured and/or integrated instruction  Asst. Supt. of Ed Services/Director of Ed Services/Peer Coaches/Principals/ All Staff  • Update the Board on budget issues • Continue to hold multiple informational meetings with various stakeholders of LCAP • Disseminate information about LCFF and LCAP • Gather input on LCAP • Respond to questions from various stakeholders	Plans for ELD are still in the works and will be fully implemented in 2016-2017.  Budget updates were provided to the board at Adopted, First Interim and Second Interim reporting. 2015-16 Adopted Budget presented and approved by the Board with adequate reserves and a positive certification. LCFF and LCAP informational updates provided to the various stakeholder groups throughout the fiscal year. PCOE approved both
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1h - Increase teacher and student use of technology	1h - Common Core State Standards, SBAC assessments and new curriculum require greater use of technology in the classroom and for learning.	1h - By June 2015, teachers will be implementing WPUSD Revised Technology Standards with fidelity to ensure increased teacher and student use of technology. The district will work closely with sites to assess usage of technologies and the needs for additional tools, resources, etc.	Superintendent/ Asst. Supt. of Ed Services/ Asst. Supt. of Business/ District Office Administration/ All Staff  • Site Tech Trainers will provide site-level leadership and professional development and assistance; site administration will model and use technology regularly.  • Monthly PD will be provided to support staff use of educational technologies  • Secondary sites will pilot Schoology a web-based Learning Management System (LMS) to support student learning and enhance communication amongst staff, students, and parents  • Assess adequacy of current technologies and needs for more support	Site tech trainers are working fervently to support teachers throughout the district. Schoology is operational at all secondary schools and JupiterEd has been added to the elementary schools. A district standard for technology is being developed and plans for continued improvements and updates to technology are in process.
			Director of Tech/ Asst. Supt. of Business/ Asst. Supt. of Ed Services/ Principals/Site Tech Trainers/ All Staff	

Goal #2 Foster a safe, caring environment where individual differences are valued and respected

Objective	Background	Benchmark	Actions/	Final
			Responsibility	
2a – Continue to create consistent and caring environments for students.	2a – Positive student attendance and behavior are an integral part of a successful education.	2a – By June 2015, ensure that established supports are in place to reinforce positive student behavior and attendance. Strengthen where needed.	<ul> <li>Provide district and site attendance goals and incentives of +.5% above last three year average</li> <li>Continue to monitor SARB and SAM processes</li> <li>Continue to monitor CARE program at LHS 2014-2015.</li> <li>Continue to monitor Building Effective Schools Together (BEST) and Positive Behavioral Interventions and Supports (PBIS) programs at selected sites</li> <li>Add PBIS at TBES and SES</li> <li>Provide Behavior/Mental Health Specialist supports</li> <li>Pursue additional monies to support Youth Development</li> </ul>	sARB and SAM are being monitored as is CARE at LHS. PBIS is in full swing at PBIS schools and TBES and SES are on board with PBIS. Youth Development training was provided and will continue to be supported.
			Asst. Supt. of Ed Services/Asst. Supt. of Business/Director of Ed Services/ Director of Spec Ed/PHS Principal/ Other Selected Principals/ Behavior/Mental Health Specialists/ Selected Staff	

Goal #3 Provide facilities for all district programs and functions that are suitable.

Objective	Background	Benchmark	Actions/	Final
			Responsibility	
3a – Continue process of Division of State Architect (DSA) Close-Outs on all District sites.	3a – As the State of California via DSA have made Close Out of all school construction projects mandatory, and often a condition of approval for future projects, all California school districts have the need to close out any and all outstanding past projects in compliance with DSA's standards.	3a – Seventy-five percent (75%) of all open projects will be closed out by June 30, 2015.	Continue the process of working on closing out sites and projects     Update board of progress	The remaining open projects are the most challenging to close. The Director of Facilities continues to move forward with closing out projects as DSA reviews and approves specific projects. Staff continues to developing and update the associated costs and major removations for remaining open projects.
			Asst. Supt. of Business/Facilities Director	

