

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

MEMBERS OF THE GOVERNING BOARD

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

ADMINISTRATIVE/MANAGEMENT PERSONNEL

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

STUDENT ENROLLMENT

<u>School</u>	<u>9/4/03</u>	<u>9/12/03</u>
Sheridan Charter School (K-8)	168	170
Sheridan School Independent Study (SSIS)	26	28
First Street School	576	579
Carlin C. Coppin Elementary (K-5)	566	565
Creekside Oaks Elementary (K-5)	677	672
Glen Edwards Middle (6-8)	928	925
Lincoln High School/Lincoln North	1027	1020
Phoenix High School	63	61
PCOE Home School	8	8
TOTAL:	4039	4028
<u>Phoenix Infant/Toddler</u> 21	<u>Kindergarten Readiness:</u> 32	
<u>Preschool/Head Start</u>		
First & J Streets 22		
Sheridan Program 22		
Carlin Coppin Program 22		
<u>Adult School</u>		
Citizenship/ESL >		
Evening Classes		
Adult Ed. Child Care		

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.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
OCTOBER 7, 2003, 7:00 P.M.
LINCOLN HIGH SCHOOL – PERFORMING ARTS BUILDING
790 “J” STREET, LINCOLN, CA**

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

AGENDA

6:00 P.M. OPEN SESSION - Administrative Conference Room – D.O.

1. Call to Order
2. Announce Closed Session Items
3. Adjourn to Closed Session

6:05 P.M. CLOSED SESSION - Administrative Conference Room – D.O.

1. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 03/04 (B)
 - b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 03/04 (C)
 - c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 03/04 (D)
 - d. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 03/04 (E)
2. **CONFERENCE WITH LABOR NEGOTIATOR**
 - a. Name any employee organization with whom negotiations to be discussed are being conducted. – None.
 - b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
 - >Classified Confidential Employees
 - >Classified Management Employees
 - >Certificated Management Employees
 - c. Identify by name the agency’s negotiator – Jay M. Stewart and Roger R. Yohe

3. ADJOURN TO OPEN SESSION

7:00 P.M. OPEN SESSION - Performing Arts Building - LHS

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

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

1. STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

- a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 03/04 (B)
- b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 03/04 (C)
- c. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 03/04 (D)
- d. Student Discipline/Expulsion Pursuant To E.C. 48918
Student # 03/04 (E)

2. CONFERENCE WITH LABOR NEGOTIATOR

- a. Name any employee organization with whom negotiations to be discussed are being conducted. – None.
- b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
 - >Classified Confidential Employees
 - >Classified Management Employees
 - >Certificated Management Employees
- c. Identify by name the agency's negotiator – Jay M. Stewart and Roger R. Yohe

3. SPECIAL ORDER OF BUSINESS

3.1 Lincoln High School FFA Report

- The Future Farmers of America officers, along with Mr. Trueblood will be in attendance to update the Board of Trustees regarding their activities.

4. 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.

4.1 Approval of Minutes

- a. Regular Meetings of August 19, 2003, September 2, 2003, September 16, 2003; Special Meetings of August 20, 2003, August 22, 2003, September 15, 2003, September 24, 2003

Consent Agenda - Continued

- 4.2 Approval of Warrants
- 4.3 Ratification of Personnel Items
 - a. **Certificated:**
 - a.1 Ratification of Certificated Employment - None
 - b. **Classified:**
 - b.1 Ratification of Classified Employment - None
- 4.4 Approval of Resolution 03/04.12 Certifying for Purpose of Mandated Cost Eligibility, that the Availability and Configuration of Science Facilities Were Analyzed by the District it was Determined that to Provide the Mandated Science Classes, the District Should Remodel Science Classrooms
- 4.5 Ratification of Contract Between the Western Placer Unified School District and MHM Engineers & Surveyors to Provide Recommendations Regarding Parking and Traffic Control at Carlin C. Coppin Elementary School
- 4.6 Recognition of October 2003 as Character Education Month
- 4.7 Approval of English Language Acquisition Program (ELAP) Application
- 4.8 Approval of Student Teaching Agreement Between Western Placer unified School District and California State University, Chico
- 4.9 Approval of Resolution 03-04.15 Authorizing the Execution and Delivery of a Lease with Option to Purchase, and Authorizing Certain Actions in Connection Therewith

5. COMMUNICATION FROM THE PUBLIC

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

6. REPORTS & COMMUNICATION

- 6.1 Student Advisory – Karin Harrington, Lincoln High School
- 6.2 Western Placer Teacher's Association – Kris Knutson
- 6.3 Western Placer Classified Employee Association – Nancy Griffin
- 6.4 Superintendent
- 6.5 Assistant Superintendent(s)
 - 6.5.1 Jay M. Stewart
 - a. Facilities Update
 - 6.5.2 Scott Leaman
 - a. Program Focus Area:
 - 6.5.3 Bob Noyes, Personnel Director

7. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

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

- 7.1 (A) **A RESOLUTION (No. 03/04.13) NOTICE OF VACANCY ON SCHOOL DISTRICT GOVERNING BOARD AND PROVISIONAL APPOINTMENT OF DENNIS L. SONNENBURG TO SERVE UNTIL NOVEMBER, 2004 – Yohe (03/04 G &O, Components I- V)**
- The Board of Trustees will take action to approve Resolution 03-04.13 Notice of Vacancy on the School District Governing Board and appointing Dennis L. Sonnenburg until November 2004.
- 7.2 (I/D/A) **APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AND NORTHERN CALIFORNIA CONSTRUCTION AND TRAINING, INC. – Yohe (03/04 G &O, Components V)**
- The Board of Trustees will consider approving the Memorandum of Understanding with Northern California Construction and Training, Inc. providing funds and operating an introduction to the construction industry and the career opportunities and hands-on training experience for Lincoln High School students.
- 7.3 (D/I/A) **REVISION OF BOARD POLICY 4119.21 ALL PERSONNEL – DRESS AND GROOMING - Harris (03/04 G &O, Components IV)**
- The revision of this policy has been discussed at an earlier meeting; read and approved by the Policy Committee, and is being submitted for approval by the Board of Trustees.
- 7.4 (D/A) **REVISION OF POLICY 5111 ADMISSION and FIRST READING OF NEW REGULATION 5111 ADMISSION – Yohe (03/04 G &O, Components I)**
- The revision of this policy and regulation has been read and approved by the Policy Committee, and is being submitted for approval by the Board of Trustees. This keeps the district in compliance.

Continued:

- 7.5 (D/A) APPROVAL OF RESOLUTION 2003/04.14 ADOPTION OF THE FY 2003-04 WESTERN PLACER UNIFIED SCHOOL DISTRICT GANN LIMIT - Stewart** *(03/04 G & O, Components V)*
- Education Code Sections 1629 and 42132 specify that by September 30, county office and district governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their annual appropriations limit for the preceding year.

8. COMMENTS - BOARD OF TRUSTEES

8.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are NOT action items for tonight's meeting, but are noted here for continuing purposes and to ensure that when there are changes or new information they will be called up as Action/Discussion/Information.

- Relationship with Sierra Community College

8.2 CONSIDERATION OF SELECTION AND IMPLEMENTATION OF NEW DISTRICT LOGO

- At the request of Mrs. Harris, the samples, which were seen by the Board of Trustees at an earlier date, and placed on hold due to budget constraints, are being considered again.

8.3 MEMBER REPORTS/COMMENTS

9. ESTABLISHMENT OF NEXT MEETING (S)

- The President will establish the following meeting(s):
 - >October 21, 2003, 7:00 p.m. Lincoln High School, Performing Arts Building, Support Services Featured

10. 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: 10/2/03

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DISCLOSURE
OF ACTION
TAKEN IN
CLOSED SESSION,
IF ANY

WESTERN PLACER UNIFIED SCHOOL DISTRICT
CLOSED SESSION AGENDA

PLACE: **Administrative Conference Room – 810 J Street**
DATE: **October 07, 2003**
TIME: **6:15 p.m.**

1. LICENSE/PERMIT DETERMINATION
2. SECURITY MATTERS
3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
6. LIABILITY CLAIMS
7. THREAT TO PUBLIC SERVICES OR FACILITIES
8. PERSONNEL
 - PUBLIC EMPLOYEE APPOINTMENT
 - PUBLIC EMPLOYEE EMPLOYMENT
 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
 - COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE

9. CONFERENCE WITH LABOR NEGOTIATOR

10. STUDENTS

•STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
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- STUDENT PRIVATE PLACEMENT
- INTERDISTRICT ATTENDANCE APPEAL
- STUDENT ASSESSMENT INSTRUMENTS
- STUDENT RETENTION APPEAL, Pursuant to BP 5123

1. **LICENSE/PERMIT DETERMINATION**
 - a. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
 - a. Specify law enforcement agency
 - b. Title of Officer,
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
 - a. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
 - b. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
 - c. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.
4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
 - a. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
 - b. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
 - a. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
 - b. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. **LIABILITY CLAIMS**
 - a. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.
 - b. Agency claims against.
7. **THREATS TO PUBLIC SERVICES OR FACILITIES**
 - a. Consultation with: specify name of law enforcement agency and title of officer.
8. **PERSONNEL:**
 - A. **PUBLIC EMPLOYEE APPOINTMENT**
 - a. Identify title or position to be filled.
 - B. **PUBLIC EMPLOYEE EMPLOYMENT**
 - a. Identify title or position to be filled.
 - C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
 - a. Identify position of any employee under review.
 - D. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
 - a. It is not necessary to give any additional information on the agenda.
 - E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
 - a. No information needed
9. **CONFERENCE WITH LABOR NEGOTIATOR**
 - a. Name any employee organization with whom negotiations to be discussed are being conducted.
 - b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
 - c. Identify by name the agency's negotiator
10. **STUDENTS:**
 - A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - B. **STUDENT PRIVATE PLACEMENT**
 - Pursuant to Board Policy 6159.2
 - C. **INTERDISTRICT ATTENDANCE APPEAL**
 - a. Education Code 35146 and 48918
 - D. **STUDENT ASSESSMENT INSTRUMENTS**
 - a. Reviewing instrument approved or adopted for statewide testing program.
 - E. **STUDENT RETENTION/ APPEAL**
 - a. Pursuant to Board Policy 5123

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
2. 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, local government, business, service organizations, etc. as partners in the education of our students.

