# WESTERN PLACER UNIFIED SCHOOL DISTRICT
## 600 SIXTH STREET, SUITE 400,
## LINCOLN, CALIFORNIA 95648
## Phone: 916.645.6350 Fax: 916.645.6356



**MEMBERS OF THE GOVERNING BOARD**

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

**DISTRICT ADMINISTRATION**

Scott Leaman, Superintendent
Gabe Simon, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Kerry Callahan, Assistant Superintendent of Educational Services


| | STUDENT ENROLLMENT | | |
|---|---|---|---|
| **School** | **2015-16 CALPADS** | **9/1/2016** | **11/7/2016** |
| Sheridan Elementary (K-5) | 66 | 67 | 70 |
| First Street Elementary (K-5) | 465 | 435 | 430 |
| Carlin C. Coppin Elementary (K-5) | 394 | 443 | 436 |
| Creekside Oaks Elementary (K-5) | 607 | 624 | 624 |
| Twelve Bridges Elementary (K-5) | 632 | 628 | 623 |
| Foskett Ranch Elementary (K-5) | 471 | 453 | 450 |
| Lincoln Crossing Elementary (K-5) | 645 | 659 | 658 |
| Glen Edwards Middle School (6-8) | 866 | 896 | 893 |
| Twelve Bridges Middle School (6-8) | 773 | 763 | 766 |
| Lincoln High School (9-12) | 1,735 | 1,839 | 1,824 |
| Phoenix High School (10-12) | 77 | 72 | 75 |
| **TOTAL** | **6731** | **6,879** | **6,849** |

**SDC Pre-School**
Foskett Ranch 17
First Street/LIP 62
Carlin C. Coppin 0

**Parent Education**
Continuing Educ. Classes

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

# Western Placer Unified School District
Regular Meeting of the Board of Trustees
**November 15, 2016, 7:00 P.M.**
Foskett Ranch Elementary School – Multipurpose Room
1561 Joiner Parkway, Lincoln, CA 95648

# AGENDA

**2016-2017 Goals & Objectives (G & O) for the Management Team: Component I:** Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

**6:15 P.M. START**

1. **CALL TO ORDER** – Foskett Ranch Elementary School – Multipurpose Room

2. **COMMUNICATION FROM THE PUBLIC**

**This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters on the agenda. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose are located at the entrance to the Multipurpose Room. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.**

**6:20 P.M.**

3. **CLOSED SESSION** – Foskett Ranch Elementary School Office – Conference Room

**3.1 CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

**3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATO-R**
Twelve Bridges Area Property (APN(s): 008-043-006 & -007, 008-081-012, 329-020-041)

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

**3.4 PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

**7:00 P.M.**

**4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – Twelve Bridge Middle School – Multipurpose Room

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

**4.1** ***Page 9*** **- CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

**4.2** ***Page 10*** **- CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Twelve Bridges Area Property (APN(s): 008-043-006 & -007, 008-081-012, 329-020-041)

**4.3** ***Page 11*** **- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

**4.4** ***Page 12*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

**5.** ***Page 14*** **– SPECIAL ORDER OF BUSINESS**
Foskett Ranch Elementary School will be featured

**6.** ***Page 17 - 50*** **- CONSENT AGENDA**

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

6.1 Classified Personnel Report
6.2 Student Discipline Stipulated Expulsion – Student #16/17-A
6.3 Ratification of Contract with Shady Creek Outdoor School and First Street Elementary.
6.4 Approve Agreement for Fiscal Budget Services between School Services of California, Inc., and WPUSD
6.5 Ratification of Contract with Shady Creek Outdoor School and Carlin C. Coppin Elementary.
6.6 Ratification of Contract with Youth Development Network
6.7 Ratification of Contract with Shady Creek Outdoor School and Twelve Bridges Elementary.
6.8 Ratification of Contract with All West Coachlines – Transportation Services to Exploratorium for First Street School.
6.9 Acceptance of Glen Edwards Middle School Portable Classrooms Addition Project and Approval of Notice of Completion

***Roll call vote:***

## 7. COMMUNICATION FROM THE PUBLIC

**This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose are located at the entrance to the Multipurpose Room. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.**

## 8. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Janna McCoy
- Western Placer Teacher's Association – Tara McCroskey
- Western Placer Classified Employee Association – Mike Kimbrough
- Superintendent - Scott Leaman

## 9. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

**9.1 Action** *Page 52* – **2016-2017 SINGLE PLANS FOR STUDENT ACHIEVEMENT – Callahan** *(16-17 G & O Component I, II, III, IV, V)*

- Pursuant to California Education Code (EC) Section 64001 and the federal Elementary and Secondary Education Act (ESEA) schools that receive state and federal funds through the Consolidated Application and Reporting System (CARS) and ESEA Program Improvement funds consolidate all school plans into the Single Plan for Student Achievement (SPSA).

**Elementary:**
http://www.wpusd.k12.ca.us/documents/SCHOOL%20BOARD/School%20Board%20Folder/Elementary%20SPSAs%202016-17-2.pdf

**Secondary:**
http://www.wpusd.k12.ca.us/documents/SCHOOL%20BOARD/School%20Board%20Folder/Secondary%20SPSAS%202016-17-1.pdf

**9.2 Action** *Page 53* - **ESTABLISH ANNUAL ORGANIZATIONAL MEETING – Leaman** *(16-17 G & O Component I, II, III, IV, V)*

- Education Code Sections 35143 and 5017 require the scheduling of an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action on the scheduling of the annual organizational meeting, and submit to PCOE.

**9.3 Discussion/ Action** *Page 56* – **CSBA DELEGATE ASSEMBLY – Leaman** *(15-16 G & O Component I, II, III, IV, V)*

- The Board of Trustees will discuss submitting a nomination for the CSBA Delegate Assembly.

**9.4 Action** *Page 65* - **ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/ REGULATIONS – Leaman** *(16-17 G & O Component I, II, III, IV, V)*

•The District Policy Committee and Management Team have reviewed the following new and revised policies/regulations/exhibits as per CSBA. They are now being presented for adoption by the Board of Trustees.

- E 0420.41 Charter School Oversight
- BP 2121 Superintendent's Contract
- BP 4112.2 Certification
- E 4112.9/4212.9/4312.9 Employee Notifications
- BP 4113 Assignment
- AR 4115 Evaluation/Supervision
- AR/E 4222 Teacher Aides/Paraprofessionals
- BB 9321 Closed Session Purposes and Agendas

## 10. BOARD OF TRUSTEES

### 10.1 FUTURE AGENDA ITEMS

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

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

### 10.2 BOARD MEMBER REPORTS/COMMENTS

## 11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**December 6, 2016** 7:00 P.M., Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3rd Floor Conference Room

➢**December 20, 2016** 7:00 P.M., Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3rd Floor Conference Room

## 12. ADJOURNMENT

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

Posted: 111016

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# DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

# Western Placer Unified School District
## CLOSED SESSION AGENDA

Place: **Foskett Ranch Elementary School – Conference Room**
Date: **Tuesday, November 15, 2016**
Time: **6:20 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

**3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

**8. PERSONNEL**
- * PUBLIC EMPLOYEE APPOINTMENT
- * PUBLIC EMPLOYEE EMPLOYMENT
- * PUBLIC EMPLOYEE PERFORMANCE EVALUATION
- * **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/ RELEASE**
- * COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE

**9. CONFERENCE WITH LABOR NEGOTIATOR**

10. STUDENTS
- * STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
- * STUDENT PRIVATE PLACEMENT
- * INTERDISTRICT ATTENDANCE APPEAL
- * STUDENT ASSESSMENT INSTRUMENTS
- * STUDENT RETENTION APPEAL, Pursuant to BP 5123
- * DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION

1. **LICENSE/PERMIT DETERMINATION**
   - A. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
   - A. Specify law enforcement agency
   - B. Title of Officer

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   - A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
   - B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
   - C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

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

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

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

**SUBJECT:**
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Gabe Simon, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent Business and Operations
Kerry Callahan, Assistant Superintendent of Educational Services

**AGENDA ITEM AREA:**
Disclosure of action taken in closed session

**REQUESTED BY:**
Scott Leaman
Superintendent

**ENCLOSURES:**
No

**DEPARTMENT:**
Personnel

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**
No

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

## ADMINISTRATION RECOMMENDATION:
Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

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

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

**SUBJECT:**
CONFERENCE WITH REAL PROPERTY NEGOTIATORS

**AGENDA ITEM AREA:**
Closed Session

**REQUESTED BY:**
Scott Leaman, Superintendent

**ENCLOSURES:**
No

**DEPARTMENT:**
Administration

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
November 1, 2016

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard to Twelve Bridges Area Property (APN(s): 008-043-006 & 007, 008-081-012, 329-020-041)

## RECOMMENDATION:

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

wp/rk/factform

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

| **MISSION STATEMENT**: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
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| DISTRICT GLOBAL GOALS |
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**SUBJECT:**
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

**AGENDA ITEM AREA:**
Disclosure of Action Taken in Closed Session

**REQUESTED BY:**
Scott Leaman, Superintendent
Kerry Callahan,
Assistant Superintendent of Educational Services

**ENCLOSURES:**
No

**DEPARTMENT:**
Administration

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

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

## RECOMMENDATION:

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

wp/rk/factform

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

| MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
|---|
| **DISTRICT GLOBAL GOALS** |
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| 5. **Promote student health and nutrition in order to enhance readiness for learning.** |

**SUBJECT:**
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

**AGENDA ITEM AREA:**
Closed Session

**REQUESTED BY:**
Gabe Simon
Assistant Superintendent of Personnel Services

**ENCLOSURES:**
No

**DEPARTMENT:**
Personnel

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**
Yes

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## BACKGROUND:

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

## RECOMMENDATION:

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

wp/rk/factform

# SPECIAL

# ORDER

# OF

# BUSINESS

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

| MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
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**SUBJECT:**
Featured School:
Foskett Ranch Elementary School

**AGENDA ITEM AREA:**
Special Order of Business

**REQUESTED BY:**
Scott Leaman,
Superintendent

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Administration

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
November 15, 2016

**ROLL CALL VOTE:**
No

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## BACKGROUND:

Foskett Ranch Elementary School will share a short presentation to the Board of Trustees.

## RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

wp/rk/PPPfactform

Foskett Ranch
ELEMENTARY SCHOOL

# Foskett Ranch Elementary School
# Board Presentation Agenda
# November 14, 2016

Foskett Ranch
Elementary School
1561 Joiner Parkway
Lincoln, CA 95648

Phone: 916-434-5255
Fax: 916-434-5240

Kelly Castillo
Principal

- Welcome to Foskett Ranch - Kelly Castillo
- Student Recognition
- PTO
- Student Leadership Team - The team will discuss their roles and experiences as student leaders.

# CONSENT

# AGENDA

# ITEMS

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

| **MISSION STATEMENT**: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
|---|
| DISTRICT GLOBAL GOALS |
| **1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students** |
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| **5. Promote student health and nutrition in order to enhance readiness for learning.** |

**SUBJECT:**
Classified Personnel Report

**AGENDA ITEM AREA:**
Consent Agenda

**REQUESTED BY:**
Gabriel Simon
Assistant Superintendent of Personnel Services

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Personnel

**FINANCIAL INPUT/SOURCE:**
General Fund/Categorical

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**

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## BACKGROUND:

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

## RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

# WESTERN PLACER UNIFIED SCHOOL DISTRICT
# PERSONNEL REPORT

November 15, 2016

## CLASSIFIED/MANAGEMENT

### NEW HIRES:

1. Name: Dayna Koch — Effective: 10/26/16 - 1/20/17
   Position: Temporary Instructional Aide — Site: Twelve Bridges Elementary
   Salary: CSEA, Range 15, Step A
   Hours: 3.34 Hours/5 Days a week
   Days: Temporary Position

2. Name: Kellie Rafferty — Effective: 11/7/16
   Position: Paraprofessional Aide — Site: Creekside Oaks Elementary
   Salary: CSEA, Range 17, Step A
   Hours: 3.75 Hours/5 Days a week
   Days: 10 Months/Year

### ADDITIONAL POSITION:

1. Name: Micki Marino — Effective: 11/1/16
   Position: Campus/Café Supervisor — Site: Twelve Bridges Elementary
   Hours: 20 Minutes/5 Days a week — Replacement
   Days: 10 Months/Year

2. Name: Micki Marino — Effective: 11/1/16
   Position: Campus/Café Supervisor — Site: Twelve Bridges Elementary
   Hours: 30 Minutes/5 Days a week — Replacement
   Days: 10 Months/Year

### TRANSFER/PROMOTION:

1. Name: Maha Peterson — Effective: 11/14/16
   Position: Paraprofessional Aide — Site: Creekside Oaks Elementary
   Salary: CSEA, Range 17, Step E
   Hours: 3.75 Hours/5 Days a week
   Days: 10 Months/Year

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

| MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
|---|
| DISTRICT GLOBAL GOALS |
| 1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students** |
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| 5. **Promote student health and nutrition in order to enhance readiness for learning.** |

**SUBJECT:**
Student Discipline
Stipulated Expulsion Students #16-17-A

**AGENDA ITEM AREA:**
Consent Session

**REQUESTED BY:**
Chuck Whitecotton
District Hearing Officer

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Administration

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Student #16-17-A

## RECOMMENDATION:

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

wp/rk/factform

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

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

**SUBJECT:**

Ratification of Contract with Shady Creek Outdoor School and First Street Elementary

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Fit Quest Grant / Donations

**MEETING DATE:**

November 15th, 2016

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for services with Shady Creek Outdoor School and First Street Elementary School for an outdoor educational program for the 2016-17 school year. The services include a 4-day stay for 85 students at Shady Creek Outdoor School. The cost of these services is $18,190.00 and will be paid with the Fit Quest Grant and Donations.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract agreement between Shady Creek Outdoor School and First Street Elementary School.

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Bill Cornelius, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") **First Street School** ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for **85 pupils** and agrees to pay an amount **equal to $235.00 per pupil** if scheduled for a five-day week and **$214.00** per pupil if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**

2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.

3. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a $500.00 stipend for providing a School Nurse or a $360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of ½ the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of $1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, ***as additional insured.*** The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

15. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

Western Placer Unified School District

By: _____ Dated: 11/4/16 ~~6/15/2016~~
(Authorized signature)

Sutter County Superintendent of Schools

By: _____ Dated: 6/15/16
Sutter County Superintendent of Schools

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **August 1, 2016.**

The District designates as Program Coordinator:

Name: _____ From: _____
(school or office)

Phone: _____

**Please provide us with an email address for further correspondence:**

Email: _____

Participating Teachers email address:

_____

_____

_____

_____

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

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

**SUBJECT:**

Approve Agreement for Fiscal Budget Services Between School Services of California, Inc., and WPUSD

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business Services

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Funds

**MEETING DATE:**

November 11, 2016

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

School Services of California, Inc., is specially trained to provide assistance regarding topics of school finance, legislation, school budgeting and general fiscal issues. The attached agreement authorizes School Services of California, Inc., to continue to provide fiscal budget services to Western Placer Unified School District through the 2016-17 school year.