3b - Create and maintain a safe, clean, healthy learning environment consistently and equitably at all school sites.	3b - WPUSD has 11 unique school sites each with unique maintenance and custodial needs.	3b - Continue to complete and update the CASH Facility Inspection Tool for each site with focus on improvement on areas of concern from Facility Inspection Tool (FIT) analysis.	<ul> <li>Review the FIT form with the staff and work with them to complete the form</li> <li>Prioritize necessary maintenance and improvements by June 2015.</li> <li>Provide staff with training opportunities as necessary to complete the improvements identified in the FIT forms.</li> </ul>	Facilities Inspection Tool forms were completed in October and December 2014. Projects requiring necessary maintenance and repair were prioritized for work to be performed in the 2015-15 school year. The 2015-16 Routine Repair and Maintenance budget increased significantly allowing for repairs and improvements to be scheduled and completed. Staff continue to receive the necessary trainings to perform their work.
			Asst. Supt. of Business/Director of Maintenance	
3c – Continue to explore options for funding school modernization and	3c - With new development starting again in Lincoln, it is important the district	3c – Based on updated Facility Master Plan, build relationships with	Advocate for adequate student housing funding with city and county officials, developers, and community.	WPUSD Facilities Master Plan updated June 2014. In November 2014

				T
construction from	continue to educate city	city staff, city council,	<ul> <li>Keep abreast of the changing</li> </ul>	Measure A G.O.
the state level to	and county officials as	and developers.	regulations on the all State Funding	Bond was passed
private grants.	well as developers		programs and take steps to ensure	by the community.
	regarding the funding		that WPUSD is in line with those	The funds will be
	shortfall that exists for		requirements	used to modernize
	new school facilities.		Continue working in good faith	and increase
			with future Villages within the City	capacity at Lincoln
			of Lincoln sphere of influence to	High School and
			negotiate funding for future schools	begin the process
			Research grants and funding	of building a new
			sources as they become available	comprehensive
			Í	high school in the
				Twelve Bridges
				area. A Bond
				Oversight
				Committee was
				created and
				meetings have
				begun.
				Staff has developed
				and submitted to
				the DSA approval
				for the
				construction
				project of
				California Career
				Pathways Trust
				Agriculture grant.
		***************************************		Continued work
	Page			with future Villages
				within City of
	partition of the state of the s			Lincoln to

				negotiate funding for future schools.
			Asst. Supt. of Business/ Facilities Director	
3d – Implement the CCPT grant at the Lincoln High School Farm site and formally acquire Mariner (Rockwell) Ranch.	3e – The district received a 4.4 million dollar grant focused on career technical education. The district also was selected to acquire an additional 500 acres from CalTrans.	3e – By June 2015, working with the Farm Foundation, the grant will be implemented by the district and the agreement with CalTrans will be finalized.	Work with the Farm Foundation on implementing conservancy options     Finalize purchase of Mariner Ranch	Grant activities are on track and construction will begin the summer of 2016. Personnel funded by the grant were hired.
			Superintendent/LHS Principal/Farm Foundation	

## Goal #4 Promote the involvement of the community, parents, local government, business, and service organizations as partners in the education of students.