COMPLIANCE CHECK LIST

Complies with Board Policy ____
Complies with Site Plan (LIP) ____
Complies with Governance & Management Document ____
Complies with District Goals ____
Complies with District Mission Statement ____
Funding Sign-Off by J. Stewart ____

Personnel Sign-Off by B. Noyes ____
Program Sign Off by S. Leaman ____

SBLT Involvement ____
Initial

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
FACT SHEET**

SUBJECT:

Student Discipline/Expulsion
Student #03-04 B

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

October 7, 2003

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in
Regards to the expulsion of Student #03-04 B

SUPERINTENDENT'S RECOMMENDATION:

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

1.2

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
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4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.

COMPLIANCE CHECK LIST

Complies with Board Policy ____
Complies with Site Plan (LIP) ____
Complies with Governance & Management Document ____
Complies with District Goals ____
Complies with District Mission Statement ____
Funding Sign-Off by J. Stewart ____

Personnel Sign-Off by B. Noyes ____
Program Sign Off by S. Leaman ____

SBLT Involvement ____ Initial

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
FACT SHEET**

SUBJECT:

Student Discipline/Expulsion
Student #03-04 C

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

October 7, 2003

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in
Regards to the expulsion of Student #03-04 C

SUPERINTENDENT'S RECOMMENDATION:

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

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
2. 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, local government, business, service organizations, etc. as partners in the education of our students.

COMPLIANCE CHECK LIST

Complies with Board Policy ____
Complies with Site Plan (LIP) ____
Complies with Governance & Management Document ____
Complies with District Goals ____
Complies with District Mission Statement ____
Funding Sign-Off by J. Stewart ____
Personnel Sign-Off by B. Noyes ____
Program Sign Off by S. Leaman ____
SBLT Involvement ____
Initial

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
FACT SHEET**

SUBJECT:

Student Discipline/Expulsion
Student #03-04 D

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

October 7, 2003

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in
Regards to the expulsion of Student #03-04 D

SUPERINTENDENT'S RECOMMENDATION:

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

1.0

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
2. 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, local government, business, service organizations, etc. as partners in the education of our students.

COMPLIANCE CHECK LIST

Complies with Board Policy ____
Complies with Site Plan (LIP) ____
Complies with Governance & Management Document ____
Complies with District Goals ____
Complies with District Mission Statement ____
Funding Sign-Off by J. Stewart ____

Personnel Sign-Off by B. Noyes ____

Program Sign Off by S. Leaman ____

SBLT Involvement ____
Initial

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
FACT SHEET**

SUBJECT:

Student Discipline/Expulsion
Student #03-04 E

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

October 7, 2003

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in
Regards to the expulsion of Student #03-04 E

SUPERINTENDENT'S RECOMMENDATION:

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

1.0

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ____ Complies with Site Plan (LIP) ____ Complies with Governance & Management Document ____ Complies with Mission Statement ____ Funding Sign-Off by J. Stewart ____
2. Fosters 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.	Personnel Sign-Off by B. Noyes ____ Program Sign Off by S. Loaman ____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	SBLT Involvement ____ Initial

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

SUBJECT:

Disclosure of Conference
With Negotiator

AGENDA ITEM AREA:

DISCLOSURE OF ACTION TAKEN
IN CLOSED SESSION, IF ANY

REQUESTED BY:

Board of Trustees

ENCLOSURES:

MEETING DATE:

October 7, 2003

BACKGROUND:

- The Board of Trustees will disclose action taken in Closed Session regarding:

1. CONFERENCE WITH LABOR NEGOTIATOR

- a. Name any employee organization with whom negotiations to be discussed are being conducted. – None.
- b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
 - >Classified Confidential Employees
 - >Classified Management Employees
 - >Certificated Management Employees
- c. Identify by name the agency's negotiator – Jay M. Stewart and Roger R. Yohe

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in Closed Session regarding this item

**SPECIAL
ORDER
OF
BUSINESS**

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ____ Complies with Site Plan (LP) ____ Complies with Governance & Management Document ____ Complies with Mission Statement ____ Funding Sign-Off by J. Stewart ____
2. Fosters 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.	Personnel Sign-Off by B. Noyes ____ Program Sign Off by S. Leaman ____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	SBLT Involvement ____ Initial

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

SUBJECT:

Lincoln High School
FFA Report

AGENDA ITEM AREA:

SPECIAL ORDER OF BUSINESS

REQUESTED BY:

Lincoln High School

ENCLOSURES:

MEETING DATE:

October 7, 2003

BACKGROUND:

- The Lincoln High School Future Farmers of America officers, along with Mike Trueblood will be in attendance to update the Board of Trustees on their activities.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation by the Lincoln High School FFA.

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CONSENT

AGENDA

ITEMS

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

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

SUBJECT:
 Approval of Minutes

AGENDA ITEM AREA:
 CONSENT AGENDA

REQUESTED BY:
 Roger R. Yohe, Superintendent

ENCLOSURES:
 Minutes (7)

MEETING DATE:
 October 7, 2003

BACKGROUND:

- Being submitted for approval are the following minutes:

Regular Meetings of August 19, 2003, September 2, 2003, September 16, 2003;

Special Meetings of August 20, 2003, August 22, 2003, September 15, 2003, September 24, 2003

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the minutes as submitted.

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

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

COMPLIANCE CHECK LIST

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

Personnel Sign-Off by B. Noyes ____
Program Sign Off by S. Leaman ____

SBLT Involvement ____
Initial

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Trudy Wilson, Director of
Business Services

ENCLOSURES:

Members Only

MEETING DATE:

October 7, 2003

BACKGROUND:

- Being submitted for ratification of warrants paid since the September 2, 2003 board meeting.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the warrants as submitted.

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4.2

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

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

AGENDA ITEM:

Approve Resolution 03/04.12 Certifying for Purpose of Mandated Cost Eligibility, That the Availability and Configuration of Science Facilities Were Analyzed by the District it was Determined that to Provide the Mandated Science Classes, the District Should Remodel Science Classrooms.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

October 07, 2003

BACKGROUND:

The attached resolution authorizes the District to claim costs for the remodel of the biology lab at Lincoln High School. Under the mandated cost regulations, the District may receive partial reimbursement for the remodel expenses.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 03/04.12 certifying for purpose of mandated cost eligibility, that the availability and configuration of science facilities were analyzed by the District it was determined that to provide the mandated science classes, the District should remodel science classrooms.

4.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 03/04.12

CERTIFYING FOR PURPOSE OF MANDATED)
COST ELIGIBILITY, THAT THE AVAILABILITY)
AND CONFIGURATION OF SCIENCE FACILITIES)
WERE ANALYZED BY THE DISTRICT AND IT WAS)
DETERMINED THAT TO PROVIDE THE MANDATED)
SCIENCE CLASSES, THE DISTRICT SHOULD)
REMODEL SCIENCE CLASSROOMS)

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held on the 7th day of October, 2003, by roll call vote.

AYES:

NOES:

ABSENT:

WHEREAS, the Western Placer Unified School District has submitted mandated cost claims in conjunction with increased graduation requirements relative to additional science courses for fiscal years beginning in 2002-03; and,

WHEREAS, one of the cost components under the Graduation Requirement's Claim relates to the remodeling of existing facilities to meet the increase science requirements; and,

WHEREAS, it is the position of the Board of Trustees to require and direct the administrative staff to review all options, including adjusting school attendance boundaries between under-utilized and over-utilized secondary school facilities within the District, prior to making final commitments to remodel school science facilities; and,

WHEREAS, as part of the claiming instructions, it is required that there be a certification by the Board of Trustees that an analysis of appropriate science facilities within the District was conducted and a determination made that no facilities existed to reasonably accommodate increased enrollment for the additional science courses required by the enactment of Education Section 51225.3; and,

WHEREAS, documentation exists which show that the Lincoln High School lacked appropriately configured and equipped space in the existing facility for the new science courses and that acquiring additional space would have been more costly, so existing space was remodeled to accommodate enrollment in mandated science classes; and,

4.4.1

WHEREAS, documentation exists which shows that there were no available secondary school science facilities that are within a safe walking distance from students at Lincoln High School; and,

NOW, THEREFORE, BE IT RESOLVED that this Board of Trustees is on record to certify an analysis of appropriate science facilities within the District was conducted and a determination made that no facilities existed to reasonably accommodate increased enrollment for the additional science courses required by the enactment of Education Code Section 51225.3 and that the science facilities remodeling at Lincoln High School was not required based upon increased enrollment at the school, and that a portion of the costs of this remodeling can be reasonably tied Education Code Section 51225.3.