**RECOMMENDATION:**

Administration recommends the Board ratify the agreement for fiscal budget services between School Services of California, Inc., and Western Placer Unified School District.

**AGREEMENT FOR SPECIAL SERVICES**
Fiscal Budget Services

This is an agreement between the **WESTERN PLACER UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2016.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:

   a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*

   b. Option of receiving information on Consultant's website regarding major school finance and policy issues

   c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

   d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

      Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

   e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

2. The Client agrees to pay to Consultant for services rendered under this Agreement:

   a. $2,940 annually, plus expenses, or payable at $245 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant

   b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

   c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site

   d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

3. The term of this contract shall be for the period of one year, beginning July 1, 2016, and terminating June 30, 2017. Agreement may be terminated prior to June 30, 2017 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: _____ DATE: 11/3/16

Andrea Kilpatrick
Print Name Asst Supt of Business Svs and Operations

Job Title
Western Placer Unified School District

BY: _____ DATE: May 15, 2016

JOHN D. GRAY
President
School Services of California, Inc.

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

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

**SUBJECT:**

Ratification of Contract with Shady Creek Outdoor School and Carlin C. Coppin Elementary

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Fit Quest Grant / Parent Donations

**MEETING DATE:**

November 15th, 2016

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for services with Shady Creek Outdoor School and Carlin C. Coppin Elementary School for an outdoor educational program for the 2016-17 school year. The services include a 4-day stay for 70 students at Shady Creek Outdoor School. The cost of these services is $16,450.00 and will be paid with the Fit Quest Grant and Parent Donations.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract agreement between Shady Creek Outdoor School and Carlin C. Coppin Elementary School.

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Bill Cornelius, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") **Carlin Coppin Elementary** ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for **70 pupils** and agrees to pay an amount **equal to $235.00 per pupil** if scheduled for a five-day week and **$214.00** per pupil if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**

2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.

3. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a $500.00 stipend for providing a School Nurse or a $360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of ½ the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of $1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, ***as additional insured.*** The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

15. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

Western Placer Unified School District

By: _____ Dated: 11/2/16
(Authorized signature)

Sutter County Superintendent of Schools

By: _____ Dated: 8/25/16
Sutter County Superintendent of Schools

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by September 30, 2016.

The District designates as Program Coordinator:

Name: _____ From: _____
(school or office)

Phone: _____

**Please provide us with an email address for further correspondence:**

Email: _____

Participating Teachers email address:

_____

_____

_____

_____

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

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

**SUBJECT:**
Ratification of Contract with
Youth Development Network

**AGENDA ITEM AREA:**
Consent

**REQUESTED BY:**
Kerry Callahan
Assistant Superintendent

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Educational Services

**FINANCIAL INPUT/SOURCE:**
LCFF Supplemental

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**
No

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**BACKGROUND:**
The attached contract is for the Youth Development Network to provide a 4-day Youth Development Train-the-Trainer Institute. This institute will develop the capacity of WPUSD staff to provide future Youth Development Institutes without the support/services of the Youth Development Network. The staff trained will provide training at future institutes as well as ongoing leadership and coaching support to our schools. The Train-the-Trainer Institute will be held November 21 & 22 and December 19 & 20. Fifteen (15) staff from WPUSD have volunteered their time to be trained.

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

YOUTH DEVELOPMENT NETWORK



# SCOPE of SERVICES 2016

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

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

## Western Placer Unified School District

Sept 2016

## Youth Development Institute Program Support

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

### The training helps shift beliefs of adults so they can:

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

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

### Immediate, or short-term, outcomes expected include:

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

## BE PART OF THE CHANGE YOU WANT TO SEE

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

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

## CUSTOMIZED COACHING TO SUPPORT ACTION PLANS

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

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

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

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

## TRANSFORM YOUR DISTRICT - TRANSFORM YOUR REGION

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

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

## YDI RECOMMENDED STRUCTURE

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

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

### Coaching

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

YOUTH DEVELOPMENT NETWORK

# YOUTH DEVELOPMENT INSTITUTE

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

## YOUR ORGANIZATION SHOULD BE INVOLVED

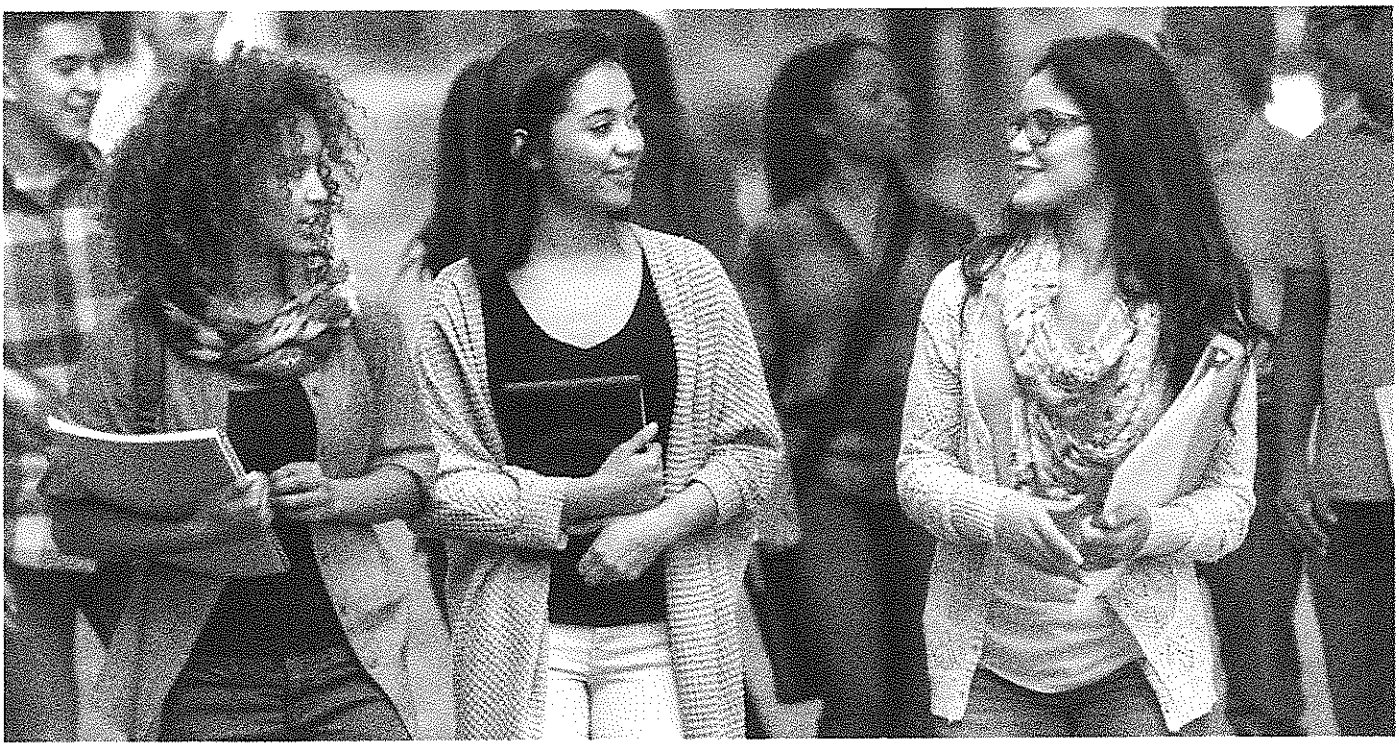
The YDI curriculum was developed by the Community Network for Youth Development (CNYD) as part of the national Building Exemplary Systems for Training Initiative and will be presented by the Youth Development Network.

### Through the YDI participating organizations and staff will:

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

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

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



**Physical Address:** 5115 Dudley Blve, McClellan, CA 95652 • **Mailing Address:** 3222 Winona Way, North Highlands, CA 95660
(P) 916.566.1652 (f) 916.566.1653 • www.ydnetwork.org

# REACTION FROM THE FIELD

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

## PIONEER HIGH SCHOOL, WOODLAND, CA

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

**AVERAGE DAILY ATTENDANCE (ADA)**

- 2010-2011 = 93.52%
- Aug 10- Dec 1, 2011 = 95.84% (approx 37 more students attending daily)
- Anticipated 2011-2012 ADA Savings = $119,880 ($18/student/day)

**NUMBER OF SUSPENSIONS**

- 2010-2011 - 6.3 days of suspension assigned/day of school
- Aug 10 - Dec 31, 2011 = 2.4 days of suspension assigned/day of school
- 2011-2012 ADA Growth = $12,636 ($18/student/day)

**ACADEMIC PERFORMANCE INDEX (API) 2009-2010 = 672**

- 2010-2011 = 720
- A gain of 48 points (without working specifically on curriculum)
- PHS API target for 2011-2012 is 757. "We are flying high to 800!"

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

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

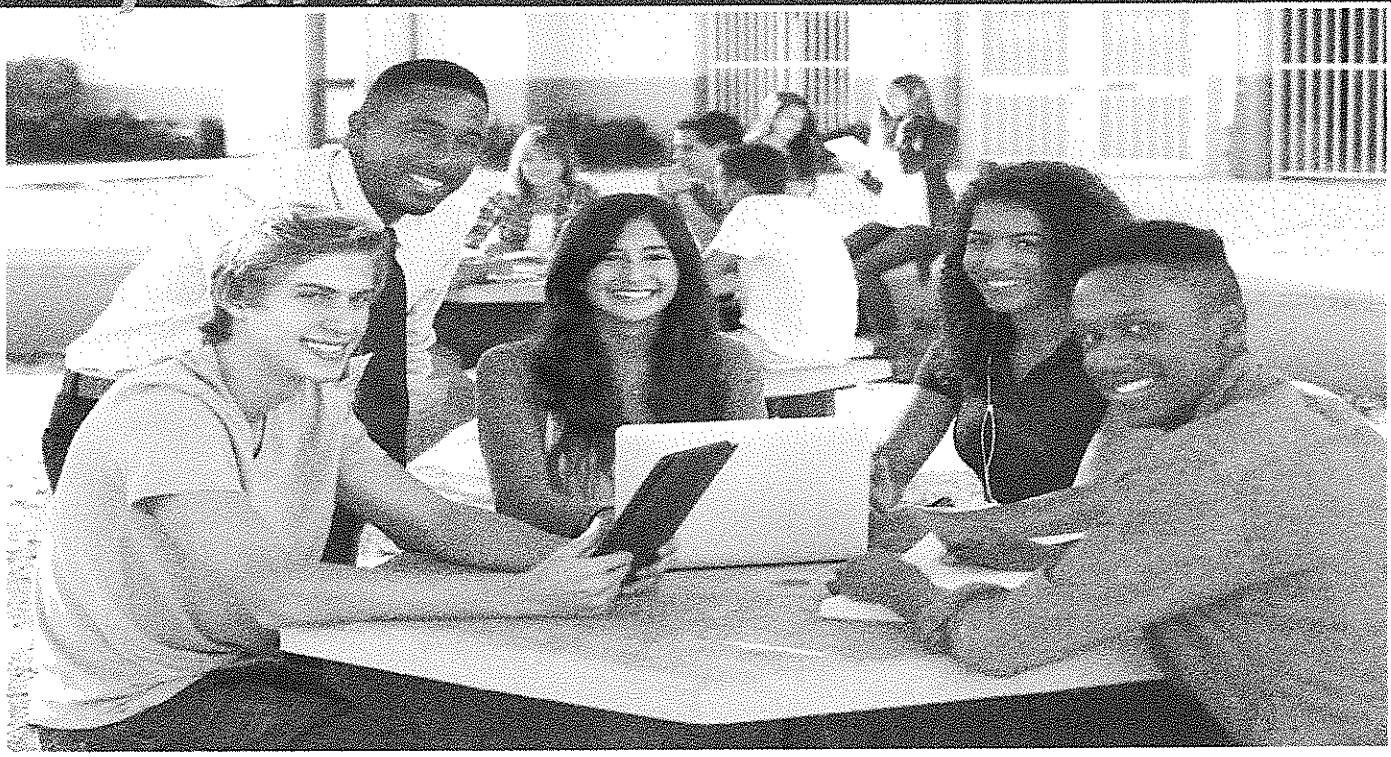
YDN prides itself on building leadership capacity within the organizations for which it works through coaching and a Train-the-Trainer model. Thus, after the 2011-2012 school year, PHS no longer required YDN support to sustain the policies and procedures that have made Pioneer High School a more safe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

## GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT, SACRAMENTO, CA

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

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

ydn YOUTH DEVELOPMENT Network



# Youth Development Institute

## Westen Placer YDI Train the Trainer Program - Year 1

| | | |
|---|---|---|
| **Phase 1 – Train the Trainer Session (4-day) Fall 2016 (20 participants)** | | $20,000* |
| **Date of Phase 1 Training - November 21 -22, 2016 & December 19-20, 2016** | | |
| | | |
| | | |
| **Add an additional $2,500 per session for YDN staff to coordinate breakfast & lunch catering** | | |
| **Total Fee for Services** | | $20,000 |
| | | |
| | | |

## THE FINE PRINT

BCallahan 11/2/16

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

**Mailing Address:** 3222 Winona Way, North Highlands, CA 956560 **Physical Address:** 5115 Dudley Blvd., McClellan, CA 95652
916.566.1652 ph - 916.566.1653 fx www.ydnetwork.org

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

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

**SUBJECT:**

Ratification of Contract with Shady Creek Outdoor School and Twelve Bridges Elementary

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Fit Quest Grant / Parent Donations

**MEETING DATE:**

November 15th, 2016

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for services with Shady Creek Outdoor School and Twelve Bridges Elementary School for an outdoor educational program for the 2016-17 school year. The services include a 4-day stay for 80 students at Shady Creek Outdoor School. The cost of these services is $17,120.00 and will be paid with the Fit Quest Grant and Parent Donations.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract agreement between Shady Creek Outdoor School and Twelve Bridges Elementary School.

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Dr. Baljinder Dhillon, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") **Twelve Bridges Elementary** ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for **80 pupils** and agrees to pay an amount **equal to $235.00 per pupil** if scheduled for a five-day week and **$214.00** per pupil if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**

2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.

3. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a $500.00 stipend for providing a School Nurse or a $360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of ½ the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of $1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, ***as additional insured.*** The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

15. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

Western Placer School District

By: Carrie Carlson Dated: 10/31/16
(Authorized signature)

Sutter County Superintendent of Schools

By: Shannon Gora Dated: 8/25/16
Sutter County Superintendent of Schools

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by September 30, 2016.