Objective	Background	Benchmark.	Actions/	Final
			Responsibility	
4a – Increase	4a – Timely	4a – By June 2015, school and	District and Sites update websites	Public Relations
communication	communication,	district websites will be	District Office staff will attend City	will be contracted
content and outlets	both proactive	consistently updated in a timely	Council meetings	for the 2015-16

through the use of appropriate technologies, information, and community resources	and reactive, is important for parents and the greater community to partner with schools.	manner. The school district will have a presence at City Council meetings. Service organizations will be visited. Build relationships with local realtors.	Services Organizations visited     Community resources utilized     Realtor activities organized  All Administrative Staff/Other Selected Staff	school year. Organizations visited when invited.
4b – Communication and collaboration with the city will be increased.	4b – Joint partnerships and support including joint use facility agreements, joint future school facility planning, and the library assist district families and community members. Ongoing joint collaborative meetings take place throughout the year. City support for adequate school facilities in the Villages and infill will be sought.	4b – By June 2015, collaboration meetings with the city will continue and other avenues of partnership will be evaluated. City support for appropriate educational facilities will be garnered. Streamlined Joint Use Agreements will be authored.	<ul> <li>Hold meetings with city manager</li> <li>Update joint use agreements, as needed</li> <li>Meet with the City concerning Village educational facilities including small group and workshop settings</li> <li>Author a common Joint Use Agreement</li> </ul>	City meetings have increased and 2 + 2 meetings were scheduled. Joint use updates will be finalized next year.

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

Objective	Background	Benchmark	Actions/	Final
	BERTALINA AND AND AND AND AND AND AND AND AND A		Responsibility	
5a – Continue Student Wellness Committee co-chaired by the Food Service Director and the Assistant Superintendent of Business to comply with the Reauthorization Act of 2004.	5a – WPUSD has updated the wellness policy as required including developing measurable goals for nutrition education. and physical activity.	5a -As of June 2014, The committee consist of members from food services, physical education, Board of trustees, teachers, nurses, principals, administration and students. The committee was not able to gather volunteers for parent representation. By June 2015, the committee will have a parent representative on the committee. Also, by June 2015, the committee will perform a nutrition and physical activity awareness survey with students.	<ul> <li>Measure nutrition and physical activity awareness through a student survey developed by the committee.</li> <li>Continue to publish nutrition guidelines for all foods sold on campus through the WPUSD Food Service website</li> <li>Measure the effectiveness of the committee by evaluating the participation of parents and students.</li> <li>Research grant funding for opportunities to support the student wellness committee goals.</li> </ul>	The Student Wellness Committee has met and a student survey was completed to evaluate the nutrition services department, and food offerings. The committee continues attempts to increase the committee participation in the areas of parent and students.

			Asst Supt Business/Asst Supt Ed Services/Assistant Supt Personnel / Director of Food Services and Food Services Department	
5b – Establish a protocol for Suicide Prevention and Response	5b – Like many communities, suicide and attempted suicide is an ongoing issue.	5a -By June 2015, a protocol will be established that addresses possible suicides and attempts. Suicide prevention activities will be initiated.	Protocol written     Sites trained on protocol     Prevention activities planned and initiated	Youth Development and other trainings have been provided to support schools in responding to mental health issues.
			Superintendent/Deputy Superintendent/School Psychologists/PCOE Staff/	

#### 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:

AGENDA ITEM AREA:

Adoption of Revised/New

Policies/Regulations/Exhibits

REQUESTED BY:

**ENCLOSURES:** 

Yes

Action

Scott Leaman Superintendent

**DEPARTMENT:** Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

**ROLL CALL REQUIRED:** 

November 3, 2015

No

#### BACKGROUND:

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

• AR 4161.8 Family Care and Medical Leave

#### RECOMMENDATION:

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

#### MANUAL MAINTENANCE GUIDESHEET

### **July 2015** Page 1 of 1

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

### **AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave** (AR revised)

Regulation updated to reflect NEW TITLE 2 REGULATIONS (Register 2015, No. 17) which retitle, renumber, and amend certain provisions implementing the California Family Rights Act, including the definition of "serious health condition," medical certification of the need for the leave, and refusal to reinstate an employee if the leave was fraudulently obtained by the employee. Renumbered Title 2 regulations related to pregnancy disability leave and other legal cites updated throughout the AR. Regulation also reflects NEW LAW (SB 1306, 2014) which revises the definition of marriage and thus affects the definition of "spouse."