THE FOREGOING RESOLUTION was duly passed by the governing Board of the Western Placer Unified School District on the 7th day of October 2003.

President of the Board, Governing Board
Western Placer Unified School District

ATTEST:

Clerk, Governing Board
Western Placer Unified School District

4.4.2

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

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

AGENDA ITEM:

Ratify the Contract Between the Western Placer Unified School District and MHM Engineers & Surveyors to Provide Recommendations Regarding Parking and Traffic Control at Carlin C. Coppin Elementary School.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

October 07, 2003

BACKGROUND:

The proposed construction of the Gladding Parkway and the development of Meadowland Estates present an opportunity for the District to reconfigure the parking and traffic flow at Carlin C. Coppin Elementary School. The proposed Gladding Parkway will provide an alternate traffic route from Hwy 193 at East 12th Street and then reroute the traffic back to Hwy 65 north of Gladding McBean. The purpose of the Gladding Parkway is to provide relief traffic relief in downtown Lincoln. There are number routes that are currently being considered, with varying degrees of impact on Carlin C. Coppin Elementary School. Overlaying the Gladding Parkway project is the development of Meadowland Estates, which fronts East 12th Street and then wraps around the elementary school. The development is currently proposing 150 new homes and 150 units of multi-family housing. Residential streets that currently dead-end will be extended to support the development. The combination of these two events provide the District with an opportunity to work with the developers to improve Carlin C. Coppin's parking and traffic issues. MHM Engineers & Surveyors (MHM) is involved with both projects and their engineers have already been working closely with the District during the design phase. MHM should be able to present the District with parking and traffic options that not only will improve the school's situation, but will also integrate with the surrounding developments.

4.5

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees ratify the contract between the Western Placer Unified School District and MHM Engineers & Surveyors to provide recommendations regarding parking and traffic control at Carlin C. Coppin Elementary School.

4.5.1



AGREEMENT BETWEEN CLIENT AND CONSULTANT

This form of agreement (Form A) was developed by the Consulting Engineers and Land Surveyors of California and is intended primarily for the use of CELSOC members and may not be reproduced without the permission of the Consulting Engineers and Land Surveyors of California. © 2001, 1998, 1994, 1991, 1989, 1987, 1984, 1982, 1979, 1978, 1975, 1973, 1970, 1967

Client Initials <i>JS</i>	Consultant Initials <i>OB</i>
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Project No. 03420

Agreement entered into at Roseville, CA on this date of September 10, 2003, by and between:

Client: Western Placer Unified School District Consultant: MHM Engineers & Surveyors

Name Jay M. Stewart Name Orin N. Bennett

Address 810 Street Address 735 Sunrise Avenue, Suite 220
Lincoln, CA 95648 Roseville, CA 95661

Phone (916) 645-6387 Fax _____ Phone 916-783-4100 Fax 916-783-4110

Email j_stewart@wpusd.k12.ca.us Email obbennett@mhm-rose.com

License No. C25169

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for:

Carlin Coppin School - Preliminary Parking Lot Design
hereinafter called "project."

B. Consultant agrees to perform the following scope of services:

See attached scope of services.

C. Client agrees to compensate Consultant for such services as follows:

On a time and materials basis with an estimated fee of \$7,422.

D. This agreement is subject to the Provisions of Agreement contained in paragraphs 1 through 49, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below.)

4.5.2

PROVISIONS OF AGREEMENT

Client Initials <i>MD</i>	Consultant Initials <i>CB</i>
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Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement.
10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of

Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

11. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 7 of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

12. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant.

Client and Consultant agree that any electronic files furnished by either party shall conform to the CADD

Client Initials <i>MD</i>	Consultant Initials <i>CB</i>
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specifications listed in Exhibit _____. Any changes to the CADD specifications by either Client or Consultant are subject to review and acceptance by the other party. Additional services by Consultant made necessary by changes to the CADD or other software specifications shall be compensated for as additional services.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without the prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

14. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to

release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 27. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 27.

15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.

16. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 27.

17. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification,

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Client Initials <i>MD</i>	Consultant Initials <i>CB</i>
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interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.

18. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.

19. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

20. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

21. Consultant shall not be required to execute any documents subsequent to the signing of this agreement that in any way might, in the judgment of Consultant, increase Consultant's contractual or legal obligations or risks, or the availability or costs of his or her professional or general liability insurance.

22. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are

rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.

23. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.

24. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.

25. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 27.

26. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.

27. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.

28. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be

4.5.5

Client Initials <i>[Signature]</i>	Consultant Initials <i>[Signature]</i>
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paid for by Client as extra services in accordance with paragraph 27.

29. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 27.

30. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.

31. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 27.

32. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 27.

33. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or

consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

34. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.

35. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

36. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

37. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

38. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by

4.5.6

Client Initials	Consultant Initials
<i>[Signature]</i>	<i>[Signature]</i>

Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.

39. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

40. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.

41. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn

notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 27.

42. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.



43. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

44. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant.

45. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.

46. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which

4.5.7

Client Initials	Consultant Initials
	

Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

47. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if

the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

48. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of this Agreement or related to the services under this Agreement, then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or such other arbitration rules as the parties may choose. In any such arbitration, the laws of the State of California shall apply.

49. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client Western Placer Unified School District

Consultant MHM Engineers & Surveyors

By 

By 

Name Jay M. Stewart

Name Orin N. Bennett

Title Assistant Superintendent

Title Vice President

Date Signed 09/21/03

Date Signed September 10, 2003

Client should mail completed contract to the address shown for Consultant.

4.5.8

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ____ Complies with Site Plan (LP) ____ Complies with Governance & Management Document ____ Complies with Mission Statement ____ Funding Sign-Off by J. Stewart ____
2. Fosters 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.	Personnel Sign-Off by B. Noyes ____ Program Sign Off by S. Leaman ____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	SBLT Involvement ____ Initial

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

SUBJECT:

Recognition of October
As Character Education Month

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Roger R. Yohe, Superintendent
Business Services

ENCLOSURES:

State Proclamation

MEETING DATE:

October 7, 2003

BACKGROUND:

- The State Board of Education has designated the month of October 2003 as Character Education Month. The Western Placer Unified School District Board of Trustees will consider endorsement of this proclamation.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees join the State board of Education in proclaiming and observing the month of October 2003 as character Education Month.

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JACK O'CONNELL
State Superintendent of Public Instruction

REED HASTINGS
President, California State Board of Education

**CALIFORNIA
DEPARTMENT
OF
EDUCATION**

1430 N Street

P. O. Box 944272

Sacramento, CA

94244-2720

August 19, 2003

Dear County and District Superintendents:

CHARACTER EDUCATION MONTH

The month of October has historically been recognized as Character Education Month in California. Character education is an important tool for parents, guardians, teachers, administrators, community members, and other school and district staff to work together to help students understand, appreciate, and internalize elements of positive character traits, including trustworthiness, respect, responsibility, fairness, caring, citizenship, civic virtue, honesty, and personal responsibility. Enclosed is a copy of the State Board of Education's resolution designating the month of October 2003 as Character Education Month. The California Department of Education's Character Education Web site located at www.cde.ca.gov/character/ contains references and online resources regarding character education.

Character education is a critical component of education, and it should be embedded in the core curriculum and the school culture on an ongoing basis. There are opportunities to infuse the elements of character into all of the California curriculum frameworks, particularly the History/Social Science Framework and the Reading/Language Arts Framework. Character education is not another add-on program but a way to strengthen existing program efforts by integrating core elements throughout the curriculum.

Recognition of the importance of character education near the beginning of the school year provides a special chance to inform parents, guardians, communities, and the media of efforts that your agency and its individual school sites are taking to awaken the moral and ethical values that build a fundamental strength of character.

We encourage you to duplicate this mailing for curriculum staff, school principals, and library-media specialists. If you have any questions about character education, please contact Marleen Allin, Consultant, Elementary Education Office, at (916) 319-0232.