The District designates as Program Coordinator:

Name: Rey Cubias From: Twelve Bridges Elementary
(school or office)

Phone: (916) 434-5220

**Please provide us with an email address for further correspondence:**

Email: rcubias@wpusd.k12.ca.us

Participating Teachers email address:

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

| **MISSION STATEMENT**: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
|---|
| **DISTRICT GLOBAL GOALS** |
| 1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students** |
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| 5. **Promote student health and nutrition in order to enhance readiness for learning.** |

**SUBJECT:**

Ratification of Contract with All West Coachlines - Transportation Services to Exploratorium for First Street School

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Co-Curricular/Categorical

**MEETING DATE:**

November 15th, 2016

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for transportation services with All West Coachlines for students and teachers of First Street School for District sponsored field trip to the Exploratorium in San Francisco, CA on December 8, 2016. The services will be funded with Co-Curricular/Categorical.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract proposal agreement between All West Coachlines and Western Placer Unified School District.

# CONFIRMATION

| | |
|---|---|
| Charter ID | 66576 |
| Movement ID | 74337 |
| Move Date | 12/08/2016 |
| ClientID | WEPL002 |
| Phone | |
| Contact | |
| Customer | WESTERN PLACER UNIFIED SCHOOL DISTRICT<br>ATTN; ANITA MOYA DEL PINO<br>FIRST STREET SCHOOL<br>LINCOLN, CA |
| Group Name | |

**All West Coachlines**
**7701 Wilbur Way**
**Sacramento, CA 95828**
**Phone: (916) 423-4000 • (800) 843-2121**
**Fax: (916) 689-5926**

**Salesperson:** Roxanne Kinney

| | |
|---|---|
| Pickup Time | 12/8/16 7:15 am |
| First Pickup | 1400 1 ST, LINCOLN, CA 95648 |
| Arrival | 12/8/16 10:00 am |

| | |
|---|---|
| Destination | SAN FRANCISCO, CA |
| Leave Time | 12/8/16 5:05 pm |
| Back Time | 12/8/16 8:30 pm |

**First Pickup Instructions**
FIRST STREET SCHOOL - DEPARTING @ 8:00 AM

**SPAB**
**DVD PLAYER**

**Destination Instructions**
EXPLORATORIUM - PIER 15

**FOOD STOP IN CORDELIA ON RETURN**

## VEHICLES

| Seats | Vehicle Description | Vehicle ID | |
|---|---|---|---|
| 47 | 47 Coach | | $1,514.10 |
| | **Vehicle Total including PUC Tax if applicable** | | **$1,514.10** |

## EXTRAS

| Quantity | Description | UnitPrice | Price |
|---|---|---|---|
| 1.00 | San Francisco Surcharge | 45.00 | 45.00 |
| | **Movement Total** | | **$1,559.10** |

**Payment Terms:**
**Deposit Requirements:**

***Please sign and return one copy of this agreement to confirm your order. Agreement includes terms on the reverse side. Should you need to change or cancel this reservation please call the charter department at All West Coachlines, (800) 843-2121.***

**Signature:** _____ **Title:** Asst Supt of Business Svs and Operations **Date:** 10/27/16

# GENERAL TERMS AND CONDITIIONS

1. *GENERAL.* This document contains all of the terms and conditions under which CUSA AWC LLC, dba all West Coachlines (the "Company","Us","We") agrees to furnish service to you ("Customer" or "You"). When you sign this document it is a legally binding contract, and it can only be changed by a later written agreement between us. Carefully read this entire document before signing.

2. *ITINERARY.* A written itinerary must be received no later than fourteen (14) days before departure. Our driver will be given a copy of your entire itinerary, and he will be instructed to follow it strictly. He has no authority to agree to make any changes in the trip schedule without the prior approval of an authorized Company supervisor. Therefore, if, after your trip begins, you want to make any change in the agreed itinerary, you must notify your driver at once and he will contact the Company. If we agree to the change you request, you must then pay the full amount of any increase in the contract price immediately upon completion of the trip. Any additional charges will be based on the Company's current published rates.

3. *COMPLIANCE WITH LAWS.* All itineraries must allow the driver and the Company to comply with all Federal, State and local regulations or ordinances. Drivers are limited to: a) 15 consecutive hours on duty in any one day (including ½ hour driver preparation; and b) of this 15 hours, a maximum of 10 hours may be actual driving hours. If your itinerary requires the use of more than one driver, either the price of the charter will be adjusted or the itinerary must be changed to allow for only one driver. Upon reaching your destination, if the drivers' total on-duty hours have been used, the driver must have a minimum of 9 hours off-duty. The Customer is responsible for the driver(s) overnight room accommodations unless you and the Company have agreed in advance that the Company will provide the driver's room and bill you for the charges.

4. *RESPONSIBILITY FOR BAGGAGE.* The Company assumes no risk for handling baggage and other passenger's property and is not liable for any loss of such items stored anywhere in the bus. Passengers may only bring baggage and other property in an amount that can conveniently be carried in the chartered bus. Each passenger is responsible for removing all of their personal property and baggage from the interior of the bus at the end of each travel day and when the trip ends.

5. *STANDING WHILE BUS IN MOTION.* Buses may start or stop suddenly. Passengers are requested not to change seats or utilize the restroom when the bus is in motion unless exercising extreme caution. The Company will not be responsible for injuries to passengers who stand or walk while the bus is in motion. Charter groups must provide adequate supervision and discipline.

6. *SERVICE SUBJECT TO TARIFF.* Customer agrees that the performance of the service described in this order is subject to tariff regulations.

7. *RIGHT TO SUBSTITUTE EQUIPMENT.* The Company has the right, at it's sole discretion to substitute equipment from our fleet or from other companies in order to fulfill this charter agreement.

8. *CHARGES.* The "TOTAL CHARTER PRICE" shown is the Company's estimate based upon our current tariff and our best estimate of the specific services you have requested before adding any fuel surcharge. Charters exceeding the miles or hours booked will be billed for additional charges. Additional hours are billed in 1 hour increments. Charges do not include driver gratuity.

9. *FUEL SURCHARGE.* All trips are subject to a fuel surcharge. Fuel surcharges are subject to change.

10. *DEPOSIT.* When a deposit is required, there is a 50% deposit per bus due 10 days after you receive your confirmation in the mail. If the deposit is not received when it is due, we may cancel the charter.

11. *PAYMENT.* Payment is due 14 days before departure unless satisfactory credit arrangements have been made and approved. Payment must be made in cash or by check payable to All West Coachlines. We accept VISA, MasterCard, American Express or Discover Card. A handling fee will be charged when paying with a credit card.

12. *FINANCE CHARGES.* If you have made credit arrangements with us to pay after departure and you fail to pay on time, we will charge you a finance charge on all past-due amounts of 1.5% for each 30 day period that the bill is past-due.

13. *CLEANING AND REPAIRS.* The Customer is liable for extraordinary cleaning and for all repairs to our vehicle (beyond normal wear) caused by members of your party. You agree to pay for all repairs and excess cleaning charged within the company's terms of payment.

14. *EXTRA FEES.* Parking, tolls, airport fees and entry fees for parks and/or attractions are the responsibility of the Customer.

15. *ALCOHOLIC BEVERAGES.* If alcoholic beverages are brought on board our vehicle, a $300.00 deposit is required. Alcohol deposits will be refunded after completion of the trip if the coach is left in good condition. Please allow 10 working days for refund to be processed. The Company reserves the right to refuse or terminate transportation to any person that displays aggressive behavior or appears to be under the influence of alcohol, or other intoxicating substances. Glass containers and kegs are not allowed on our buses.

16. *SMOKING ON THE BUS.* No smoking is permitted on our buses.

17. *CANCELLATIONS.* Charters booked, but not prepaid or confirmed by either party, may be cancelled by either You or the Company without notice. Trips cancelled less than 72 hours but more than 24 hours before spot time are subject to a $250.00 per bus cancellation fee. Trips cancelled less than 24 hours before spot time are subject to a cancellation fee of 50% of the charter price. Cancellation at spot is subject to no refund.

18. *TIME OF ARRIVAL AND DEPARTURE.* The Company does not guarantee to arrive at or depart from any point at a specific time, but will endeavor to meet the schedule submitted by its agent or employee.

19. *FORCE MAJEURE.* The Company is not responsible for any delays, changes of schedule or cancellations resulting, directly or indirectly, from any act of God, public enemies, authority of law, quarantine, perils of navigations, riots, strikes, the hazard or dangers incident to a state of war, accidents, breakdowns, road conditions, weather conditions, and other conditions beyond the Company's control.

20. *ACCOMODATIONS FOR THE DISABLED.* Any group which requires an ADA accessible bus is requested to inform us at the time of the reservation, and must notify us in writing no later than 48 hours prior to the charter's departure.

21. *OXYGEN BROUGHT ON BOARD.* Groups with members using personal oxygen canisters must give the Company 48 hours advance notice. Each group member may have two (2) canisters inside the bus. Additional canisters must be transported under the bus and properly secured in the forward baggage compartment. Canisters stored under the bus must be properly packaged by the group member in protective cases with safety caps on the valves. Canisters may not exceed 4.5 inches in diameter and 26 inches in length.

22. *CASINO/INDIAN GAMING All Passengers must be at least 21 years of age. NO CHILDREN ALLOWED.*

# CERTIFICATE OF LIABILITY INSURANCE

5/1/2017

DATE (MM/DD/YYYY): 10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER: LOCKTON COMPANIES<br>5847 SAN FELIPE, SUITE 320<br>HOUSTON TX 77057<br>866-260-3538 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Greenwich Insurance Company | 22322 |
| INSURER B : XL Insurance America, Inc. | 24554 |
| INSURER C : National Union Fire Ins Co Pitts. PA | 19445 |
| INSURER D : Lloyds of London | |
| INSURER E : AIG Europe Limited | 0 |
| INSURER F : | |

INSURED
1054466 All West Coachlines, Inc.
A Coach USA Company
7701 Wilbur Way
Sacramento CA 95828

**COVERAGES** **CERTIFICATE NUMBER:** 13882686 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X CG 00 01 04/13<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | Y | Y | RGD943765103 | 5/1/2016 | 5/1/2017 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ Excluded<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY<br>X MCS-90B | Y | Y | RAD943765203 | 5/1/2016 | 5/1/2017 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 5,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| C | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED [X] RETENTION $25,000 | Y | Y | 19086913 | 5/1/2016 | 5/1/2017 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ XXXXXXX |
| B B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | RWD943541203 (AOS)<br>RWR943541303 (WI) | 5/1/2016<br>5/1/2016 | 5/1/2017<br>5/1/2017 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D<br>E | Excess Auto Liability<br>Excess Auto Liability | Y | Y | PN1600453<br>62785432 | 5/1/2016<br>5/1/2016 | 5/1/2017<br>5/1/2017 | $5M Each Occ/$10M Annual Agg<br>5,000,000 CSL per occurrence | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

13882686

Western Placer Unified School District
600 J. Street, Suite 400
Lincoln CA 95648

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

**SUBJECT:**
Acceptance of Glen Edwards Middle School Portable Classrooms Addition Project and
Approval of Notice to Completion

**AGENDA ITEM AREA:**
Consent

**REQUESTED BY:**
Michael Adell
Director of Facilities

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Facilities

**FINANCIAL INPUT/SOURCE:**
Fund 25 Developer Fees

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**
No

## BACKGROUND:

On June 7, 2016, the Board approved the Lease-Leaseback Agreement with BRCO Constructors, Inc., for the Glen Edwards Middle School Portable Classrooms Addition Project and authorized staff to execute the agreements to deliver the project per the plans and specifications by LPA Architects in the amount of $140,603.00. There was one (1) deductive change order representing the project savings in the amount of $12,782.00 from the project contingency. The adjusted Guaranteed Maximum Sum for the project totaled **$127,821.00**.

The project scope including, but not limited to, site preparations for the portable buildings, underground utilities connections, site demolition, grading, paving, and building signage has been completed and BRCO Constructors, Inc., has completed their contractual responsibilities including punchlist and project closeout documents for the project. Staff believes it is appropriate to approve the Notice of Completion at this time.

Enclosed is the Notice of Completion.

## RECOMMENDATION:

Staff recommends that the Board of Trustees accept the Glen Edwards Middle School Portable Classrooms Addition Project and approve the Notice of Completion.

RECORDING REQUESTED BY: Michael Adell, Director of Facilities
Western Placer Unified School District
WHEN RECORDED MAIL TO:

| | |
|---|---|
| NAME | Michael Adell, Director of Facilities |
| MAILING ADDRESS | 600 6th Street, Suite 400 |
| CITY, STATE ZIP CODE | Lincoln, CA 95648 |

No Fee Per Government Codes §6103, 27383

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

# NOTICE OF COMPLETION

## NOTICE IS HEREBY GIVEN:

That the work of improvements on the real property hereinafter described, consisting of construction of Glen Edwards Middle School Portable Classrooms Addition Project, Project site address: 204 L Street, Lincoln, CA 95648 , was completed on the 7th day of October , 2016.

That the name and address of the Owner of said property are as follows:

| | NAME | ADDRESS |
|---|---|---|
| (1) | Western Placer Unified School District | 600 Sixth Street, Suite 400<br>Lincoln, CA 95648 |

That then nature of its title to said property is a fee simple.

(2) That the name of the original Contractor for the work of improvement as a whole is: BRCO Constructors, Inc., of Loomis, CA : that the name of surety for said Contractor is Travelers Casualty and Surety Company of America , incorporated under the laws of the State of Connecticut , and Authorized to do business in the State of California by the laws of the State of California.

The property herein referred to is located in the County of Placer , California, and is a portion of the real property.

This project benefits the School District.

Audrey Kilpatrick

BY Assistant Superintendent of Business and Operations
Western Placer Unified School District

State of California

County of Placer

*"I certify under penalty of perjury that the foregoing is true and correct"*

(Date) (Signature)

# INFORMATION

# DISCUSSION

# ACTION

# ITEMS

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

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

**SUBJECT:**
2016-2017 Single Plans for Student Achievement

**AGENDA ITEM AREA:**
Action

**REQUESTED BY:**
Kerry Callahan
Assistant Superintendent

**ENCLOSURES:**
Yes (online)

**DEPARTMENT:**
Educational Services

**FINANCIAL INPUT/SOURCE:**
None

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**
No

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**BACKGROUND:**
Pursuant to California Education Code (EC) Section 64001 and the federal Elementary and Secondary Education Act (ESEA) schools that receive state and federal funds through the Consolidated Application and Reporting System (CARS) and ESEA Program Improvement funds consolidate all school plans into the Single Plan for Student Achievement (SPSA).

Each year, school sites update their SPSA goals/actions/expenditures to reflect the annual needs identified from analysis of state/local assessment data and resources allocated to support student programs.