For Board Approval: November 3, 2015

#### FAMILY CARE AND MEDICAL LEAVE

4361.8

The district shall not interfere with, restrain, or deny the exercise or attempted exercise by any eligible employee of his/her right to any family care and medical leave or pregnancy disability leave (PDL) provided through the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA), nor shall it discharge or discriminate or retaliate against any employee for his/her involvement in any inquiry or proceeding related to any leave under any of these laws or his/her opposition to or challenge of any unlawful district practice in relation to any rights granted by any of these laws. (Government Code 12945, 12945.2; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

#### **Definitions**

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 29 USC 2611)

Eligible employee for FMLA and CFRA purposes means an employee who has at least 12 been employed with the district for at least 12 months of service with the district, and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. Full-time teachers are deemed to meet the 1,250 hours of service requirement. (Government Code 12945.2; 29 USC 2611; 29 CFR 825.110)

Full-time teacher means an employee whose principal function is to teach and instruct students in a class, a small group, or individual setting. (29 CFR 825.800)

Employee disabled by pregnancy means a woman who, in the opinion of her health care provider, is unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or other persons; or who is suffering from severe "morning sickness" or needs to take time off for any pregnancy-related condition including, but not limited to, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, or recovery from childbirth or loss or end of pregnancy. (2 CCR 7291.2)

Parent means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 7297.0; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either of the following: (Government Code 12945.2; 29 USC 2611; 29 CFR 825.1134-825.115)

- 1. Inpatient care in a hospital, hospice, or residential health care facility
- 2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive days
  - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
  - c. For purposes of leave under Family Medical Leave Act (FMLA), Any period of incapacity of treatment due to pregnancy or for prenatal care under FMLA
  - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
  - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300. In addition, for purposes of CFRA, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5, 300; 2 CCR 7297.0; 29 CFR 825.122)

#### Eligibility

The district shall grant family care and medical leave FMLA or CFRA to eligible employees for the following reasons: (Family Code 297.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

- 1. Because of The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child. by the employee.
- 2. To care for the employee's child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition.
- 3. Because of The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position. However, for purposes of leave under the California Family Rights Act (CFRA), this does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
- 4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
- 5. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined, of the servicemember

In addition, the district shall grant any pregnant female employee PDL during pregnancy, when she is disabled by pregnancy, childbirth, or any related medical condition. (Government Code 12945; 2 CCR 7291.4)

The district shall not interfere with, restrain, or deny the exercise of any right provided to an eligible employee under the law. Also, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)

(cf. 4030 Nondiscrimination in Employment)

#### Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. (29 USC 2612; Government Code 12945.2)

This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

In addition, for each pregnancy, a female employee shall be entitled to PDL for the period of the disability not to exceed four months. (Government Code 12945; 2 CCR 7291.9)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks for the reason of the birth of her child, if the child has been born by this date (e.g., baby bonding), whether or not she or the child has a serious health condition or disability. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945, 12945.2; 2 CCR 7291.13, 7297.6)

Leave taken pursuant to the state CFRA shall run concurrently with leave taken pursuant to the federal FMLA, except in the following circumstances:

- 1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA. (Family Code 297.5)
- 2. Leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time, or other paid leave. Such FMLA leave shall run concurrently with any pregnancy disability leave taken by the employee, except that CFRA leave shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2)

(cf. 4161.1/4361.1 Personal Illness/Injury Leave) (cf. 4261.1 Personal Illness/Injury Leave)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not have to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. (2 CCR 7297.3; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks. This restriction shall apply whether the parents are married, not married, or registered domestic partners. (Government Code 12945.2; 29 CCR 7297.1; USC 2612)