Sincerely,

JACK O'CONNELL
State Superintendent of Public Instruction

REED HASTINGS, President
California State Board of Education

JO/RH:ma
Enclosure

4.6.1

Character Education Month October 2003

WHEREAS, California's State Superintendent of Public Instruction and the State Board of Education believe that all students enrolled in California Public Schools have the right to a comprehensive curriculum that promotes a common core of personal and social values as the basis of good character;

WHEREAS, the State Superintendent of Public Instruction and the State Board of Education believe that America's heritage and laws reflect a common core of personal and social values that holds the citizens of this democracy responsible for acting morally and ethically, being actively involved in school and community, resolving differences peacefully, and respecting the rights, dignity, and property of others;

WHEREAS, the State Superintendent of Public Instruction and the State Board of Education believe that the character of our state is only as strong as the character of each individual citizen;

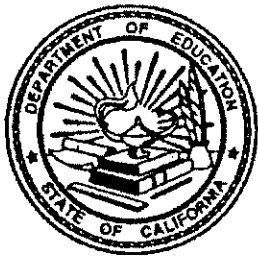
WHEREAS, although character development is, first and foremost, an obligation of families, the efforts of faith communities and schools, as well as youth, civic, and human services organizations, also play a very significant role by supporting families and otherwise fostering and promoting good character;

WHEREAS, state law calls upon educators to impress upon students the principles of morality, truth, justice, patriotism, and a true comprehension of the rights, duties, and dignity of American citizenship; and the meaning of equality and human dignity, all of which result in awakening students to the moral and ethical virtues that build a fundamental strength of character; and

WHEREAS, an effective character education program requires an intentional, proactive, consistent, and comprehensive approach that promotes a common core of personal and social values in all phases of school life, a core that includes trustworthiness, respect, responsibility, fairness, caring, citizenship, civic virtue, honesty, and personal responsibility; now, therefore, be it

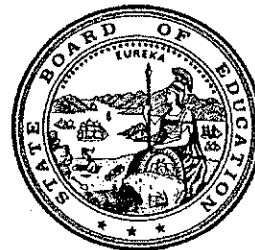
RESOLVED, that the State Superintendent of Public Instruction and the State Board of Education join in proclaiming and observing the month of October 2003 as **Character Education Month**, and be it further

RESOLVED, that throughout the year, the State Superintendent of Public Instruction and the State Board of Education encourage California's local education agencies to promote effective character education programs by taking a proactive and comprehensive approach that encourages responsible, ethical, civic-minded behavior in all phases of school life.



A handwritten signature in cursive script, reading "Jack O'Connell".

JACK O'CONNELL
State Superintendent of Public Instruction



A handwritten signature in cursive script, reading "Reed Hastings".

REED HASTINGS
President, State Board of Education

August 2003

4.6.2

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World.		
BOARD OF TRUSTEE/DISTRICT GOALS		COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students.		Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance & Management Document _____
2. Foster a safe, caring environment where individual differences are valued and respected.		Complies with District Goals _____ Complies with District Mission Statement _____
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart	_____
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Personnel Sign-Off by B. Noyes	_____
	Program Sign Off by S. Leaman	_____
	SBLT Involvement	_____

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING
FACT SHEET

SUBJECT:

Approval of English Language
Acquisition Program (ELAP) Application

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman,
Assistant Superintendent

ENCLOSURES:

Yes

MEETING DATE:

October, 7, 2003

BACKGROUND:

Funding is currently available for English Language Learners in our district based on legislation. Because we are performing the required actions for certification, we are requesting Board approval for the application form.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends approval of the ELAP application.

4.7

English Language Acquisition Program (ELAP) Application for Funding, Fiscal Year 2003-2004

(Please complete this application form according to the instructions contained on page 4 of this document.)

Part I: Local Educational Agency (LEA) Information

First Time Applicant: ☐

Name of LEA Western Placer Unified School

County/District Code 31/ 66951

Mailing Address 810 J Street

City Lincoln

State CA

Zip Code 95648 - ____

Program Contact Person Name Scott Leaman

Title/Office Assistant Superintendent of Educational Services

Telephone Number (916) 645 - 6350 x ____

FAX Number (916) 645 - 6356

E-mail Address s_leaman@wpusd.k12.ca.us

Part II: Student Data

(Please list individual language groups, as necessary.)

1. Enter the total number of English learners currently enrolled in grades 4 to 8 to be served with funds from ELAP. (As reported on the 2003 Language Census)

Grade Level	4	5	6	7	8	District Total
Number of English Learners	56	57	33	39	36	221

2. Enter by language category, the total number of English learners to be served with funds from ELAP.

Language	Spanish	Chinese	Vietnamese	Pilipino	Hmong	Other
Number of English Learners	205	-0-	-0-	4	5	7

4,7,1

3. List by rank all schools participating in the ELAP (with the highest English learners enrollment first). Enter the total number of English learners in Grades 4 thru 8 in Column 2. Enter the total enrollment in each school for all grades in column 3.

<u>Name of School</u>	<u>Number of English learners in Grades 4 to 8</u>	<u>Total Enrollment In School (all grades)</u>
First Street School	84	576
Creekside Oaks	21	679
Carlin C. Coppin	2	561
Sheridan School	6	171
Glen Edwards Middle School	108	918

(Continue on additional page if necessary.)

***The number of students reported in items 1, 2, and 3 must be the same. Funding will be based on this number.**

XX

Part III: Certifications and Signatures

Pursuant to Education Code section 404, local education agencies that choose to participate must certify that they will do the following:

- Conduct academic assessments of English learners to ensure appropriate placement of those pupils. Assessments shall include:
 - Initial assessment of English language learners to determine their English proficiency level.
 - Ongoing assessment conducted at least annually to ensure accurate placement of English language learners, to communicate progress, and to provide formative assessment information to refine the program. Assessment measures shall include, but are not limited to, the state standardized testing and reporting program required by Section 60604, unless a pupil is exempted by law, and the English language development instrument to be developed pursuant to Section 60811, when it is developed.
- Provide a program for English language development (ELD) instruction to assist pupils in successfully achieving the English language development standards adopted by the State Board of Education pursuant to Section 60811. The program shall include structured immersion instruction to be provided for English learners, such as specially designed academic instruction in English, and sheltered English strategies to ensure access by English language learners to the core curriculum, unless the local educational agency has obtained a waiver pursuant to Section 310.
- Provide supplemental instructional support, such as intercession, before and after school, opportunities or summer school, to provide English learners with continuing English language development. These opportunities are to supplement the regular school program and may include, but are not limited to, newcomer centers and tutorial support, mentors, or any other program that meets the objectives of the program established pursuant to this chapter. Academic support services needed to provide these opportunities may be funded by this program.
- Coordinate services and funding sources available to English learners, including but not limited to, community-based English tutoring programs established pursuant to Article 4 (commencing with Section 315) of Chapter 3, programs for at-risk youth, after-school, intercession, and summer school programs, reading programs established pursuant to Chapter 2 of the Statutes of 1999 (First Extraordinary Session) and any available federal funds. The local educational agency shall also certify that it integrates adult community-based tutoring resources with the program established pursuant to this chapter.

4.7.2

In addition, Section 408 requires each participating local education agency to submit a report to the State Superintendent of Instruction on the LEA's effectiveness in 1) increasing the rate of redesignation, 2) increasing the high school completion rate, 3) improving test scores on ELD and SAT9, and 4) problems encountered in the operation of the program. *(For each item listed before, please describe how you will ensure that the following student data and program information will be collected beginning in FY 2000-2001 and ready to report by 10/01/03. Please limit your responses to no more than one typed double-spaced page for each item.)*

- (a) Annual measurements on the percentage of English learners scoring at/above the 25th percentile, as measured by the state standardized testing and reporting program required by Section 60604, unless a pupil is exempted by law.
- (b) Initial and annual measurements of the average score for all English learners, as measured by the English language development instrument to be developed pursuant to Section 60811.
- (c) The number and percentage of English learners redesignated annually to fluent English proficient (FEP).
- (d) The number and percentage of English learners graduating from high school.
- (e) The average score of all English learners, as measured in grade level standards established by Sections 60640 and 60811, in the areas of English language development, reading, writing, mathematics, science, and history/social science established pursuant to Sections 60640 and 60811.
- (f) Problems encountered in the design and operation of the program, including identification of any federal, state, or local statute or regulation that impedes program implementation.

#####

I HEREBY CERTIFY THAT I HAVE READ THE CONDITIONS CONTAINED IN THIS DOCUMENT AND AGREE TO COMPLY WITH ALL REQUIREMENTS AS A CONDITION OF FUNDING.

Signature of Presiding Officer of Governing Board or Designee

Karen Roberts

Printed Name _____

Board President

Title

10/7/03

Date of Approval by Board of Education

NNNNNNNNNNNNNNNNNN

4.7.3

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

BOARD OF TRUSTEE GLOBAL DISTRICT GOALS

COMPLIANCE CHECK LIST

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy _____ Complies with Site Plan (LIP) _____ Complies with Governance & Management Document _____
2. Foster a safe, caring environment where individual differences are valued and respected.	Complies with District Goals _____ Complies with District Mission Statement _____
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.	Funding Sign-Off by J. Stewart _____ Personnel Sign-Off by B. Noyes <u>B/N</u>
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.	Program Sign Off by S. Leaman _____ SBLT Involvement _____ Initial _____

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

SUBJECT:

Student Teaching Agreement
Between Western Placer USD
And California State University
Chico

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Bob Noyes B/N
Director of Human Services

ENCLOSURES:

Yes (3)

MEETING DATE:

October 7, 2003

BACKGROUND:

Each year the Western Placer Unified School District enters into student teaching agreements with several universities operating within the Sacramento region. California State University, Chico has submitted a proposal that identifies the responsibilities of both parties, when graduate students are placed in classrooms to augment their credential requirements. The agreement will be effective from July, 2003 – June, 2006.