All SPSAs have been updated to align with the LCAP and with state and federal requirements for the use of Title I and Supplemental funds. View Single Plans online at:

**Elementary:**
http://www.wpusd.k12.ca.us/documents/SCHOOL%20BOARD/School%20Board%20Folder/Elementary%20SPSAs%202016-17-2.pdf

**Secondary:**
http://www.wpusd.k12.ca.us/documents/SCHOOL%20BOARD/School%20Board%20Folder/Secondary%20SPSAS%202016-17-1.pdf

**RECOMMENDATION:**
Approve the enclosed Single Plans for Student Achievement as presented.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

| MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
|---|
| DISTRICT GLOBAL GOALS |
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| 4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.** |
| 5. **Promote student health and nutrition in order to enhance readiness for learning.** |

**SUBJECT:**
ESTABLISH ANNUAL ORGANIZATIONAL MEETING

**AGENDA ITEM AREA:**
ACTION

**REQUESTED BY:**
SCOTT LEAMAN
SUPERINTENDENT

**ENCLOSURES:**
YES

**DEPARTMENT:**
ADMINISTRATION

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
December 20, 2016

**ROLL CALL REQUIRED:**
NO

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## BACKGROUND:

Education Code 35143 and 5017 require the scheduling of an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action on the scheduling of the annual organizational meeting and submit to PCOE.

## RECOMMENDATION:

Administration recommends the Board of Trustees select an organizational meeting date for 2016.

wp/rk/factform

PCOE
GOLD IN EDUCATION

**Placer County Office of Education**
360 Nevada Street, Auburn, CA 95603
(530) 889-8020 • Fax (530) 886-5841 • www.placercoe.k12.ca.us

**Gayle Garbolino-Mojica, County Superintendent of Schools**

Important Board Agenda Item

# Memorandum

Date: October 3, 2016

To: District Superintendents

From: Gayle Garbolino-Mojica, County Superintendent of Schools

RE: Annual Organizational Meeting

---

This memorandum is a reminder to conduct your annual organizational meeting in December for the purpose of selecting your board officers. I have attached for your reference Education Code Sections 35143 and 5017 which govern the scheduling of this annual organizational meeting. Please refer to any policy or bylaw for any procedures otherwise adopted by your board.

This year the 15-day window period established by statute to hold the annual organizational meeting begins on Friday, December 2, 2016 and runs through Saturday, December 17, 2016. PLEASE NOTE: **This is an election year and the election office will have 30 days (until December 7) to certify the election. Please be sure to schedule your Annual Organization meeting after December 7th to ensure the election is certified prior to your new Board members taking office.**

Please note that the date and time of the annual organizational meeting must be selected by your governing board at the regular board meeting held immediately prior to December 2, unless otherwise provided by a policy or bylaw of the governing board. In the event the board does not select a day and time for the annual organizational meeting at the regular meeting referenced above, state law requires that I must do so before the 15-day window period begins on December 2nd.

**Please return this memorandum via facsimile (866-840-2941) or email (sarcuri@placercoe.k12.ca.us) on or before November 18, 2016, with the information requested below.** If you have a regular board meeting scheduled during the first week in December when your board is scheduled to set the date of its organizational meeting, please let my office know before November 18th.

Thank you and please contact me if you have any questions.

GGM/sea
Attachments
cc: District Secretaries

---

2016 Annual Organizational Meeting

School District: Western Placer Unified School District

Date and Time of Annual Organizational Meeting: December 6, 2016 @ 7:00 p.m.

Signed: _____

Title: Superintendent

# Education Code

## Education Code

### Term of office

EC 5017

Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the first Friday in December next succeeding his or her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.

(Amended by Stats. 2007, Ch. 730, Sec. 2.)

# Education Code

## Education Code

### Annual organizational meetings

EC 35143

The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

(Enacted by Stats. 1976, Ch. 1010.)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

| MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
|---|
| DISTRICT GLOBAL GOALS |
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| 3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.** |
| 4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.** |
| 5. **Promote student health and nutrition in order to enhance readiness for learning.** |

**SUBJECT:**
CSBA Delegate Assembly - Call for Nominations

**AGENDA ITEM AREA:**
Discussion/Action

**REQUESTED BY:**
Scott Leaman
Superintendent

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Administration

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

The Board of Trustees will discuss submitting a ballot for the CSBA Delegate Assembly Nomination. The ballot must be submitted by January 7, 2017.

## ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustees review.

wp/rk/CSBAelectionsfactform

WPUSD
Received
OCT 25 2016
DISTRICT OFFICE

csba
California School Boards Association

October 24, 2016

**DEADLINE: Saturday, January 7, 2017**
**BOARD ACTION REQUIRED**
**Please deliver to all governing board members.**

**MEMORANDUM**

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Chris Ungar, President

Re: Call for Nominations for CSBA Delegate Assembly

---

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Saturday, January 7, 2017**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Saturday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Wednesday, February 1, 2017 and are due Wednesday, March 15, 2017.
- Elected Delegates serve a two-year term beginning April 1, 2017 through March 31, 2019.

The enclosed nomination materials related to the nomination process are available to download at https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx. For more information about the Delegate Assembly, please contact the Executive Office or Charlyn Tuter at ctuter@csba.org or (800) 266-3382, ext. 3281. Thank you.

California School Boards Association

# Frequently Asked Questions regarding Delegate Assembly Nominations and Elections

**Who is eligible to serve on Delegate Assembly?** To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

**What is the term of office to serve on Delegate Assembly?** The term of office for each Delegate is two years beginning April 1, 2017 through March 31, 2019. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

**How is a board member nominated to serve on the Delegate Assembly?** A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

**What does a nomination consist of?** A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

**When are the nomination and biographical sketch forms due?** The nomination and candidate biographical sketch forms must be delivered to CSBA either by fax (916) 371-3407, email nominations@csba.org, or mail, postmarked by the U.S.P.S., on or before **Saturday, January 7, 2017.** ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.***

**How are nominees elected to serve on Delegate Assembly?** Ballots are mailed by Wednesday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Wednesday, March 15, in order to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than March 31. If there is a tie vote, a run-off election will be held.

**What are the required Delegate Assembly meeting dates?** There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

**Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings?** No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.

California School Boards Association

# Delegate Assembly Nomination Form

***DUE: Saturday, January 7, 2017***

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

**CSBA Region/subregion #_____**

**The Board of Education of the _____ wishes to**
*(Nominating District)*

**nominate _____. The nominee is a member of the**
*(Nominee)*

**_____, which is a member of the California**
*(Nominee's District)*

**School Boards Association.**

☐ The nominee has consented to this nomination.

☐ Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé.

☐ The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé will be sent by Saturday, January 7, 2017.

_____ _____

*Board Clerk or Board Secretary (signed)* *Date*

_____

*Board Clerk or Board Secretary (printed)*

**PLEASE NOTE:** The nomination and candidate biographical sketch forms may be emailed to nominations@csba.org, faxed to (916) 371-3407 or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Saturday, January 7, 2017**. ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.*** If you have any questions, please contact the Executive Office at (800) 266-3382 or Charlyn Tuter at ctuter@csba.org. Thank you.

csba
California School Boards Association

# 2017 Delegate Assembly Candidate Biographical Sketch Form

***DUE: Saturday, January 7, 2017***

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Name: _____ CSBA Region-subregion #: _____

District or COE Name: _____ Years on board: _____

Profession: _____ Contact Number: _____ E-mail: _____

Are you a continuing Delegate? ☐ Yes ☐ No If yes, how long have you served as a Delegate? _____

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

*Signature:* _____ *Date:* _____

# 2016 CSBA DELEGATE ASSEMBLY ROSTER

**DELEGATES** (Year = term expiration; ◈ = appointed by district) (As of October 14, 2016)

**REGION 1** – *4 Delegates (4 elected)*
Director: Jennifer Owen (Fort Bragg USD)

***Subregion 1-A (Del Norte, Humboldt)***
Annelia Hillman (Klamath-Trinity Joint USD), 2017
Lisa Ollivier (Eureka City SD), 2018
***Subregion 1-B (Lake, Mendocino)***
Taja Odom (Kelseyville USD), 2018
***County:*** Frances Costello (Del Norte Cnty. & USD), 2017

**REGION 2** – *4 Delegates (4 elected)*
Director: Sherry Crawford (Siskiyou COE)

***Subregion 2-A (Modoc, Siskiyou, Trinity)***
Gregg Gunkel (Siskiyou Union HSD), 2017
***Subregion 2-B (Shasta)***
James (Jim) Schwerdt (Shasta Union HSD), 2017
***Subregion 2-C (Lassen, Plumas)***
Dwight Pierson (Plumas County & USD), 2018
***County:*** Brenda Duchi (Siskiyou COE), 2018

**REGION 3** – *8 Delegates (8 elected)*
Director: A.C. (Tony) Ubalde (Vallejo City USD)

***Subregion 3-A (Sonoma)***
Dianna MacDonald (Cloverdale USD), 2017
Casandra Maitlen-Jones (Bennett Valley Un. SD), 2018
***Subregion 3-B (Napa)***
Indira Lopez (Calistoga Joint USD), 2017
***Subregion 3-C (Solano)***
Michele (Shelley) Dally (Vacaville USD), 2018
David Isom (Fairfield-Suisun USD), 2017
Vacant, 2017
***Subregion 3-D (Marin)***
Barbara (Barb) Owens (Tamalpais Union HSD), 2018
***County:*** Herman Hernandez (Sonoma COE), 2017

**REGION 4** – *8 Delegates (8 elected)*
Director: Paige K. Stauss (Roseville Joint Union HSD)

***Subregion 4-A (Glenn, Tehama)***
Rod Thompson (Red Bluff Jt. Union HSD), 2018
***Subregion 4-B (Butte)***
Judith Peters (Paradise USD), 2017
***Subregion 4-C (Colusa, Sutter, Yuba)***
Jim Flurry (Marysville Joint USD), 2018
Sharman Kobayashi (Yuba City USD), 2017
***Subregion 4-D (Nevada, Placer, Sierra)***
Julann Brown (Auburn Union ESD), 2017
Trish Gerving (Nevada City SD), 2017
Renee Nash (Eureka Union SD), 2018
***County:*** Suzanne Jones (Placer COE), 2018

**REGION 5** – *10 Delegates (7 elected/3 appointed ◈)*
Director: Jill Wynns (San Francisco County & USD)

***Subregion 5-A (San Francisco)***
Emily Murase (San Francisco County & USD)◈, 2017
Rachel Norton (San Francisco County & USD)◈, 2017
Shamann Walton (San Francisco County & USD)◈, 2018
***Subregion 5-B (San Mateo)***
Davina Drabkin (Burlingame ESD), 2017
Carrie Du Bois (Sequoia Union HSD), 2017
Marc Friedman (San Mateo Union HSD), 2018
Alisa MacAvoy (Redwood City ESD), 2018
Kevin Martinez (San Bruno Park ESD), 2017
Kalimah Salahuddin (Jefferson Union HSD), 2018
***County:*** Beverly Gerard (San Mateo COE), 2017

**REGION 6** – *19 Delegates (12 elected/7 appointed ◈)*
Director: Darrel Woo (Sacramento City USD)

***Subregion 6-A (Yolo)***
Susan Lovenburg (Davis Joint USD), 2018
***Subregion 6-B (Sacramento)***
Michael A. Baker (Twin Rivers USD)◈, 2017
Ellen Cochrane (Sacramento City USD)◈, 2018
Pam Costa (San Juan USD)◈, 2017
Craig DeLuz (Robla ESD), 2018
John Gordon (Galt Joint Union ESD), 2017
Jay Hansen (Sacramento City USD)◈, 2017
James Hendricks (Arcohe Union ESD), 2018
Susan Heredia (Natomas USD), 2017
Lisa Kaplan (Natomas USD), 2017
Lucinda Luttgen (San Juan USD)◈, 2018
Crystal Martinez-Alire (Elk Grove USD)◈, 2017
Michael McKibbin (San Juan USD), 2017
Edward Short (Folsom-Cordova USD), 2017
Bobbie Singh-Allen (Elk Grove USD)◈, 2018
Vacant, 2018
***Subregion 6-C (Alpine, El Dorado, Mono)***
Misty DiVittorio (Placerville Union ESD), 2018
Suzanna George (Rescue Union ESD), 2017
***County:*** Greg Geeting (Sacramento COE), 2018

# 2016 CSBA DELEGATE ASSEMBLY ROSTER

**REGION 7** – *20 Delegates (15 elected/5 appointed ◈)*
Director: Anne White (Livermore Valley USD)

***Subregion 7-A (Contra Costa)***
Elizabeth Block (West Contra Costa USD)◈, 2018
Laura Canciamilla (Pittsburg USD), 2018
Christine Deane (Contra Costa COE), 2017
Madeline Kronenberg (West Contra Costa USD), 2017
Linda K. Mayo (Mt. Diablo USD)◈, 2017
Kathi McLaughlin (Martinez USD), 2018
Yolanda C. Pena Mendrek (Liberty Union HSD), 2017
Raymond Valverde (Liberty Union HSD), 2018
***Subregion 7-B (Alameda)***
Valerie Arkin (Pleasanton USD), 2018
Desrie Campbell (Fremont USD), 2018
Ann Crosbie (Fremont USD)◈, 2017
Jamie Hintzke (Pleasanton USD), 2018
Philip Hu (Alameda USD), 2017
Beatriz Leyva-Cutler (Berkeley USD), 2017
Jody London (Oakland USD)◈, 2017
William McGee (Hayward USD), 2017
Amy Miller (Dublin USD), 2018
Diana J. Prola (San Leandro USD), 2017
Rosie Torres (Oakland USD)◈, 2018
***County:*** Aisha Knowles (Alameda COE), 2017

**REGION 8** – *14 Delegates (12 elected/2 appointed ◈)*
Director: Matthew Balzarini (Lammersville Joint USD)

***Subregion 8-A (San Joaquin)***
Gloria J. Allen (Stockton USD)◈, 2018
Sam Fant (Manteca USD), 2018
Kathleen Garcia (Stockton USD)◈, 2017
Ron Heberle (Lodi USD), 2017
Kathy Howe (Manteca USD), 2018
George Neely (Lodi USD), 2017
Jenny Van De Pol (Lincoln USD), 2018
***Subregion 8-B (Amador, Calaveras, Tuolumne)***
Zerrall McDaniel (Calaveras USD), 2017
***Subregion 8-C (Stanislaus)***
Faye Lane (Ceres USD), 2018
Cynthia Lindsey (Sylvan Union ESD), 2017
Vacant, 2017
***Subregion 8-D (Merced)***
Adam Cox (Merced City ESD), 2017
Greg Opinski (Merced Union HSD), 2018
***County:*** Vacant, 2018

**REGION 9** – *8 Delegates (8 elected)*
Director: Tami Gunther (Atascadero USD)

***Subregion 9-A (San Benito, Santa Cruz)***
Phil Rodriguez (Soquel Union ESD), 2018
Deborah Tracy-Proulx (Santa Cruz City Schools), 2018
George Wylie (San Lorenzo Valley USD), 2017
***Subregion 9-B (Monterey)***
Lila Cann (Salinas Union HSD), 2017
Rita Patel (Carmel USD), 2018
***Subregion 9-C (San Luis Obispo)***
Mark Buchman (San Luis Coastal USD), 2018
Vicki Meagher (Lucia Mar USD), 2017
***County:*** Sergio Alejo (Monterey COE), 2017