#### Use/Substitution of Paid Leave

An employee shall substitute his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district for any FMLA or CFRA leave not involving his/her own serious health condition or pregnancy disability. For the employee's PDL or FMLA or CFRA leave due to his/her own serious health condition, the employee shall use accrued sick leave pursuant to the collective bargaining agreement and/or Board policy and may use accrued vacation leave and other paid or unpaid time off at his/her option. (Government Code 12945, 12945.2; 2 CCR 7291.11; 29 USC 2612)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

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(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)
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During the period of family care and medical leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. If the leave is because of the employee's own serious medical condition, the employee shall use accrued sick leave pursuant to collective bargaining agreements and/or Board policy. (29 USC 2612; Government Code 12945.2)

#### Intermittent Leave/Reduced Leave Schedule

PDL and family care and medical leave related to the for the serious health condition of the an employee or his/her child, parent, spouse, or registered domestic partner may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious medical health condition. However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave, not to be greater than one hour. (2 CCR 7291.9, 7297.3; 29 USC 2612)

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or family member, the district may require the employee to transfer temporarily to an available alternative position. The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of the medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

#### Request for Leave

An employee shall provide at least verbal notice sufficient to make the district aware of the need to take PDL or family care and medical leave and the anticipated timing and duration of the leave. (2 CCR 7291.17, 7297.4)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)

If an employee's need for leave is foreseeable, When the need for the PDL or family care and medical leave is foreseeable, the employee shall provide the district with at least 30 days reasonable advance notice for the leave. If an employee's need for leave is foreseeable due to a planned medical treatment or supervision, The employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval, any planned appointment or medical treatment or

supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7091.17, 7297.4)

When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. (2 CCR 7291.17, 7297.4)

#### **Certification of Health Condition**

Within five business days of an employee's A request by an employee for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, or to care for a child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition, shall be supported by a certification from the health care provider of the employee or such other person as applicable. the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 7297.4; 29 CFR 825.305)

The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)

- 1. The date on which the serious health condition began
- 2. The probable duration of the condition
- 3. If the employee is requesting leave to care for a child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition, the health care provider's certification of both of the following:
  - a. Statement that the serious health condition warrants the participation of a family member to employee to provide care during a period of the treatment or supervision of the child, parent, spouse, registered domestic partner, or child of a registered domestic partner
  - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, spouse, registered domestic partner, or child of the registered domestic partner

- 4. If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification a statement that due to the serious health condition, he/she the employee is unable to work at all or is unable to perform one or more essential functions of his/her job
- 5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

If the district doubts the validity of a certification that accompanies a request for leave, the district may require the employee to obtain a second opinion from a district approved health care provider, at district expense. If the second opinion is contrary to the first, the district may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2)

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above. (29 USC 2613; Government Code 12945.2)

In addition, at the employee's option, the certification may include a diagnosis identifying the serious health condition. (2 CCR 7297.0)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA as long as there is no harm to the employee. (29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 7291.17)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 7291.17)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 7291.17)

The Superintendent or designee shall not request any genetic information, as defined in 42 USC 2000ff, from any employee or his/her family member except as necessary to comply with a certification requirement for PDL or FMLA/CFRA leave purposes or with the prior written authorization of the employee. Any such genetic information received by the district shall be kept confidential in accordance with law. (42 USC 2000ff-1, 2000ff-5)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 7291.17; 29 USC 2613)

#### Fitness for Duty

Upon expiration of an employee's who take PDL or family care and medical leave taken for their his/her own serious health condition,s the employee shall present certification from their health care provider to the effect that he/she is they are able to resume work.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

#### Rights to Reinstatement and Maintenance of Benefits

Upon granting an employee's request for PDL or family care and medical leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 7291.10; 29 USC 2614)

However, The district may refuse to reinstate an employee returning from family care and medical leave, to the same or a comparable position if all of the following apply: (Government Code 12945.2; 29 USC 2614)

- 1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.
- 2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
- 3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