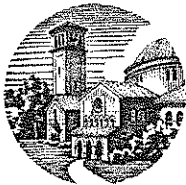
SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the agreement as presented.



September 16, 2003

Western Placer Unified
810 J Street
Lincoln, Ca 95648



Dear District Superintendent:

In an effort to have a Student Teaching Agreement 2003-2006 processed and approved as soon as possible, enclosed please find two (2) copies of the Student Teaching Agreement for your district. Please approve, sign and return the two enclosed contracts.

Please be sure to complete and sign:

1. "School District" section.
2. "Certification by School District" section

Return both copies to this office as soon as possible.

After the University Director of Procurement and Contract Services has approved the agreement, a copy of this contract will be returned to you for your records.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Christina Moore'.

Christina Moore
Education Services Center



STA#

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the University noted below, all of which are hereinafter called "State" or "University", and the School District noted below, hereinafter called the "District".

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the State to provide teaching experience through practice teaching to students enrolled in teacher education curricula of the University; and

WHEREAS, the University desires to place students in District for practice teaching experience under a supervisory teacher;

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The University, District, and agreement term are as follows:

University: California State University, Chico

School District: Western Placer Unified

Term: From July 1, 2003 to June 30, 2006

GENERAL TERMS

1. The District shall provide to University students teaching experience through practice teaching in schools and classes of the District. Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching and student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of the classroom teaching under the direct supervision and instruction of employees of the District holding valid teaching credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. A semester unit of practice teaching for elementary and secondary schools constitutes approximately 60 clock hours practice teaching.
3. An assignment of a student of the University to practice teaching in schools or classes of the District shall be deemed, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classrooms.

4.8.2

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for the purpose of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other documentation given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

4. Worker's compensation insurance shall be at the cost of the University.
5. The District shall be responsible for damages caused by the negligence of its officers, employees and agents. The State shall be responsible for damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents.

STATE OF CALIFORNIA

Trustees Of The California State University

BY _____
Professional Preparation Program

BY _____
Director of Procurement and Contract Services

SCHOOL DISTRICT

BY Western Placer Unified School District

TITLE Superintendent Roger Yohe

CERTIFICATION BY SCHOOL DISTRICT

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on the 7th day of Oct., 200 3. "It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the Clerk/Secretary is hereby authorized to execute the same."

BY: Roger Yohe
~~Clerk~~, Secretary (strike one) of the School

4.8.3

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

MISSION STATEMENT: The Western Placer Unified School District is committed to the pursuit of excellence in all of its endeavors.
BOARD OF TRUSTEES/DISTRICT GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students.
2. Foster a safe, caring environment where individual differences are valued and respected.
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations etc. as partners in the education of the students.

AGENDA ITEM:

Approve Resolution 03/04.15 Authorizing the Execution and Delivery of a Lease with Option to Purchase, and Authorizing Certain Actions in Connection Therewith.

SUBJECT AREA:

Consent Agenda

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

October 07, 2003

BACKGROUND:

The attached resolution authorizes the Western Placer Unified School District to enter into a three-year lease/purchase agreement to finance the cost of the school trash compactors. The annual payment, with an interest rate of 4.50%, is calculated at \$28,856.64. Financing the trash compactors allows the District to realize an immediate savings from the trash compactors, and at the same time reduces the impact on the District's available cash flow.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 03/04.15 authorizing the execution and delivery of a lease with option to purchase, and authorizing certain actions in connection therewith.

4.9

RESOLUTION NO. 03/04.15

AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE WITH OPTION TO PURCHASE, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Western Placer Unified School District (the "District") is a public school district organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$80,000.00 for the acquisition of trash compactors (the "Property"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective lease purchase financing arrangement at a 4.50% interest rate;

WHEREAS, the District has determined that this lease financing arrangement is the most economical means for providing the Property to the District.

NOW, THEREFORE, it is resolved by the Board of Trustees of the Western Placer Unified School District as follows:

SECTION 1. Lease with Option to Purchase. The Superintendent, Assistant Superintendent, Business Services or a designee is hereby authorized to enter into a Lease with Option to Purchase (the "Lease") with the Corporation to finance the Property, subject to approval as to form by the District's legal counsel.

SECTION 2. Attestations. The Secretary of the Board or other appropriate District officer are hereby authorized and directed to attest the signature of the Superintendent or Assistant Superintendent, Business Services or of such other person or persons as may have been designated by the Superintendent or Assistant Superintendent, Business Services, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Lease.

SECTION 3. Other Actions. The Superintendent, Assistant Superintendent, Business Services and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Lease. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Reimbursement of Prior Expenditures. The District declares its official intent to be reimbursed from the proceeds of the Lease approved hereby for a maximum principal amount of \$80,000.00 of expenditures occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

SECTION 5. Effect. This Resolution shall take effect immediately upon its passage.

4.9.1

PASSED AND ADOPTED this 7th day of October, 2003, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved:

President of the Board

Attest:

Secretary of the Board

4.9.2

REPORTS
AND
COMMUNICATION

INFORMATION

DISCUSSION

ACTION ITEMS

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

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

SUBJECT:

A Resolution #03/04.13
Notice of Vacancy on School
District Governing Board and
Provisional Appointment of
Dennis I. Sonnenburg to Serve
Until November 2004

**AGENDA ITEM AREA:
ACTION**

REQUESTED BY:

Roger R. Yohe, Superintendent

ENCLOSURES:

Resolution

MEETING DATE:

October 7, 2003

BACKGROUND:

- The Board of Trustees will take action to approve Resolution 03-04.13 Notice of Vacancy on the School District Governing Board and appointing Dennis L. Sonnenburg until November 2004.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees adopt Resolution 03-04.13 appointing Dennis Sonnenburg to fill the seat of Nels Tahti, resigned member of Area III.

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7.1

NOTICE OF VACANCY
ON SCHOOL DISTRICT GOVERNING BOARD

Resolution No. 03/04.13

(NOTE): This form must be completed by the School District and filled within sixty (60) days of the date on which the vacancy occurred or resignation was filed – Ed Code section 5091

To: Placer County Superintendent of Schools

From: Western Placer Unirfied School District
(Name of School District)

Date: October 7, 20 03

This is notify you that as of August 23, 20 03, a total of one vacancies exist on our Governing Board.

Pursuant to applicable provisions of the Education Code, our Governing Board (check one of the following):

- A. XXX Has made a provisional appointment to fill each vacancy until the next regularly scheduled election at which time voters will vote for any candidate(s) to fill the remainder of the unexpired term (if any).

We hereby appoint Dennis L. Sonnenburg
(Name of Appointee)

(Name of Appointee)

We acknowledge that voters of the District may file a petition with the County Superintendent of Schools within thirty (30) days of this action requesting that a special election be held (Sec. 5091 Ed. Code).

(continued on next page)

NOTICE OF VACANCY
ON SCHOOL DISTRICT GOVERNING BOARD (Cont.)

- B. ____ Has ordered an election to fill the unexpired term of office. The term(s) will expire on _____, 20____. Said election shall be held on the next regularly scheduled election date occurring at least 130 days from the date the vacancy occurred (Sec. 5091 Ed. Code).
- C. ____ Can make no decision regarding this vacancy because this vacancy occurred within four (4) months of the end of the term. (Sec. 5093 Ed. Code).

PASSED AND ADOPTED at a regular meeting of the Governing Board on

October 7 _____, 2003 _____.

(Signature of District Superintendent)

October 7 _____, 2003 _____
(Date of Signing)

7.1.2

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

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

SUBJECT:

Approval of MOU Between the Western Placer Unified School District and Northern California Construction and Training, Inc.

AGENDA ITEM AREA:

INFORMATION/DISCUSSION/ACTION

REQUESTED BY:

Roger R. Yohe, Superintendent

ENCLOSURES:

MOU

MEETING DATE:

October 7, 2003

BACKGROUND:

- The Board of Trustees will consider approving the Memorandum of Understanding with Northern California Construction and Training, Inc. providing funds and operating an introduction to the construction industry and the career opportunities and hands-on training experience for Lincoln High School students.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve this MOU as submitted.

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7.2

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND NORTHERN CALIFORNIA CONSTRUCTION AND TRAINING, INC.**

This Memorandum of Understanding ("MOU") is entered into by and between the Western Placer Unified School District ("District"), and Northern California Construction and Training, Inc., a California corporation ("NCCT").