**REGION 10** – *15 Delegates (11 elected/4 appointed ◈)*
Director: Susan Markarian (Pacific Union ESD)

***Subregion10-A (Madera, Mariposa)***
Barbara Bigelow (Chawanakee USD), 2017
***Subregion10-B (Fresno)***
Daniel Babshoff (Kerman USD), 2017
Cynthia (Cyndi) Berube (Central USD), 2018
Darrell Carter (Washington USD), 2018
Gilbert F. Coelho (Firebaugh-Las Deltas USD), 2018
Valerie F. Davis (Fresno USD)◈, 2017
Brian D. Heryford (Clovis USD)◈, 2017
James Karle (Sanger USD), 2017
Marcia (Marcy) Masumoto (Sanger USD), 2017
Carol Mills (Fresno USD)◈, 2018
Betsy J. Sandoval (Clovis USD)◈, 2018
Norman Saude (Sierra USD), 2018
Kathy Spate (Caruthers USD), 2017
***Subregion10-C (Kings)***
Karen Frey (Corcoran Joint USD), 2018
***County:*** Barbara Thomas (Fresno COE), 2018

**REGION 11** – *9 Delegates (9 elected)*
Director: Suzanne Kitchens (Pleasant Valley SD)

***Subregion 11-A (Santa Barbara)***
Jack C. Garvin (Santa Maria Joint Union HSD), 2018
S. Monique Limon (Santa Barbara USD), 2017
***Subregion 11-B (Ventura County and Las Virgenes USD)***
John Andersen (Conejo Valley USD), 2018
Greg Barker (Moorpark USD), 2018
Rob Collins (Simi Valley USD), 2018
Vianey Lopez (Hueneme ESD), 2018
Christina Urias (Santa Paul USD), 2017
John Walker (Ventura USD), 2017
***County:*** Mark Lisagor (Ventura COE), 2017

# 2016 CSBA DELEGATE ASSEMBLY ROSTER

**REGION 12** – *13 Delegates (11 elected/2 appointed ◈)*
Director: Bill Farris (Sierra Sands USD)

***Subregion 12-A (Tulare)***
Peter Lara, Jr. (Porterville USD), 2018
Cathy Mederos (Tulare Joint Union HSD), 2017
Dean Sutton (Exeter USD), 2017
Lucia Vazquez (Visalia USD), 2018
***Subregion 12-B (Kern)***
Pam Baugher (Bakersfield City SD), 2017
Jeff Flores (Kern Union HSD)◈, 2017
Tim Johnson (Sierra Sands USD), 2017
Phillip Peters (Kern Union HSD)◈, 2018
Elizabeth Naty Santana-Garibaldo (Lamont ESD), 2017
Scott Starkey (Southern Kern USD), 2018
Wesley Thomas (Kernville Union ESD), 2018
Vacant, 2017
***County:*** Donald P. Cowan (Kern COE), 2018

**REGION 15** – *27 Delegates (18 elected/9 appointed ◈)*
Director: Meg Cutuli (Los Alamitos USD)

***County: Orange***
Ginny Aitkens (Saddleback Valley USD)◈, 2017
Valerie Amezcua (Santa Ana USD)◈, 2018
Dana Black (Newport-Mesa USD), 2018
Lauren Brooks (Irvine USD), 2018
Bonnie Castrey (Huntington Beach Union HSD), 2017
Gina Clayton-Tarvin (Ocean View SD), 2017
Jeff Cole (Anaheim ESD), 2017
Ian Collins (Fountain Valley ESD), 2017
Debbie Cotton (Ocean View SD), 2017
Lynn Davis (Tustin USD), 2018
Judy Franco (Newport-Mesa USD), 2018
Karin Freeman (Placentia-Yorba Linda USD), 2017
Bob Harden (Garden Grove USD)◈, 2017
Gila Jones (Capistrano USD)◈, 2018
Candice (Candi) Kern (Cypress ESD), 2018
Martha McNicholas (Capistrano USD)◈, 2018
Lan Q. Nguyen (Garden Grove USD)◈, 2018
Annemarie Randle-Trejo (Anaheim Union HSD)◈, 2018
Rob Richardson (Santa Ana USD)◈, 2017
Rosemary Saylor (Huntington Beach City ESD), 2018
Francine Scinto (Tustin USD), 2018
Michael Simons (Huntington Beach Union HSD), 2018
Robert A. Singer (Fullerton Joint Union HSD), 2017
Suzie R. Swartz (Saddleback Valley USD), 2017
Sharon Wallin (Irvine USD)◈, 2018
Dolores Winchell (Saddleback Valley ESD), 2017
***County:*** John W. Bedell (Orange COE), 2017

**REGION 16** – *20 Delegate (15 elected/5 appointed ◈)*
Director: Karen Gray (Silver Valley USD)

***Subregion 16-A (Inyo)***
Susan Patton (Lone Pine USD), 2017
***Subregion 16-B (San Bernardino)***
Jesse Armendarez (Fontana USD)◈, 2018
Christina Cameron-Otero (Needles USD), 2017
Niccole Childs (Hesperia USD), 2018
Lorena Corona (Fontana USD)◈, 2017
Tom Courtney (Lucerne Valley USD), 2017
Barbara J. Dew (Victor Valley Union HSD), 2018
Barbara Flores (San Bernardino City USD)◈, 2018
Cathline Fort (Etiwanda ESD), 2018
Margaret Hill (San Bernardino City USD)◈, 2017
Sylvia Orozco (Chino Valley USD)◈, 2017
Caryn Payzant (Alta Loma ESD), 2018
Barbara Schneider (Helendale SD), 2018
Jane D. Smith (Yucaipa-Calimesa Joint USD), 2018
Wilson So (Apple Valley USD), 2017
Eric Swanson (Hesperia USD), 2017
Kathy A. Thompson (Central ESD), 2017
Charles Uhalley (Chaffey Joint Union HSD), 2017
Donna West (Redlands USD), 2018
***County:*** Mark A. Sumpter (San Bernardino COE), 2018

**REGION 17** – *24 Delegates (18 elected/6 appointed ◈)*
Director: Carol Skiljan (Encinitas Union ESD)

***County: San Diego***
Elvia Aguilar (South Bay Union SD), 2018
Barbara Avalos (National SD), 2018
Kevin Beiser (San Diego USD)◈, 2017
Brian Clapper (National SD), 2018
Katie Dexter (Lemon Grove SD), 2018
Twila Godley (Lakeside Union SD), 2017
Adrianne Hakes (Oceanside USD), 2018
Beth Hergesheimer (San Dieguito Union HSD), 2017
Elizabeth Jaka (Vista USD), 2018
Claudine Jones (Carlsbad USD), 2018
Michael McQuary (San Diego USD)◈, 2018
Janet W. Mulder (Jamul-Dulzura Union ESD), 2017
Tamara Otero (Cajon Valley Union SD), 2017
Dawn Perfect (Ramona USD), 2017
Eduardo Reyes (Chula Vista ESD), 2018
Barbara Ryan (Santee SD), 2017
Debra Schade (Solana Beach ESD), 2018
Priscilla Schreiber (Grossmont Union HSD), 2017
Nicholas Segura (Sweetwater Union HSD)◈, 2018
Charles Sellers (Poway USD)◈, 2017
Arturo Solis (Sweetwater Union HSD)◈, 2017
Sharon Whitehurst-Payne (San Diego USD)◈, 2017
Vacant, 2018
***County:*** Mark C. Anderson (San Diego COE), 2017

# 2016 CSBA DELEGATE ASSEMBLY ROSTER

**REGION 18** – *21 Delegates (16 elected/5 appointed ◈)*
Director: Jerry Bowman (Menifee Union ESD)

***Subregion 18-A (Riverside)***
Bruce N. Dennis (Riverside COE), 2017
Kenneth Dickson (Murrieta Valley USD), 2017
Tom Elliott (Perris ESD), 2018
Tom Hunt (Riverside USD)◈, 2017
Ben Johnson, II (Alvord USD), 2018
Cleveland Johnson (Moreno Valley USD)◈, 2017
Wendy Jonathan (Desert Sands USD), 2018
Marla Kirkland (Val Verde USD), 2018
Susan Lara (Beaumont USD), 2018
Patricia Lock-Dawson (Riverside USD)◈, 2018
Memo Mendez (Jurupa USD), 2017
Bill Newberry (Corona-Norco USD)◈, 2017
John I. Norman (San Jacinto USD), 2017
David Allen Pulsipher (Temecula Valley USD), 2017
Cathy L. Sciortino (Corona-Norco USD)◈, 2018
Susan Scott (Lake Elsinore USD), 2018
Sandra Tusant (Romoland ESD), 2017

***Subregion 18-B (Imperial)***
Ralph Fernandez (Brawley Union HSD), 2017
Diahna Garcia-Ruiz (Heber ESD), 2017
Gloria Santillan (Brawley ESD), 2018
***County:*** Susan Manger (Imperial COE), 2018

**REGION 20** – *12 Delegates (11 elected/1 appointed ◈)*
Director: Albert Gonzalez (Santa Clara USD)

***County: Santa Clara***
Robert Benevento (Morgan Hill USD), 2018
Frank Biehl (East Side Union HSD), 2018
Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2018
Danielle Cohen (Campbell Union SD), 2017
Pamela Foley (San Jose USD)◈, 2017
Anjali Kausar (Cupertino Union SD), 2017
Bonnie Mace (Evergreen ESD), 2017
Joe Mitchner (Mountain View-Los Altos Un. HSD), 2018
Reid Myers (Sunnyvale SD), 2017
Andres Quintero (Alum Rock Union ESD), 2017
George Sanchez (Franklin-McKinley ESD), 2017
***County:*** Rosemary Kamei (Santa Clara COE), 2018

**REGION 21** – *7 Delegates (7 appointed ◈)*
Director: George McKenna (Los Angeles USD)

***County: Los Angeles***
Monica Garcia (Los Angeles USD)◈, 2017
Monica Ratliff (Los Angeles USD)◈, 2017
Ref Rodriguez (Los Angeles USD)◈, 2020
Scott Schmerelson (Los Angeles USD)◈, 2020
Richard Vladovic (Los Angeles USD)◈, 2020
Steven Zimmer (Los Angeles USD)◈, 2017
***County:*** Douglas Boyd (Los Angeles COE)◈, 2018

**REGION 22** – *6 Delegates (6 elected)*
Director: Victor Torres (Castaic Union SD)

***Los Angeles County: North Los Angeles***
John K. Curiel (Westside Union ESD), 2017
Steven DeMarzio (Westside Union ESD), 2018
R. Michael Dutton (Keppel Union ESD), 2017
Keith Giles (Lancaster ESD), 2018
Nancy Smith (Palmdale ESD), 2018
Steven M. Sturgeon (William S. Hart Union HSD), 2017

**REGION 23** – *16 Delegates (13 elected/3 Appointed ◈)*
Director: Xilonin Cruz-Gonzalez (Azusa USD)

***Los Angeles County: San Gabriel Valley & East Los Angeles***
***Subregion 23-A***
Adele Andrade-Stadler (Alhambra USD), 2017
Kenneth Bell (Duarte USD), 2017
Bob Bruesch (Garvey ESD), 2018
Gregory Krikorian (Glendale USD), 2018
Gary Scott (San Gabriel USD), 2018

***Subregion 23-B***
Benjamin Cardenas (Montebello USD)◈, 2017
Anthony Duarte (Hacienda La Puente USD), 2018
Helen Hall (Walnut Valley USD), 2017
Gino (J.D.) Kwok (Hacienda La Puente USD)◈, 2018
Vacant, 2017

***Subregion 23-C***
Steven Llanusa (Claremont USD), 2018
Christina Lucero (Baldwin Park USD), 2017
Eileen Miranda Jimenez (West Covina USD), 2017
Roberta Perlman (Pomona USD)◈, 2017
Camie Poulos (West Covina USD), 2018
Paul Solano (Bassett USD), 2018

**REGION 24** – *16 Delegates (14 elected/2 Appointed ◈)*
Director: Donald E. LaPlante (Downey USD)

***Los Angeles County: Southwest Crescent***
Darryl Adams (Norwalk-La Mirada USD), 2017
Micah Ali (Compton USD), 2017
Leighton Anderson (Whittier Union HSD), 2018
Jan Baird (South Whittier ESD), 2017
Paul Gardiner (East Whittier City ESD), 2018
Margie Garrett (Compton USD), 2018
Vivian Hansen (Paramount USD), 2017
Megan Kerr (Long Beach USD)◈, 2017
Eugene Krank (Hawthorne SD), 2018
Jose Lara (El Rancho USD), 2017
Sylvia V. Macias (South Whittier ESD), 2018
John McGinnis (Long Beach USD)◈, 2018
Karen Morrison (Norwalk-La Mirada USD), 2018
Ann M. Phillips (Lawndale ESD), 2018
Margarita Rios (Norwalk-La Mirada USD), 2018
Ana Valencia (Norwalk-La Mirada USD), 2017

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

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

DISTRICT GLOBAL GOALS

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

**SUBJECT:**
Adoption of Revised/New Policies/Regulations/Exhibits

**AGENDA ITEM AREA:**
Action

**REQUESTED BY:**
Scott Leaman
Superintendent

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Administration

**FINANCIAL INPUT/SOURCE:**
N/A

**MEETING DATE:**
November 15, 2016

**ROLL CALL REQUIRED:**
No

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

- E 0420.41 Charter School Oversight
- BP 2121 Superintendent's Contract
- BP 4112.2 Certification
- E 4112.9/4212.9/4312.9 Employee Notifications
- BP 4113 Assignment
- AR 4115 Evaluation/Supervision
- AR/E 4222 Teacher Aides/Paraprofessionals
- BB 9321 Closed Session Purposes and Agendas

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

wp/rk/factform

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

**E 0420.41 - Charter School Oversight**
(E revised)

Exhibit updated to reflect **NEW LAWS** (2015) which add requirements for charter schools to adopt a math placement policy (SB 359), provide lactation accommodations for students (AB 302), comply with law pertaining to the education of foster youth (SB 445), and retroactively grant a diploma to students who met all graduation requirements except the high school exit examination (SB 172). Item also added to reflect requirement of California Constitution to annually issue a school accountability report card, applicable to charter schools pursuant to Education Code 47612(c). Exhibit deletes items related to the qualifications of teachers and paraprofessionals under the No Child Left Behind Act, repealed by **NEW FEDERAL LAW** (Every Student Succeeds Act, P.L. 114-95), and revises item related to student assessment to reflect the suspension of the high school exit examination through the 2017-18 school year (SB 172).

**BP 2121 - Superintendent's Contract**
(BP revised)

Policy updated to clarify the conditions under which the Governing Board may meet in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss superintendent contact, salary, or compensation paid in the form of fringe benefits.