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(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)
(cf. 4317.3 - Personnel Reduction)
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An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time or if the employee is terminated for reasons unrelated to the leave, he/she is not entitled to reinstatement, provided the district has no continuing obligations under a collective bargaining agreement or otherwise. (29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 7291.10)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 20 USC 2614)

For up to a maximum of four months for PDL period of or 12 work weeks, for other the district shall continue to provide an eligible employee on family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. If the employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence, or onset of a serious health condition, other circumstances beyond his/her control, or returns to work and fails to either work for 30 days or retires, tThe employee shall reimburse the district for premiums paid during the family care and medical leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12954.2; 2 CCR 7291.11; 209 USC 2614; 29 CFR 80025.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, he/she-the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; CCR 7291.11)

#### Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a military member is on covered active duty or call to covered active duty status for one or more qualifying exigencies. (29 USC 2612; 29 CFR 825.126)

Military member means an employee's spouse, son, daughter, or parent on covered active duty or call to covered active duty status. (29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

- 1. Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment)
- 2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
- 3. Arrange childcare or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
- 4. Make or update financial and legal arrangements to address a military member's absence
- 5. Attend counseling provided by someone other than a health care provider
- 6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, Rest and Recuperation leave during deployment
- 7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
- 8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
- 9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

#### Military Caregiver Leave

The district shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

- 1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
- 2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

- 1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
- 2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
  - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
  - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
  - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran

d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

#### **Notifications**

The Superintendent or designee shall provide the following notifications post-notices about federal and state law related to PDL or FMLA/CFRA leave: family care and medical leave in a conspicuous place. Information about employee rights and obligations related to such leaves shall also be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)

At least the first time in each six-month period that an employee requests family care and medical leave, the Superintendent or designee shall provide written notice detailing specific expectations and obligations, and explaining any consequences of a failure to meet these obligations. The notice shall include: (29 CFR 825.301)

- 1. A statement that the leave will be counted against the employee's annual family care and medical leave entitlement
- 2. Any requirements for the employee to furnish medical certification of a serious health condition and the consequences of failing to provide the notice

1. General Notice: Information explaining the provisions of the FEHA and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 7291.16, 7297.9; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the leave, when the need for the leave is reasonably foreseeable. (2 CCR 7291.17, 7297.4)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

- 2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 7291.16; 29 CFR 825.300)
- 3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)
- 3. The employee's right to substitute paid leave, conditions related to any substitution, and whether the district requires this substitution
- 4. Health benefit arrangements
- 5. If applicable, the employee's status as a "key employee" and information related to restoration of that status
- 6. The employee's right to restoration to the same or an equivalent job
- 7. The employee's potential liability for health benefits should the employee not return to service
- 8. The district's requirement that the employee, upon return, present medical certification to the effect that he/she is able to resume work

- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to substitute paid leave, whether the district will require substitution of paid leave, conditions related to any substitution, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. If applicable, the employee's status as a "key employee," potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

#### Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference: (see next page)

#### Legal Reference:

#### **EDUCATION CODE**

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

12946 Fair Employment and Housing Act; discrimination prohibited

CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 Sex discrimination: pregnancy and related medical conditions

7297.0-7297.11 Family care leave

#### UNITED STATES CODE, TITLE 1

7 Definition of marriage

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

**COURT DECISIONS** 

United States v. Windsor, (2013) 699 F.3d 169

Re Marriage Cases, (2008) 43 Cal.4th 757

Faust v. California Portland Cement Company, (2007) 150 Cal. App. 4th 864

Tellis v. Alaska Airlines (9th Cir., 2005) 414 F.3d 1045

#### Management Resources:

#### FEDERAL REGISTER

The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers **WEB SITES** 

California Department of Fair Labor and Housing: http://www.dfeh.ca.gov

U.S. Department of Labor, Compliance Assistance, FMLA: http://www.dol.gov/esa/whd/fmla

Regulation

#### WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: September 4, 2007 revised: October 20, 2009 revised: August 18, 2015

Lincoln, California