1. **Purpose.** The purpose of this MOU is to provide a general framework for cooperation and collaboration between the parties named in the preamble, in their effort to fund and operate an introduction to the construction industry and the career opportunities and hands-on training experience for Lincoln High School students ("program"). The parties to this MOU may enter into specific agreements for the implementation to the program. In the event of disputes, terms of the specific agreements shall control.
2. **Goals of the Program.** The program is designed to provide thirty-two (32) Lincoln High School students an introduction to the construction industry and the career opportunities available through a combination of classroom instruction and hands-on training experience. The Program offered during the regular school year, August 2003 through May 2004 utilizing the combined resources of the Western Placer Unified School District and Northern California Construction and Training, Inc. Students successfully completing the program (and High School graduation requirements) will be assisted through the process of craft apprenticeship applications or direct employment placement, where possible.
3. **Term.** The term of this MOU shall commence on the date of execution by all parties and shall terminate August 15, 2004, unless earlier terminated by all parties.
4. **NCCT Obligations.** NCCT shall provide the following services:
 - a. Establish a classroom setting for technical training for 180 sessions of 2.5 hours each, for a total of thirty-two (32) students. Training will be consistent with NCCT's state-approved Construction Technology curriculum.
 - b. Provide one (1) licensed vocationally-credentialed classroom instructor in cooperation with the Placer County Office of Education Regional Occupation Program.
 - c. Offer participants an introduction to construction and related employment through classroom assignments and presentations by industry representatives.
 - d. Act as the general contractor for the building project.
 - e. Provide building plans for the Project (attached for review)

7.2.1

- f. Accept title to the Project building lot through the period of construction, or upon the issuance of the Occupancy Certificate, whichever date is later.
- g. Secure adequate construction financing through the period of construction (construction budget attached).
- h. Obtain appropriate building permits and inspectors.
- i. Provide jobsite supervision and quality control through an on-staff General Foreman (part-time as required).
- j. Be responsible for timely payments for building materials and subcontractors throughout the construction period.
- k. Make good faith efforts to deliver to the District on or before July 1, 2003, the completed program home (occupancy permit issued)
- l. Maintain throughout the Program period adequate workers' compensation liability and builders' insurance coverage.
- m. Make good faith efforts to assist other entities in the job-placement of graduating Program participants.
- n. Execute a Fee for Service Agreement and /or an ADA Agreement for provisions of Program services, as needed.

5. **District's Obligations.** The District shall have the following obligations:

- a. Execute a Fee for Service Agreement and /or an ADA Agreement for provisions of Program services, as needed.
- b. Act as primary Administrator of the Program.
- c. Provide appropriate classroom facilities acceptable to NCCT.
- d. Provide student assistant(s) for Program support.
- e. Provide NCCT with one (1) suitable building lot free of all liens and encumbrances for use in the program
- f. Satisfy construction loan balances on or before July 1, 2004, or upon the issuance of the Occupancy Certificate, whichever date is later, and re-assume title to the property used in the program.
- g. Provide each student with a set of tools, appropriate work attire and safety equipment as determined by NCCT to be necessary and appropriate, in a timely manner.

11.2.2

- h. Maintain all insurance coverage's appropriate for student Program participation.
 - i. Provide secure on and/or off-site storage necessary for Program building materials and tools.
 - j. Lincoln High School will endeavor to expand the initial allowed program period during the 2nd and 3rd trimesters of the 2003-04 school year to provide a more efficient construction environment.
6. **Financing.** The budget allocation for the Program is set forth in Exhibit A. As set Forth in Exhibit A, Items I and 3 will be billed on a monthly basis over a nine (9) month project period, payment by the District within fifteen (15) days of invoice. Item 2 will be billed to the district on a four (4) draw basis as follows:

1st Payment \$27,500.00 at the completion of the following work:
Plans, Permits, Survey, Insurance, and Demolition

2nd Payment \$27,500.00 at the completion of the following work:
Concrete Footings and Foundation

3rd Payment \$27,500.00 at the completion of the following work:
Framing, Rough Plumbing, Rough Electrical, HVAC, Siding, Windows and Roof

4th Payment \$27,500.00 at the completion of the following work:
Final Inspection

Budget allocations for periods beyond the term of this MOU may be set, and changes in the budget may be made, by written agreement between all parties. The parties further agree and understand that most construction lenders will require a contingency amount in the budget (generally 5%) this item has not been reflected in the preliminary budget, final budget will reflect the amount required by the construction lender.

7. **Employee Relationships.** Except as otherwise provided in this MOU, each party shall be solely liable and responsible for providing to, or on behalf of, it's employees, all legally required employee benefits. In addition, each party shall be solely responsible and save the other party harmless from all matters relating to payment of each party's employee's, including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.
8. **Independent Contractor Status.** The parties agree that the relationship established by this MOU is that of independent contractors. It is expressly understood and agreed that this MOU is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association or any other relationship between parties.

7.2.3

9. **Dispute Resolution.** The parties agree to try to resolve policy or practice disputes at the lowest staff level involved. If disputes cannot be resolved at that level, they shall be referred to the management staff of the respective parties for discussion and resolution. In the event of any claims or disputes between the parties hereto arising out of this MOU which lead to civil litigation or binding arbitration the prevailing party shall recover its attorney fees and costs from the non-prevailing party.
10. **Notices.** All notices to be given to either of the parties under this MOU shall be given by deposit in the United States mail, first class postage prepaid, addressed to the other party at the address set forth below the signature of the party below, or by personal service. Notice by mail shall be deemed delivered three (3) days after deposit in the United States mail, or when received, whichever is sooner.
11. **Insurance.** Each party agrees to maintain in full force and effect during the term of this MOU, and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from any other party, a party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.
12. **Indemnification.** Each party shall defend, indemnify, save, keep and hold harmless the other parties, their officers, officials, employees, agents and volunteers from all damages, costs or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of the indemnifying party, it's officers, agents or employees; provided, however, that these indemnification obligations do not extend to or include any claims or other matters based in whole or in part upon any act or omission of the indemnifying party in selecting or supervising any indemnified party, it's officers, agents or employees.
13. **General Provisions.** It is mutually understood and agreed by and between the parties that:
- 13.1 No part of this MOU may be assigned or transferred without the prior written consent of all other parties to this MOU. Such consent shall not be unreasonably withheld or delayed
- 13.2 Nothing herein shall be construed as obligating the parties to expend funds or be construed as involving the parties in any MOU or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the purposes of this MOU.

7.2.4

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

13.4 During the performance of this MOU, the parties agree to abide by the terms of federal Executive Order 11246 relating to nondiscrimination, and will not discriminate against any person because of race, color, religion, sex disability or national origin. The parties will take affirmative action to ensure the applicants are chosen and trained without regard to their race, color, religion, sex, disability, or national origin.

13.5 This MOU may be modified as necessary by mutual consent of the parties, by a written amendment signed and dated by the parties.

13.6 This MOU in no way restricts any of the parties to this MOU from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

13.7 This MOU may be executed in any number of counterparts, but all of which taken together shall constitute one and the same instrument. Any executed copy of this MOU shall be deemed an original for all purposes.

**WESTERN PLACER UNIFIED
SCHOOL DISTRICT**

**NORTHERN CALIFORNIA
CONSTRUCTION TRAINING, INC.**

By: _____
Roger Yohe - Superintendent

By: _____
Jim Larsen - Vice President

Date: _____

Date: _____

7.2.5

**EXHIBIT A
BUDGET**

ITEM	COSTS
1. Classroom Instructor and Curriculum I. One Vocationally Credentialed Instructor (eight hours daily) II. Construction Curriculum III. Construction Textbooks	\$ 73,150.00
2. Home Construction: I. Plans II. Building Materials III. Subcontractors	(Not to Exceed) \$ 110,000.00
3. Program Delivery: I. Project Development II. Construction Supervision III. Construction Management	\$ 20,960.00
IV. Contingency Fund	\$10,000.00
V. TOTAL PRELIMINARY PROGRAM COST ESTIMATE	\$214,110.00

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy ____ Complies with Site Plan (LP) ____ Complies with Governance & Management Document ____ Complies with Mission Statement ____ Funding Sign-Off by J. Stewart ____
2. Fosters 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, local government, business, service organizations, etc. as partners in the education of our students.	Personnel Sign-Off by B. Noyes ____ Program Sign Off by S. Leaman ____ SBLT Involvement ____ Initial

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

SUBJECT:

Revision of Board Policy
4119.21 All Personnel
Dress and Grooming

AGENDA ITEM AREA:

INFORMATION/DISCUSSION/ACTION

REQUESTED BY:

Marcia Harris, Board Member

ENCLOSURES:

BP 4119.21

MEETING DATE:

October 7, 2003

BACKGROUND:

- The revision of this policy has been discussed at an earlier meeting; read and approved by the Policy Committee, and is being submitted for approval by the Board of Trustees.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve this revision as submitted.

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7,3

WESTERN PLACER UNIFIED SCHOOL DISTRICT

BP 4119.21 (a)

BP 4219.21

BP 4319.21

PERSONNEL

All Personnel

The Governing Board expects district employees to maintain the highest ethical standards, to follow district policies and regulations, and to abide by state and national laws. Employee conduct should enhance the integrity of the district and the goals of the educational program.

The Board encourages district employees to accept as guiding principles the codes of ethics published by professional associations to which they may belong.

cf. 9271 - Code of Ethics

cf. 0000 - Vision

cf. 4112.2 - Certification

cf. 4131 - Staff Development

cf 4231 - Staff Development

cf 4331 - Staff Development

Dress And Grooming

The Governing Board believes that since all staff serve as role models, they should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board encourages all staff during school hours to wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Clothes that may be appropriate for shop instructors or gym teachers may not be appropriate for classroom teachers.