**BP 4112.2 - Certification**
(BP revised)

Policy updated to add requirement, as amended by the Every Student Succeeds Act (P.L. 114-95), to notify parents/guardians of each student attending a school receiving Title I funds that they may request certain information regarding the qualifications of their child's teacher.

**E 4112.9/4212.9/4312.9 - Employee Notifications**
(E revised)

Minor revision made in exhibit to delete notification (last item of section II) regarding the opportunity to comment and participate when a school is identified for restructuring under Title I program improvement, repealed by the Every Student Succeeds Act (P.L. 114-95).

**BP 4113 - Assignment**
(BP revised)

Policy updated to delete material re: assignment of teachers who meet the qualifications of "highly qualified" teachers, as those requirements were repealed by the Every Student Succeeds Act (ESSA) (P.L. 114-95). Policy also revised to reflect the continuing requirement to describe in the Title I local educational agency plan how the district will address any disparities that result in low-income or minority students being taught at higher rates by ineffective, inexperienced, or out-of-field teachers. Details reflecting the state's Compliance Monitoring, Intervention and Sanctions program deleted as the CDE's ESSA transition plan indicates that districts will not be required to participate in that program in the 2016-17 school year.

**AR 4115 - Evaluation/Supervision**
(AR revised)

Minor revision made in regulation to delete requirement that a teacher, in order to be evaluated on a five-year schedule, must meet the qualifications of a "highly qualified" teacher if applicable for the position, as the highly qualified teacher requirements were repealed by the Every Student Succeeds Act (P.L. 114-95).

**AR/E 4222 - Teacher Aides/Paraprofessionals**
(AR revised; E deleted)

Regulation updated to delete material on the qualifications and duties of paraprofessionals working in a program supported by Title I funds, as those requirements were repealed by the Every Student Succeeds Act (P.L. 114-95). Regulation also consolidates options for the requirement that paraprofessionals demonstrate proficiency in reading, writing, and mathematics equivalent to or exceeding the proficiency required for high school seniors. Exhibit which provided a sample attestation of compliance with Title I paraprofessional requirements deleted.

**BB 9321 - Closed Session Purposes and Agendas**
(BB revised)

Bylaw updated to clarify that the Board may not meet in closed session under the "personnel exception" (Government Code 54957) of the Ralph M. Brown Act to discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline. "Negotiations/Collective Bargaining" section revised to reflect that the Board may meet with the district's designated representatives in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent.

**CHARTER SCHOOL OVERSIGHT**

## REQUIREMENTS FOR CHARTER SCHOOLS

Charter schools ~~are generally exempt from provisions of the Education Code unless they are expressly included in the law. However, charter schools are~~ **shall be** subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements including, but not limited to, requirements that each charter school:

~~1. Comply with the state and federal constitution and applicable federal laws~~

~~2. Comply with state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963~~

1~~3~~. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

2~~4~~. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)

3~~5~~. Not charge tuition (Education Code 47605)

4~~6~~. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools

5~~7~~. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)

6~~8~~. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

7~~9~~. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)

8~~10~~. Admit all students who wish to attend the school, according to the following criteria and procedures:

a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

**CHARTER SCHOOL OVERSIGHT** (continued)

However, if a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

c. Other admissions preferences may be permitted by the chartering district on an individual school basis as consistent with law. (Education Code 47605)

~~9~~11. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

~~10~~12. **Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)** ~~If the school participates as a member of a special education local plan area (SELPA), comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)~~

~~11~~13. If the school offers a kindergarten program: (Education Code 48000)

a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2

b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020

12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

~~15. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the State Board of Education (SBE) (20 USC 6319; 34 CFR 300.18)~~

**CHARTER SCHOOL OVERSIGHT** (continued)

136. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

147. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)

158. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

169. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)

1720. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

218. If **the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy, with specified components (Education Code 51224.7)** applicable, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds (20 USC 6319)

2219. Meet all statewide standards and conduct ~~the student assessments required by Education Code 60605 and 60851 and~~ any ~~other~~ statewide standards or assessments applicable to noncharter public schools (Education Code 47605, 47612.5, **60605, 60850-60859**)

203. **Until July 31, 2018, grant a high school diploma to any student who completed grade 12 in the 2003-04 school year or a subsequent school year and who has met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 60851.6)** ~~Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 46201.2, 47612.5)~~

214. **Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school** (Education Code 46201.2, 47612.5) ~~If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to Offer courses required for~~

**CHARTER SCHOOL OVERSIGHT** (continued)

~~graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)~~

22. **If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)**

23~~5~~. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

24~~6~~. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

25~~7~~. If the school offers an athletic program, annually provide an information sheet about concussion and head injury to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to return to the activity. (Education Code 49475)

26~~8~~. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)

27~~9~~. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

~~30~~28. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

~~31~~29. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the

**CHARTER SCHOOL OVERSIGHT** (continued)

Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

~~30~~2. Electronically submit the grade point average of all students in grade 12 to the Student Aid Commission each academic year for use in the Cal Grant program, after notifying the students and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days (Education Code 69432.9)

~~31~~3. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

**32. Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)**

~~33~~4. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)

a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device

b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive

c. Providing defense and indemnification to volunteers for any and all civil liability from such administration

~~34~~5. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)

**CHARTER SCHOOL OVERSIGHT** (continued)

356. Annually prepare and submit financial reports to the Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:

a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the **local control and accountability plan template in 5 CCR 15497.5.** ~~SBE template in accordance with Education Code 47606.5.~~ This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5; **5 CCR 15497.5**)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)

d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)

e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)

f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to

**CHARTER SCHOOL OVERSIGHT** (continued)

the state Controller and the California Department of Education. (Education Code 47605

36. **If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)**

37. **Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article XVI, Section 8.5)**

**In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.**

# SUPERINTENDENT'S CONTRACT

The Board of Trustees believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

*(cf. 0200 – Goals for the School District)*
*(cf. 2120 - Superintendent Recruitment and Selection)*
*(cf. 4312.1 - Contracts)*
*(cf. 9000 - Role of the Board)*

The contract shall be reviewed by the district's legal counsel and may include the following:

~~*(cf. 2110 – Superintendent Responsibilities and Duties)*~~

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031

2. Length of the work year and hours of work

3. ~~The~~ Salary, health and welfare benefits, and other compensation for the position

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

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

*(cf. 3350 - Travel Expenses)*

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

*(cf. 4040 - Employee Use of Technology)*

5. Vacation, illness and injury leave, and personal leaves

*(cf. 4161/4261/4361 - Leaves)*
*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*
*(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*
*(cf. 4161.5/4261.5/4361.5 - Military Leave)*
*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

6. General duties and responsibilities of the position

**SUPERINTENDENT'S CONTRACT** (continued)

*(cf. 2110 - Superintendent Responsibilities and Duties)*

7. Criteria, process, and procedure for **annual** evaluation ~~and the conditions for reemployment~~ **of the Superintendent**

*(cf. 2140 - Evaluation of the Superintendent)*

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in a timely manner of the requirement to give notice

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

11. Conditions and process for termination of the contract including the maximum cash settlement that the Superintendent may receive if terminated prior to its expiration date

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceeding brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board shall deliberate ~~in closed session~~ about the terms of the contract **in closed session at a regular meeting. Discussions regarding the salary**, ~~except that~~ salary **schedule,** or other compensation ~~shall be discussed in public at a regular meeting~~ **may occur in closed session only as permitted under Government Code 54957.6 between the Board and its designated representative(s) (the "labor exception☺, for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent**. (Government Code 54956, 54957, **54957.6**)

*(cf. 9320 – Meetings and Notices)*
*(cf. 9321 - Closed Session Purposes and Agendas)*
*(cf. 9321.1 - Closed Session Actions and Reports)*

Terms of the contract shall remain confidential until the ratification process commences.

**SUPERINTENDENT'S CONTRACT** (continued)

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

The Board shall ratify the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262, **54957.6**)

*(cf. 1340 – Access to District Records)*
*(cf. 3580 - District Records)*

**Termination of Contract**

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

*(cf. 4117.5/4217.5/4317.5 - Termination Agreements)*

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal **fiscal** practices, ~~the maximum settlement shall be as determined by an administrative law judge but no greater than the Superintendent's monthly salary multiplied by six~~ **no cash or noncash settlement of any amount shall be provided**. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

*Legal Reference: (see next page*

**SUPERINTENDENT'S CONTRACT** (continued)

*Legal Reference:*

*EDUCATION CODE*
*35031 Term of employment*
*41325-41329.3 Conditions of emergency apportionment*
*GOVERNMENT CODE*
*3511.1-3511.2 Local agency executives*
*53243-53243.4 Abuse of office*
*53260-53264 Employment contracts*
*54954 Time and place of regular meetings*
*54956 Special meetings*
*54957 Closed session personnel matters*
*54957.1 Closed session, public report of action taken*
***54957.6 Closed sessions regarding employee matters***
*UNITED STATES CODE, TITLE 26*
*105 Self-insured medical reimbursement plan; definition of highly compensated individual*
*UNITED STATES CODE, TITLE 42*
*300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals*
*CODE OF FEDERAL REGULATIONS*
*1.105-11 Self-insured medical reimbursement plan*
***COURT DECISIONS***
***San Diego Union v. City Council, (1983) 146 Cal.App.3d 947***
***ATTORNEY GENERAL OPENIONS***
***57 Ops. Cal Atty. Gen. 209 (1974)***

*Management Resources:*

*CSBA PUBLICATIONS*
*Superintendent Contract Template, 2015*
***ATTORNEY GENERAL PUBLICATIONS***
***The Brown Act: Open Meetings for Local Legislative Bodies, 2003***
*WEB SITES*
*CSBA http://www.csba.org~~/sds~~*
*Association of California School Administrators: http://www.acsa.org*
***Office of the Attorney General, Department of Justice: http://caag.state.ca.us/***

Policy
adopted: September 4, 2007
revised: September 16, 2014
revised: June 7, 2016
revised: November 15, 2016

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**
Lincoln, California

## CERTIFICATION

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal or district requirements for the position.

*(cf. 4111 - Recruitment and Selection)*
*(cf. 4112.21 - Interns)*
*(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)*
*(cf. 4112.23 - Special Education Staff)*
~~*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*~~
*(cf. 4112.5/4312.5 – Criminal Record Check)*
*(cf. 4113 - Assignment)*
*(cf. 4121 - Temporary/Substitute Personnel)*
*(cf. 5148 - Child Care and Development)*
*(cf. 6178 - Career Technical Education)*
*(cf. 6200 - Adult Education)*

The Superintendent or designee may provide assistance and support to teachers holding preliminary credentials to help them meet the qualifications required for the clear credential.

*(cf. 4131 - Staff Development)*
*(cf. 4131.1 - Teacher Support and Guidance)*

### Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who ~~is qualified to participate in and~~ enrolls in an approved intern program in the region of the district **and possesses an intern credential**

2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit issued by the CTC

   The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. ~~As a last resort,~~ An individual who holds an emergency permit issued ~~by the CTC~~ or for whom a credential waiver has been granted by the CTC

**CERTIFICATION** (continued)

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

**National Board for Professional Teaching Standards Certification**

The Board of Trustees encourages district teachers to voluntarily complete the requirements for the advanced certification awarded by the National Board for Professional Teaching Standards.

The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance with the collective bargaining agreement and the district budget, the Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program contingent upon funding.

*(cf. 4161.3 - Professional Leaves)*

***Parental Notifications***

**At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)**

1. **Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction**

**CERTIFICATION** (continued)

2. **Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived**

3. **Is teaching in the field of discipline of his/her certification**

*(cf. 5145.6 - Parental Notifications)*

**In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)**

*Legal Reference: (see next page)*

**CERTIFICATION** (continued)

*Legal Reference:*

*EDUCATION CODE*
*8360-8370 Qualifications of child care personnel*
*32340-32341 Unlawful issuance of a credential*
*35186 Complaints regarding teacher vacancy or misassignment*
*44066 Limitations on certification requirements*
*44200-44399.1 Teacher credentialing, especially:*
*44250-44277 Credential types; minimum requirements*
*44300-44302 Emergency permits*
*44325-44329 District interns*
*44330-44355 Certificates and credentials*
*44420-44440 Revocation and suspension of credentials*
*44450-44468 University internship program*
*44830-44929 Employment of certificated persons; requirement of proficiency in basic skills*
*56060-56063 Substitute teachers in special education*
*CODE OF REGULATIONS, TITLE 5*
~~*6100-6125 Teacher qualifications, No Child Left Behind Act*~~
*80001-80674.6 Commission on Teacher Credentialing*
*UNITED STATES CODE, TITLE 20*
***6312 Title 1 local educational agency plans; notifications regarding teacher qualifications***
~~*6319 Highly qualified teachers*~~
~~*7801 Definitions, highly qualified teacher*~~
*CODE OF FEDERAL REGULATIONS, TITLE 34*
~~*200.55-200.57 Highly qualified teachers*~~
*200.61 Parent notification regarding teacher qualifications*
*COURT DECISIONS*
*Association of Mexican-American Educators et. al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534*

*Management Resources:*

*COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS*
*CL-667 Basic Skills Requirement*
*CL-856 Provisional Internship Permit*
*CL 858 Short-Term Staff Permit*
*13-01 Hiring Hierarchy in Education Code 44225.7, Coded Correspondence, January 30, 2013*
*Subject Matter Authorization Guideline Book, 2012*
*Supplementary Authorization Guideline Book, 2012*
*California Standards for the Teaching Profession, 2009*
*The Administrator's Assignment Manual, rev. September 2007*
*WEB SITES*
*CSBA: http://www.csba.org*
*Commission on Teacher Credentialing: http://www.ctc.ca.gov*
*Commission on Teacher Credentialing, Commission's Information Guide (for employers' use only): http://www.ctc.ca.gov/credentials/cig*
*National Board for Professional Teaching Standards: http://www.nbpts.org*
*U.S. Department of Education: http://www.ed.gov*

Policy
adopted: September 4, 2007
revised: February 1, 2011
revised: September 15, 2015
revised: November 15, 2016