Legal Reference:

CODE OF REGULATIONS, TITLE 5

80331-80338 Rules of Conduct for Professional Educators

EDUCATION CODE

35160 Authority of Governing Boards

7,3,1

BP 4119.21 (b)
BP 4219.21
BP 4319.21

PERSONNEL

All Personnel

351670.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of Representation

COURT DECISIONS

San Mateo City School District v. PERB

Domico v. Rapides Parish School Board

East Hartford Education Assn. V. Board of Education

Miller v. School District

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Inglewood Unified School District

Adopted: 6/13/83

Revised: 8/7/90: 5/2/95, 9/17/02

1994/1995 School Year (Total District Policy Book Review)

q:4000\bp4119.21

7.3.2

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

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

SUBJECT:

Revision of Board Policy
5111 Admission and
First Reading of New
Regulation 5111 Admission

AGENDA ITEM AREA:

INFORMATION/DISCUSSION/ACTION

REQUESTED BY:

Roger R. Yohe, Superintendent

ENCLOSURES:

BP/AR 5111

MEETING DATE:

October 7, 2003

BACKGROUND:

- The revision of this policy and regulation has been read and approved by the Policy Committee, and is being submitted for approval by the Board of Trustees. This keeps the district in compliance.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve this revision as submitted.

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7.4

WESTERN PLACER UNIFIED SCHOOL DISTRICT

BP 5111 (a)

STUDENTS

Admission

The Governing Board believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school-aged children in school.

The Superintendent or designee shall maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.

- (cf. 5111.1 - District Residency)
- (cf. 5111.11 - Residency of Students in Foster Care)
- (cf. 5111.12 - Residency Based on Parent/Guardian Employment)
- (cf. 5111.13 - Residency for Homeless Children)
- (cf. 5119 - Students Expelled from Other Districts)
- (cf. 5141.22 - Infectious Diseases)
- (cf. 5141.3 - Health Examinations)
- (cf. 5141.31 - Immunizations)

Legal Reference:

EDUCATION CODE

- 46600 Agreements for admission of pupils desiring interdistrict attendance
- 48000 Minimum age of admission (kindergarten)
- 48002 Evidence of minimum age required to enter kindergarten or first grade
- 48010 Minimum age of admission (first grade)
- 48011 Admission from kindergarten or other school; minimum age
- 48050-48053 Nonresidents
- 48200 Children between ages of 6 and 18 years (compulsory full-time education)
- 48211 Habits and disease
- 48221 Physical or mental condition
- 49076 Access to records by persons without written consent or under judicial order
- 49408 Information of use in emergencies

HEALTH AND SAFETY CODE

- 120325-120380 Immunization against communicable disease
- 121475-121520 Tuberculosis tests for pupils

CODE OF REGULATIONS, TITLE 5

7.4.1

Admission

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 20

11431-11435 McKinney Homeless Assistance Act

Management Resources:

CDE MANAGEMENT ADVISORIES

0900.09 Changes in law concerning eligibility for admission to kindergarten

Adopted: 9/1/68

Revised: 9/1/68, 5/24/82, 10/10/83, 4/9/84; 6/15/93

Reviewed: 4/2/91; 5/19/95

1994/1995 School Year (Total District Policy Book Review)

Q:5000\bp5111

7.4.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT

AR 5111 (a)

Age of Admission

Proof of age shall be required of all enrolling students. The legal evidences of age, in order of desirability, are a birth certificate, baptismal certificate, passport, immigration certificate, Bible record, or affidavit from the parent/guardian.

A child who will reach the age of five on or before December 2 of the school year shall be eligible for enrollment in kindergarten at the beginning of that school year or at any later time in the same year. (Education Code 48000)

Early Entry to Kindergarten

A child who becomes five years old after December 2 may be admitted into kindergarten, with parental approval, at any time after his/her fifth birthday during the school year when the Superintendent or designee determines on a case-by-case basis that such admittance is in the child's best interests.

The Superintendent or designee shall provide parents/guardians with information as to the effects, advantages and disadvantages of early entry into kindergarten. (Education Code 48000)

Classroom space must be available, and the class size cap specified in certificated negotiated agreements may not be exceeded.

(cf. 5123 - Promotion/Acceleration/Retention)

Adopted:

Q:5000\ar5111

11.4.3

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

MISSION STATEMENT: The Western Placer Unified School District is committed to the pursuit of excellence in all of its endeavors.
BOARD OF TRUSTEES/DISTRICT GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students.
2. Foster a safe, caring environment where individual differences are valued and respected.
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations etc. as partners in the education of the students.

AGENDA ITEM:

Approve Resolution 03/04.14 to Adopt the FY 2003-04
Western Placer Unified School District Gann Limit.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Jay M. Stewart 
Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

October 07, 2003

BACKGROUND:

Shortly after Proposition 13, the 1978 Jarvis-Gann amendment was enacted. Proposition 4, adopted in November 1979, established constitutional limit on the allowable growth in state and local government spending. These appropriation limits, commonly called Gann Limits, allow government spending to grow at a rate no faster than inflation and change in population.

Education Code Sections 1629 and 42132 specify that by September 30, county office and district governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their annual appropriations limit for the preceding year.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 03/04.14 to adopt the FY 2003-04 Western Placer Unified School District Gann Limit.

7.5

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 03/04.14

A RESOLUTION BEFORE THE GOVERNING)
BOARD OF THE WESTERN PLACER UNIFIED)
SCHOOL DISTRICT ADOPTING THE 2003-04)
GANN LIMIT)

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held on the 7th day of October, 2003, by roll call vote.

AYES:

NOES:

ABSENT:

WHEREAS, in November 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

WHEREAS, in the provisions of that Article establish maximum appropriation limits, commonly called "Gann Limits", for public agencies including school districts; and

WHEREAS, the District must establish a Gann Limit for the 2002-03 fiscal year and a projected Gann Limit for the 2003-04 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does provide public notice that the attached calculations and documentation of the Gann limits for the 2002-03 and 2003-04 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED, that this Board does hereby declare that the appropriations in the Budget for the 2002-03 and 2003-04 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED, that the Superintendent provide copies of this resolution along with the appropriate attachments to interested citizens of this District.

7.5.1

THE FOREGOING RESOLUTION was duly passed by the Governing Board of the Western Placer Unified School District on the 7th day of October 2003.

President of the Board

ATTEST:

Clerk

7.5.2

NAME		CODE	9/26/03
COUNTY:	PLACER	31	
DISTRICT:	Western Placer Unified	66951	<---District Code
=====		=====	=====
		2002-03	2003-04
=====		=====	=====
***** DISTRICT INFORMATION *****			
CONTACT:	Jay. M. Stewart		
PHONE:	(916) 645-6387		
=====		=====	=====
***** ** INPUT DATA *****		2002-03	2003-04
		CALCULATIONS	CALCULATIONS
=====		=====	=====
X.PRIOR YEAR DATA (Starting point for calculations)	2001-02 ACTUAL	2002-03 ACTUAL	
(2001-02 Actual Appropriations Limit & Gann ADA)			
(are from District's Prior Year Gann report to CDE)	(Preloaded Data)	(Calculated Data)	
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT	30,190,947	30,236,750	
2.PRIOR YEAR GANN ADA (whole number)	7,079	7,181	
ADJUSTMENTS TO PRIOR YEAR LIMIT		ADJ TO 2002-03	
3.District Lapses, Reorgs, Other Transfers			
4.Temporary Voter approved increases (+)			
5.Lapses of Voter approved increases (-)			
6.TOTAL ADJUSTMENTS TO LIMIT (3 + 4 + 5)			
7.ADJUSTMENTS TO PRIOR YEAR ADA			
(Only for district lapses, reorgs, other transfers and)			
(only if adjustment to limit is entered in X3 above)			
Y.CURRENT YEAR GANN ADA			
P2 ADA (from J200A)	2002-03 P2 RPT	2003-04 P2 EST	
(2002-03 data should tie to P2 J18/19, J18/19C,			
J18/19 CH, J18/19 CH/BG, & J18/19 CH/BG/U			
1.Total K-12 ADA-Line 10	1,444.06	3,919.54	
2. ROC/P ADA-Line 12			
3. Charter School ADA-Line 26	5,527.28	3,348.55	
4.Total Summer School/Supplemental hrs-lines 21+ 27	146,653	146,653	
5.Divide line 4, above, by 700	209.50	209.50	
6.Sum lines 1 + 2 + 3 + 5	7,180.84	7,477.59	
OTHER ADA (from J18/19 & J18/19 CH P2)	2002-03 P2 RPT	2003-04 P2 EST	
7.Apprentice hours--Line M--High School			
8.Divide line 7 by 525			
TOTAL CURRENT YEAR GANN ADA			
9.Sum lines 6 + 8	7,180.84	7,477.59	
10.Round to Whole Number	7,181	7,478	