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**
Lincoln, California

## EMPLOYEE NOTIFICATIONS

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|---|---|---|
| **I. To All Employees** | | | |
| At the beginning of school year or upon employment | Education Code 231.5; Government Code 12950, 2 CCR 11023 | AR 4119.11<br>4219.11<br>4319.11 | The district's policy on sexual harassment, legal remedies, complaints |
| Annually to all employees **and 72 hours before pesticide application** | Education Code 17612 | AR 3514.2 | Use of pesticide product, active ingredients, Internet address to access information |
| To all employees, prior to implementing year-round schedule | Education Code 37616 | BP 6117 | Public hearing on year-round program |
| To all employees, prior to implementing alternative schedule | Education Code 46162 | AR 6112 | Public hearing on block schedule |
| Annually to all employees | Education Code 49013; 5 CCR 4622 | AR 1312.3<br>BP 0460<br>BP 3260 | Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan |
| Annually to all employees | Education Code 49414 | AR 5141.21 | Request for volunteers to be trained to administer epinephrine auto-injectors |
| Electronically to all employees, no more than twice per school year per child needing ~~training~~ **medication** | Education Code 49414.7 | AR 5141.21 | Request for volunteers to administer emergency antiseizure medication; ~~medication~~ **training** to be provided |
| To all employees | Government Code 1126 | BP 4136<br>4236<br>4336 | Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal |
| Prior to beginning employment | Government Code 3102 | AR 4112.3<br>4212.3<br>4312.3 | Oath or affirmation of allegiance required of disaster service workers |
| To all employees | Government Code 8355; 41 USC 8102 | BP 4020<br>BP 4159<br>4259<br>4359 | District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs |

## EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|---|---|---|
| **I. To All Employees** (continued) | | | |
| Upon placement of automated external defibrillator (AED) in school, and annually thereafter | Health and Safety Code 1797.196 | AR 5141 | Proper use of AED; location of all AEDs on campus **sudden cardiac arrest, school's emergency response plan** |
| To all employees, if the district receives Tobacco-Use Prevention Education funds | Health and Safety Code 104420 | AR 3513.3 | District's tobacco-free schools policy and enforcement procedures |
| Annually to all employees, or more frequently if there is new information | Health and Safety Code 120875, 120880 | AR 4119.43<br>4219.43<br>4319.43 | AIDS and hepatitis B, including methods to prevent exposure |
| To all employees, with each paycheck | Labor Code 246 | AR 4161.1<br>4361.1<br>AR 4261.1 | Amount of sick leave available |
| To covered employees and former employees | Labor Code 2800.2 | AR 4154<br>4254<br>4354 | Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage |
| To every new employee, either at the time employee is hired or by end of first pay period | Labor Code 3551 | BP 4157.1<br>4257.1<br>4357.1 | Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor |
| Prior to beginning employment | Penal Code 11165.7, 11166.5 | AR 5141.4 | Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law |
| Upon employment, and when employee goes on leave for specified reasons | Unemployment Insurance Code 2613 | AR 4154<br>4254<br>4354 | Disability insurance rights and benefits |

## EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|---|---|---|
| **I. To All Employees** (continued) | | | |
| To all employees via employee handbook, or to each new employee | 2 CCR 11096; 29 CFR 825.300 | AR 4161.8<br>4261.8<br>4361.8 | Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to Provide 30 days' notice of need for leave when possible |
| To all employees and job applicants | 34 CFR 104.8, 106.9 | BP 0410<br>BP 4030 | District's policy on nondiscrimination and related complaint procedures |
| Annually to all employees | 40 CFR 763.84, 763.93 | AR 3514 | Availability of asbestos management plan; any inspections, response actions, or post-response actions planned or in progress |
| **II. To Certificated Employees** | | | |
| To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire | Education Code 22455.5 | AR 4121 | Criteria for membership in retirement system; right to elect membership at any time |
| Upon employment of a retired certificated individual | Education Code 22461 | AR 4117.14<br>4317.14 | Postretirement earnings limitation **or employment restriction; monthly report of compensation** |
| To certificated employees | Education Code 35171 | AR 4115<br>BP 4315 | District regulations related to performance evaluations |
| 30 days before last day of school year for instructional staff, or by June 30 for noninstructional Certificated staff, in any year in which employee is evaluated | Education Code 44663 | AR 4115 | Copy of employee's evaluation |

## EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|---|---|---|
| **II. To Certificated Employees** (continued) | | | |
| To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee | Education Code 44664 | AR 4115 | Notice and description of the unsatisfactory performance |
| By May 30, if district issues reemployment notices to certificated employees | Education Code 44842 | AR 4112.1 | Request ~~to~~ **that the employee** notify district of intent to remain in service ~~for~~ **next year** ~~the following school year copy of law~~ |
| To certificated employees upon employment, and to nonpermanent employees in July of each school year | Education Code 44916 | AR 4112.1<br>AR 4121 | Employment status and salary |
| To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment | Education Code 44929.21 | AR 4117.6 | Whether or not employee is reelected for next school year |
| When certificated employee is subject to disciplinary action for cause at any time of year or, for charge of unsatisfactory performance, during instructional year | Education Code 44934, 44934.1 44936 | BP 4118<br>AR 4118 | Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice |
| To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice | Education Code 44938 | BP 4118 | Notice of deficiency and opportunity to correct |
| To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year | Education Code 44938 | BP 4118 | Notice of deficiency and opportunity to correct |

## EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|---|---|---|
| **II. To Certificated Employees** (continued) | | | |
| To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings | Education Code 44940.5 | AR 4118 | Notice of intent to dismiss 30 days from notice unless employee demands hearing |
| To probationary employees 30 days prior to dismissal, during school year, but not later than March 15 for second-year probationary employees | Education Code 44948.3 | AR 4118 | Reasons for dismissal and opportunity to appeal |
| By March 15 when necessary to reduce certificated personnel, with final notice by May 15 | Education Code 44949, 44955 | BP 4117.3 | Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination |
| On or before June 30, to temporary employee who served 75 percent of school year but will be released | Education Code 44954 | BP 4121 | District's decision not to reelect employee for following school year |
| To teacher, when student engages in or is reasonably suspected of specified acts | Education Code 49079 | AR 4158<br>4258<br>4358 | Student has committed specified act that constitutes ground for suspension or expulsion |
| To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending | 5 CCR 80303 | AR 4117.7<br>4317.7 | Contents of state regulation re: report to Commission on Teacher Credentialing |
| ~~To teachers when school is identified for Title I program improvement restructuring~~ | ~~20 USC 6316~~ | ~~AR 0520.2~~ | ~~School identified for restructuring; opportunity to comment and participate~~ |
| **III. To Classified Employees** | | | |
| To classified employee charged with mandatory leave of absence offense, in merit system district | Education Code 44940.5 | AR 4218 | Notice of intent to dismiss in 30 days |

## EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|---|---|---|
| When classified employee is subject to disciplinary action for cause, in nonmerit district | Education Code 45113 | AR 4218 | Notice of charges, procedures, and employee rights |
| To classified employees, at least 60 days prior to layoff, or by April 29 if specially funded program is expires at end of school year | Education Code 45117 | AR 4217.3 | Notice of layoff and reemployment rights |
| To classified employees upon employment and upon each change in classification | Education Code 45169 | AR 4212 | Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek |
| To classified permanent employee whose leave is exhausted | Education Code 45192, 45195 | AR 4261.1<br>AR 4261.11 | Exhaustion of leave, opportunity to request additional leave |
| To school bus drivers and school activity bus drivers prior to expiration of specified documents | 13 CCR 1234 | AR 3542 | Expiration date of driver's license, driver's certificate and medical certificate; need to renew |
| To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter | 13 CCR 2480 | AR 3542 | Limitations on vehicle idling; consequences of not complying |
| To school bus drivers, prior to district drug testing program and thereafter upon employment | 49 CFR 382.601 | BP 4112.42<br>4212.42<br>4312.42 | Explanation of federal requirements for drug testing program and district's policy |
| **IV. To Administrative Supervisory Personnel** | | | |
| To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract | Education Code 35031 | BP 4312.1 | Decision not to reelect or reemploy upon expiration of contract or term |
| Upon request by administrative or supervisory employee transferred to teaching position | Education Code 44896 | AR 4313.2 | Statement of the reasons for the release or reassignment |

## EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|---|---|---|
| **IV. To Administrative/Supervisory Personnel** (continued) | | | |
| By March 15 to employee who may be released/reassigned the following school year | Education Code 44951 | AR 4313.2 | Notice that employee may be released or reassigned the following school year |
| **V. To Individual Employees Under Special Circumstances** | | | |
| **In the event of a breach of security of district records, to affected employees** | **Civil Code 1798.21** | **BP 3580** | **Types of records affected, date of breach, description of incident, and, as applicable, contract information for credit reporting agencies** |
| Prior to placing derogatory information in personnel file | Education Code 44031 | AR 4112.6<br>4212.6<br>4312.6 | Notice of derogatory information, opportunity to review and comment |
| To employees who volunteer to administer epinephrine auto-injector | Education Code 49414 | AR 5141.21 | Defense and indemnification from civil liability by the district |
| 24 hours before Board meets in closed session to hear complaints or charges against employee | Government Code 54957 | BB 9321 | Employee's right to have complaints/charges heard in open session |
| When taking disciplinary action against employee for disclosure of confidential information | Government Code 54963 | BP 4119.23<br>4219.23<br>4319.23 | Law prohibiting disclosure of confidential information obtained in closed session |
| Within one working day of work-related injury or victimization of crime ~~at workplace~~ | Labor Code 3553, 5401 | BP 4157.1<br>4257.1<br>4357.1 | Potential eligibility for workers' compensation benefits, claim form |
| When adverse employment action is based on DOJ criminal history information or subsequent arrest notification | Penal Code 11105, 11105.2 | AR 4112.5<br>4212.5<br>4312.5 | Copy of DOJ notification |

## EMPLOYEE NOTIFICATIONS (continued)

| When/Whom to Notify | Education or Other Legal Code | Board Policy/ Administrative Regulation # | Subject |
|---|---|---|---|
| **V. To Individual Employees Under Special Circumstances** (continued) | | | |
| To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter | 8 CCR 3204, 5193 | AR 4119.42<br>4219.42<br>4319.42 | The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records |
| To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation | 8 CCR 5191 | AR 3514.1 | Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material |
| To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area | 8 CCR 5194 | AR 3514.1 | Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights |
| To employee eligible for military leave | 38 USC 4334 | AR 4161.5<br>4261.5<br>4361.5 | Notice of rights, benefits, and obligations under military **leave** |
| Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave | 29 CFR 825.300 | AR 4161.8<br>4261.8<br>4361.8 | Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice leave |
| Whenever notice of eligibility for FMLA is provided to employee | 29 CFR 825.300 | AR 4161.8<br>4261.8<br>4361.8 | Rights and responsibilities re: use of FMLA; consequence of failure to meet obligations |

## ASSIGNMENT

In order to serve the best interests of students and the educational program, the Governing Board authorizes the Superintendent or designee to assign certificated personnel to positions for which their preparation, certification, professional experience, and aptitude qualify them.

*(cf. 4112.2 - Certification)*
*(cf. 4112.21 - Interns)*
*(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)*
*(cf. 4112.23 - Special Education Staff)*
*(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)*

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement or Board policy.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

### Assignment to Courses/Classes

The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.

When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare him/her to provide instruction in that subject.

~~Teachers who are assigned to teach core academic subjects shall meet the requirements of the No Child Left Behind Act (NCLB) pertaining to qualifications of highly qualified teachers. (20 USC 6319, 7801; 5 CCR 6100-6126)~~

~~*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*~~

**When specifically authorized by law or regulations,** the Superintendent or designee may assign a teacher, with his/her consent, to a position outside his/her credential authorization ~~when specifically authorized by law or regulation, and~~ in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's (CTC) Administrator's Assignment Manual. Assignments made pursuant to Education Code 44256, 44258.2, and 44263 shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.

*(cf. 3580 - District Records)*

The Superintendent or designee shall periodically report to the Board on teacher assignments and vacancies, including the number and type of assignments made outside a teacher's credential authorization through a local teaching assignment option. Whenever district misassignments and vacancies are reviewed by the County Superintendent of Schools or Commission on Teacher Credentialing, as applicable, the Superintendent or designee shall report the results to the Board and shall provide recommendations for remedying any identified issues.

**ASSIGNMENT** (continued)

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

**Equitable Distribution of Qualified Teachers**

**The Superintendent or designee shall** ~~In order to~~ ensure that highly qualified and experienced teachers are equitably distributed among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students. ~~the Superintendent or designee shall:~~ **He/she shall annually report to the Board comparisons of teacher qualifications across district schools, including the number of teachers serving under a provisional internship permit, short-term staff permit, intern credential, emergency permit, or credential waiver.**

***(cf. 0520.2 - Title I Program Improvement Schools)***

~~1. Verify that all teachers of core academic subjects possess the qualifications of highly qualified teachers as required by NCLB or develop immediate and long-term solutions for ensuring that all core academic classes will be taught by highly qualified teachers~~

~~2. Not assign teachers with provisional internship permits, short-term staffing permits, or credential waivers to schools that have 40 percent or higher poverty or are ranked in deciles 1-3 on the statewide Academic Performance Index~~

~~3. Not place interns in high-poverty, low-performing schools in greater numbers than in schools with low poverty or higher academic achievement~~

~~4. Compare teacher retention rates across district schools and develop strategies to recruit and retain experienced and effective teachers in hard-to-staff schools~~

~~*(cf. 4111 - Recruitment and Selection)*~~

~~The Superintendent or designee shall annually report to the Board and the California Department of Education (CDE) comparisons of teacher qualifications across district schools. When required by the CDE, the Superintendent or designee shall develop an equitable distribution plan to identify strategies for recruiting, developing, and retaining highly qualified teachers in low-performing schools. As needed, the Board may direct the Superintendent to transfer teachers to high-need schools in accordance with law and the collective bargaining agreement, and/or may align district resources to improve the skills and qualifications of teachers at those schools.~~

**Strategies for ensuring equitable access to experienced teachers may include, but are not limited to, incentives for voluntary transfers, provision of professional development, and/or programs to recruit and retain effective teachers.**

**ASSIGNMENT** (continued)

***(cf. 0460 - Local Control and Accountability Plan)***
***(cf. 4111 - Recruitment and Selection)***
*(cf. 4114 - Transfers)*
*(cf. 4131 - Staff Development)*
***(cf. 4131.1 - Teacher Support and Guidance*** ~~*Beginning Teacher Support/Induction)*~~
~~*(cf. 4138 - Mentor Teachers)*~~
***(cf. 6171 - Title I Programs)***

*Legal Reference:*

*EDUCATION CODE*
*33126 School accountability report card*
*35035 Additional powers and duties of superintendent*
*35186 Complaint process*
*37616 Assignment of teachers to year-round schools*
*44225.6 Commission report to the legislature re: teachers*
*44250-44277 Credentials and assignments of teachers*
*44314 Subject matter programs, approved subjects*
~~*44395-44398 Incentives for assigning NBPTS certified teachers to high priority schools*~~
*44824 Assignment of teachers to weekend classes*
*44955 Reduction in number of employees*
*GOVERNMENT CODE*
*3543.2 Scope of representation*
*CODE OF REGULATIONS, TITLE 5*
~~*6100-6126 Teacher qualifications, No Child Left Behind Act*~~
*80003-80005 Credential authorizations*
~~*80020-80020.5 Additional assignment authorizations*~~
*80335 Performance of unauthorized professional services*
*80339-80339.6 Unauthorized certificated employee assignment*
*UNITED STATES CODE, TITLE 20*
*6311 State plan*
***6312 Local educational agency plans***
~~*6319 Highly qualified teachers*~~
*6601-6651 Teacher and Principal Training and Recruiting Fund*
~~*7801 Definitions, highly qualified teacher*~~
~~*CODE OF FEDERAL REGULATIONS, TITLE 34*~~
~~*200.55-200.57 Highly qualified teachers*~~