7.5.3

NAME		CODE	9/26/03
COUNTY:	PLACER	31	
DISTRICT:	Western Placer Unified	66951	<---District Code
=====		=====	=====
		2002-03	2003-04
=====		=====	=====
Z.PROCEEDS OF TAXES DATA			
TAXES & SUBVENTIONS (from J201R&E & J210R&E)		2002-03 COL C	2003-04 COL F
1.Homeowners Exemptions-Account 8021		176,910	160,516
2.Timber Yield-Account 8022			
3.Other Subventions-Account 8029			
4.Secured Roll-Account 8041		10,977,253	10,989,198
5.Unsecured Roll-Account 8042		397,345	411,209
6.Prior Year's Taxes-Account 8043			
7.Supplemental Taxes-Account 8044		1,309,897	1,403,639
8.ERAF-Account 8045		5,209,452	5,405,540
9.Penalties & Interest-Account 8048		-4,587	
10.Misc. Funds/In Lieu Taxes-Account 8082			
11.Comm. Redev. Funds-Accounts 8047 & 8625			
(ONLY if not counted in Redevelop. Agcy's Limit)			
12.Parcel Taxes-Account 8621			
13.Other Taxes-Account 8622 (Taxes Only), etc.			
14.Penalties & Interest-Account 8629			
(only those for the above taxes)			
15.Charter In-Lieu Taxes Received-Account 8780		9,329,809	8,500,000
16.Charter In-Lieu Taxes Transferred Out-Acct 7280		9,419,991	9,098,825
17.TOTAL TAXES/SUBVENTS(sum 1-15, less 16)		17,976,089	17,771,277
OTHER LOCAL REVENUES (from J201O & J210O)		2002-03 COL C	2003-04 COL F
18.Excess Debt Service Taxes-Account 8914			
TOTAL LOCAL PROCEEDS OF TAXES			
19.Sum lines 17 + 18		17,976,089	17,771,277
EXCLUDED APPROPRIATIONS		2002-03 COL C	2003-04 COL F
20.Medicare-Mandated-Accounts 3330 & 3340		360,012	382,889
(from J201E, J210E)			
(Only include appropriations made directly or indirectly)			
(from local proceeds of taxes in line Z19, above)			
(or state aid received in line Z36, below)			
(SACS users will have to get data for the above item)			
(from their personnel system, mandated amount only)			
21.Americans with Disabilities Act			
22.Court Mandated Desegregation Costs			
(For court orders imposed on or after November 6, 1979)			

7,5.4

NAME		CODE	9/26/03
COUNTY:	PLACER	31	
DISTRICT:	Western Placer Unified	66951	<---District Code
		2002-03	2003-04
OTHER EXCLUSIONS		2002-03 ACTUAL	2003-04 BUDGET
23. Other Unfunded Court/Federal Mandates (Imposed on or after November 6, 1979)			
TOTAL EXCLUSIONS			
24. Sum lines 20 through 23		360,012	382,889
STATE AID RECEIVED (from J201R & J210R)		2002-03 COL C	2003-04 COL F
25. Revenue Limit-Current Yr-Account 8011		3,010,080	9,135,549
26. Revenue Limit-Prior Yr-Account 8019		147,027	
27. ROC/P-Current Year-Account 8311, (SACS--Resource 6350)			
28. ROC/P-Prior Year-Account 8319, (SACS--Resource 6350)			
29. Charter School General Purpose-Account 8015		13,716,383	8,095,470
30. Charter Schl Categorical Block Grant-Acct 8480		1,069,077	628,000
31. Class Size Reduction K-3-Account 8434, (SACS--Resource 1300)		1,059,192	1,058,643
32. Class Size Reduction 9-Account 8435, (SACS--Resource 1200)		28,570	
33. TOTAL FROM J201R/J210R (sum 25 - 32)		19,030,329	18,917,662
ADD BACK TRANSFERS TO COUNTY (fr J201RL)		2002-03 ACTUAL	2003-04 BUDGET
34. Special Education SDC Transfer-Line 14		108,040	104,735
35. County Community Schl Transfer-Line 15		30,528	32,870
TOTAL STATE AID			
36. Sum lines 33+ 34 + 35		19,168,897	19,055,267
36A. Supplemental Instruction Funds Included above - (from Form RL - sum lines 17, 18, 22, 23, & 25)		354,792	188,484
DATA FOR INTEREST CALCULATION		2002-03 COL C	2003-04 COL F
37. Total Revenues (from J201 & J210 Line A-5)		54,194,922	52,336,448
38. Total Interest & Return on Investments (from J201R & J210R; Accounts 8660 & 8662)		206,148	130,000

7.5.5

NAME		CODE	9/26/03
COUNTY:	PLACER	31	
DISTRICT:	Western Placer Unified	66951	<---District Code
		2002-03	2003-04
APPROPRIATIONS LIMIT CALCULATIONS		2002-03	2003-04
I: PRELIMINARY APPROPRIATIONS LIMIT		2002-03 ACTUAL	2003-04 BUDGET
A. REVISED PRIOR YEAR LIMIT $(X1 + X6)$		30,190,947	30,236,750
B. INFLATION ADJUSTMENT		0.9873	1.0231
C. POPULATION ADJUSTMENT $(Y10 / (X2 + X7), 4 \text{ decs})$		1.0144	1.0414
D. PRELIMINARY LIMIT $(A * B * C)$		30,236,750	32,215,937
II: APPROPRIATIONS SUBJECT TO LIMIT			
E. LOCAL REVENUES EXCLUDING INTEREST $(Z19)$		17,976,089	17,771,277
F. PRELIMINARY STATE AID CALCULATION			
1. Minimum State Aid in Local Limit <i>(greater of \$2,400 or \$120 times Y10; but not greater than Z36 or less than Zero)</i>		861,720	897,360
2. Maximum State Aid in Local Limit <i>(lesser of $(D - E + Z24)$, or Z36; but not < zero)</i>		12,620,673	14,827,549
3. Preliminary State Aid in local limit <i>(greater of F1 or F2)</i>		12,620,673	14,827,549
G. LOCAL REVENUES IN PROCEEDS OF TAXES			
1. Interest Counting in Local Limit <i>$(Z38 / (Z37 - Z38) \text{ times } (E + F3))$</i>		116,829	81,175
2. TOTAL LOCAL PROCEEDS OF TAXES $(E + G1)$		18,092,918	17,852,452
H. STATE AID IN PROCEEDS OF TAXES <i>(greater of F1 or $(D - G2 + Z24)$, but not less than Zero & not greater than Z36)</i>		12,503,844	14,746,374
J. TOTAL APPROPRIATIONS SUBJECT TO LIMIT			
1. Local Revenues <i>(Line G2)</i>		18,092,918	
2. State Subventions <i>(Line H)</i>		12,503,844	
3. Less Excluded appropriations <i>(minus Line Z24)</i>		-360,012	
4. TOTAL APPROPRIATIONS SUBJECT TO LIMIT $(1+2+3)$		30,236,750	

7.5.6

NAME		CODE	9/26/03
COUNTY:	PLACER	31	
DISTRICT:	Western Placer Unified	66951	<---District Code
=====		=====	=====
		2002-03	2003-04
=====		=====	=====
		2002-03 ACTUAL	
K.ADJUSTMENTS TO LIMIT PER G.C. 7902.1			
(J4 - D, but not less than Zero)			
IF NOT ZERO REPORT AMOUNT TO:			
DIRECTOR			
STATE DEPARTMENT OF FINANCE			
STATE CAPITOL, ROOM 1145			
SACRAMENTO, CALIFORNIA 95814			
ATTN: SCHOOL GANN LIMITS			
=====		=====	=====
III. SUMMARY		2002-03 ACTUAL	2003-04 BUDGET
L.ADJUSTED APPROPRIATIONS LIMIT (D + K)		30,236,750	32,215,937
M.APPROPRIATIONS SUBJECT TO LIMIT (J4)		30,236,750	

7.5.7

**BOARD
OF
TRUSTEE
COMMENT
SECTION**

MISSION STATEMENT: Empower Students with the Skills, Knowledge, and Attitudes for Success in an Ever Changing World	
BOARD OF TRUSTEE GLOBAL DISTRICT GOALS	COMPLIANCE CHECK LIST
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.	Complies with Board Policy _____ Complies with Site Plan (LP) _____ Complies with Governance & Management Document _____ Complies with Mission Statement _____ Funding Sign-Off by J. Stewart _____
2. Fosters 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.	Personnel Sign-Off by B. Noyes _____ Program Sign Off by S. Leaman _____
4. Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.	SBLT Involvement _____ Initial _____

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

SUBJECT:

Consideration of Selection
And Implementation of New
District Logo

AGENDA ITEM AREA:

COMMENTS, BOARD OF TRUSTEES

REQUESTED BY:

Marcia Harris, Board Member

ENCLOSURES:

Samples

MEETING DATE:

October 7, 2003

BACKGROUND:

- At the request of Mrs. Harris, the samples, which were seen by the Board of Trustees at an earlier date, and placed on hold due to budget constraints, are being considered again.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees review this matter and give guidance to the Superintendent.

Eva\h:\wpfiles\Board\format10

8.2



WESTERN
PLACER
UNIFIED
SCHOOL
DISTRICT

8.2.1



WESTERN
PLACER
UNIFIED
SCHOOL
DISTRICT

8.2.2



WESTERN PLACER

UNIFIED SCHOOL DISTRICT

8.2.3