*Management Resources: (see next page)*

**ASSIGNMENT** (continued)

*Management Resources:*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

~~*Revised State Plan for the No Child Left Behind Act, rev. September 2008*~~

***California State Plan to Ensure Equitable Access to Excellent Educators***

***Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016***

*COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS*

***Administrator's Assignment Manual – Updates and Revision, May 2014***

*The Administrator's Assignment Manual, rev. September 2007*

*U.S. DEPARTMENT OF EDUCATION GUIDANCE*

***Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016***

*Improving Teacher Quality State Grants: ESEA Title II, Part A, rev. October 5, 2006*

*WEB SITES*

*CSBA: http://www.csba.org*

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

*Commission on Teacher Credentialing: http://www.ctc.ca.gov*

~~*Santa Clara County Office of Education, Personnel Management Assistance Team: http://www.sccoe.org/depts/pmat*~~

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

## EVALUATION/SUPERVISION

Evaluation of certificated employees shall be conducted in accordance with the procedures established in this administrative regulation and applicable collective bargaining agreements. To the extent that any of those provisions conflict, the procedures in the collective bargaining agreement shall be implemented.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

The Superintendent or designee shall print and make available to certificated employees written regulations related to the evaluation of their performance in their assigned duties. (Education Code 35171)

*(cf. 4112.9 – Employee Notifications)*

### Frequency of Evaluations

Each probationary certificated employee shall be evaluated at least once each school year. (Education Code 44664)

*(cf. 4116 - Probationary/Permanent Status)*
*(cf. 4117.6 – Decision Not to Rehire)*

Each certificated employee with permanent status shall be evaluated and assessed at least every other year. If the employee receives an unsatisfactory evaluation, he/she shall be annually evaluated until he/she achieves a positive evaluation or is separated from the district. (Education Code 44664)

~~*(cf. 4117.4 – Dismissal)*~~
***(cf. 4118 – Dismissal/Suspension/Disciplinary Action)***

Alternatively, ~~if the evaluator and employee agree,~~ a permanent employee ~~shall be evaluated at least every five years provided he/she~~ **who** has been employed by the district at least 10 years, **and who has** ~~was~~ rated in his/her previous evaluation as meeting or exceeding standards, **shall be evaluated at least every five years,** ~~and meets the qualifications of a highly qualified teacher as defined in 20 USC 7801,~~ if his/her **and the evaluator so agree.** ~~position requires such qualifications.~~ Either the evaluator or the employee may withdraw consent for the alternative schedule at any time. (Education Code 44664)

~~*(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)*~~

### Evaluation Results

Certificated instructional employees shall receive a written copy of their evaluation no later than 30 days before the last scheduled school day of the school year in which the evaluation takes place. Before the last scheduled school day of the school year, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

**EVALUATION/SUPERVISION** (continued)

Noninstructional certificated staff members employed on a 12-month basis shall receive a copy of their evaluation no later than June 30 of the year in which the evaluation takes place. Before July 30, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Instructional and noninstructional certificated employees shall have the right to respond in writing to their evaluation. This response shall become a permanent attachment to the employee's personnel file. (Education Code 44663)

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

Evaluations shall include recommendations, if necessary, as to areas in need of improvement in the employee's performance. If an employee is not performing satisfactorily according to teacher standards approved by the Board of Trustees pursuant to Education Code 44662, the Superintendent or designee shall so notify the employee in writing and describe the unsatisfactory performance. The Superintendent or designee shall confer with the employee, make specific recommendations as to areas needing improvement, and endeavor to provide assistance to the employee in his/her performance. (Education Code 44664)

The Superintendent or designee may require any certificated employee who receives an unsatisfactory rating in the area of teaching methods or instruction to participate in a program designed to improve appropriate areas of performance and to further student achievement and the district's instructional objectives. (Education Code 44664)

*(cf. 4131 - Staff Development)*
*(cf. 4131.1 - Teacher Support and Guidance)*

**Qualifications of Evaluators**

The Superintendent or designee shall assign the principal or other appropriate supervisory personnel to evaluate certificated staff. He/she shall ensure that the evaluator:

1. Possesses a valid administrative credential
2. Is competent in the instructional methodologies used by the teachers being evaluated
3. Is skilled in the supervision of instruction and in techniques and procedures related to the evaluation of instruction
4. Is familiar with district curriculum priorities and practices, district standards for student progress, and district policies and procedures related to personnel supervision, performance evaluation, and staff development

# TEACHER AIDES/PARAPROFESSIONALS

## Qualifications ~~and Duties of Paraprofessionals~~

No person shall be initially assigned to assist in instruction as a paraprofessional unless he/she has demonstrated proficiency in reading, writing, and mathematics skills up to or exceeding that required for the district's high school seniors pursuant to Education Code 51220(a) and (f). (Education Code 45330, 45344.5, 45361.5)

A paraprofessional who has passed a proficiency test in another district and was employed in the same capacity shall be considered to have met the district's proficiency standards, unless the district determines that the other district's test is not comparable. (Education Code 45344.5, 45361.5)

### *Duties*

**A paraprofessional shall perform only such duties as, in the judgment of the certificated personnel to whom the paraprofessional is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45330)**

***(cf. 4112.2 - Certification)***
***(cf. 5121 - Grades/Evaluation of Student Achievement)***
***(cf. 6171 - Title I Programs)***

~~Instructional aides shall perform only such duties as, in the judgment of the certificated personnel to whom the instructional aide is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45344)~~

~~*(cf. 5121 - Grades/Evaluation of Student Achievement)*~~

Instructional aides need not perform their duties only in the physical presence of the teacher, but the teacher shall retain responsibility for the instruction and supervision of the students in his/her charge. (Education Code 45344)

## ~~Additional Qualifications and Duties of Paraprofessionals in Title I Programs~~

~~All paraprofessionals working in a program supported by federal Title I funds shall have received a high school diploma or its equivalent. (20 USC 6319; 34 CFR 200.58; Education Code 45330)~~

~~*(cf. 6171 - Title I Programs)*~~

**TEACHER AIDES/PARAPROFESSIONALS** (continued)

~~In addition, at least one of the following criteria shall be met immediately by paraprofessionals hired on or after January 8, 2002, and by the end of the 2005-06 school year by paraprofessionals hired before January 8, 2002: (20 USC 6319; 34 CFR 200.58; Education Code 45330)~~

~~1. Completion of at least two years of study at an institution of higher education~~

~~In accordance with the definition adopted by the State Board of Education, "two years of study" shall be equal to 48 semester units or equivalent quarter units.~~

~~2. Possession of an associate's degree or higher~~

~~3. Knowledge of and ability to assist in instructing reading, writing, and mathematics, as demonstrated through a local or state assessment~~

~~A paraprofessional who was hired on or before January 1, 2003, shall be deemed to have met the proficiency exam requirements of item #3 above if he/she has previously demonstrated, through a local assessment, knowledge of and an ability to assist in instructing reading, writing, and mathematics. (Education Code 45330)~~

~~When a paraprofessional has previously worked in another district, the Superintendent or designee may determine whether any assessments conducted by the previous district satisfy the proficiency criteria of item #3 above.~~

~~Items #1-3 above shall not apply to any paraprofessional: (20 USC 6319; 34 CFR 200.58; Education Code 45330)~~

~~1. Who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in Title I programs by acting as a translator~~

~~2. Whose duties consist solely of conducting parental involvement activities consistent with 20 USC 6318~~

~~Paraprofessionals working in a program supported by Title I funds may be assigned to: (20 USC 6319; 34 CFR 200.59)~~

~~1. Provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher~~

~~2. Assist with classroom management, such as organizing instructional and other materials~~

**TEACHER AIDES/PARAPROFESSIONALS** (continued)

~~3. Provide assistance in a computer laboratory~~

~~4. Conduct parental involvement activities~~

~~5. Provide support in a library or media center~~

~~6. Act as a translator~~

~~7. Provide instructional services to students, provided that the paraprofessional is working under the direct supervision of a teacher~~

~~Title I paraprofessionals may assume limited duties that are assigned to similar personnel in non-Title I programs, including duties beyond classroom instruction or that do not benefit Title I students, in the same proportion of total work time as non-Title I paraprofessionals. (20 USC 6319; 34 CFR 200.59)~~

~~The principal of each school operating a Title I program shall annually attest in writing as to whether the school is in compliance with federal requirements regarding qualifications and duties of paraprofessionals listed above. Copies of attestations shall be maintained at the school and district office and shall be available to the public upon request. (20 USC 6319)~~

**Parental Notification**

At the beginning of each school year, a parent/guardian shall be notified that he/she may request information regarding whether his/her child is provided services by paraprofessionals and, if so, their qualifications. (20 USC 6311)

*(cf. 5145.6 - Parental Notifications)*

**TEACHER AIDES/PARAPROFESSIONALS**

## ATTESTATION REGARDING TITLE I PARAPROFESSIONALS

School: _____ Principal: _____

1. I certify that every paraprofessional hired after January 8, 2002, and working in a program supported by Title I funds, unless he/she is exempted by law, has received a high school diploma or its equivalent and has met at least one of the following criteria pursuant to 20 USC 6319:

   a. Completed at least two years of study at an institution of higher education

   b. Obtained an associate's or higher degree

   c. Met a rigorous standard of quality and demonstrated, through a locally determined academic assessment, knowledge of and the ability to assist in instructing either reading, writing and mathematics or reading readiness, writing readiness and mathematics readiness

2. All paraprofessionals working in a Title I program are performing duties consistent with 20 USC 6319.

Signature: _____

Date: _____

DRAFT

## CLOSED SESSION PURPOSES AND AGENDAS

The Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board of Trustees ~~may~~ **shall** hold closed sessions only for purposes ~~identified in~~ **authorized by** law. A closed session may be held during a regular, special, or emergency meeting in accordance with law.

Each agenda shall contain a general description of each closed session items to be discussed at the meeting, as required by law. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*
*(cf. 9322 - Agenda/Meeting Materials)*

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

*(cf. 9321.1 - Closed Session Actions and Reports)*

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

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

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

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

### Personnel Matters

The Board may hold closed session **under the "personnel exception"** to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

*(cf. 2140 - Evaluation of the Superintendent)*
*(cf. 4115 - Evaluation/Supervision)*
*(cf. 4118 - Suspension/Disciplinary Action)*
*(cf. 4215 - Evaluation/Supervision)*
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*
*(cf. 4315 - Evaluation/Supervision)*

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

The Board may also hold closed session to hear complaints or charges brought against an employee by another person **or employee**, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

*(cf. 1312.1 - Complaints Concerning District Employees)*
*(cf. 4112.9/4312.9 – Employee Notifications)*

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

**Negotiations/Collective Bargaining**

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization

2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process

3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator

4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

*(cf. 4140/4240/4340 – Bargaining Units)*
*(cf. 4143/4243 - Negotiations/Consultation)*
*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. **Prior to the** ~~Any~~ closed session held for those purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. (Government Code 54957.6)

*(cf. 2121 – Superintendent's Contract)*

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session ~~to hear~~ **regarding** any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in these proceedings **regarding any of the purposes enumerated in** (Government Code 54957.6. )

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

**Matters Related to Students**

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

*(cf. 5117 - Interdistrict Attendance)*
*(cf. 5119 - Students Expelled from Other Districts)*
*(cf. 5125.3 - Challenging Student Records)*
*(cf. 5144 - Discipline)*

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

*(cf. 5125 - Student Records)*

**Security Matters**

The Board may meet in closed session with the **Governor,** Attorney General, district attorney, **district legal counsel,** sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or to the public's right of access to public services or public facilities. (Government Code 54957)

*(cf. 0450 - Comprehensive Safety Plan*
*(cf. 3515 - Campus Security)*
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

**Conference with Real Property Negotiator**

The Board may meet in closed session with the its real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to grant its

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

negotiator the authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

**Pending Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the **district's position in the litigation.** ~~Board's position in the case~~. For this purpose, "litigation" ~~includes~~ **means** any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" ~~when~~ **if** any of the following circumstances ~~exist~~: **(government Code 54956.9(a)**

1. Litigation to which the ~~Board~~ **district** is a party has been initiated formally. (Government Code 54956.9(a))

2. A point has been reached where, in the Board's opinion based on the advice of legal counsel ~~and on~~ **regarding** the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

   *Existing facts and circumstances* for these purposes are limited to the following: (Government Code 54956.9)

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.

b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.

c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

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

d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c)

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

**Joint Powers Agency Issues**

The Board may meet in closed session to discuss a claim ~~against a joint powers authority formed for the purpose of insurance pooling or self-insurance authority of which it is a member,~~ for the payment of tort liability losses, public liability losses or workers' compensation liability **incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member**. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

*(cf. 3530 - Risk Management/Insurance)*

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss and take action concerning information obtained in a closed session of the joint powers agency. During ~~the district's~~ **the Board's** closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of

**CLOSED SESSION PURPOSES AND AGENDAS** (continued)

representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

**Review of Audit Report from Bureau of State Audits**

Upon receipt of a confidential final draft audit report from the ~~Bureau of~~ **California** State Audit**or's Office**, the Board may meet in closed session to discuss its response to that report. After public release of the report from the ~~Bureau of~~ **California** State Audit**or's**, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the ~~Bureau of~~ State Audits shall state "Audit by Bureau of State Audits." (Government Code 54954.5)

**Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

*(cf. 6162.5 - Student Assessment)*

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

*Legal Reference: (see next page)*

## CLOSED SESSION PURPOSES AND AGENDAS (continued)

*Legal Reference:*

*EDUCATION CODE*
*35145 Public meetings*
*35146 Closed session (re student suspension)*
*44929.21 Districts with ADA of 250 or more*
*48912 Governing board suspension*
*48918 Rules governing expulsion procedures; hearings and notice*
*49070 Challenging content of students records*
*60617 Meetings of governing board*
*GOVERNMENT CODE*
*3540-3549.3 Educational Employment Relations Act*
*6252~~0~~-627068 California Public Records Act*
*54950-54963 The Ralph M. Brown Act*
*COURT DECISIONS*
*Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners (2003) 107 Cal.App.4th 860*
*Bell v. Vista Unified School District (2001) 82 Cal.App. 4th 672*
*Fischer v. Los Angeles Unified School District (1999) 70 Cal.App. 4th 87*
*Furtado v. Sierra Community College District (1998) 68 Cal. App. 4th 876*
*Roberts v. City of Palmdale (1993) 5 Cal.4th 363*
*Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App. 2d 41*
*ATTORNEY GENERAL OPINIONS*
*94 Ops.Cal.Atty.Gen,. 82 (2011)*
*86 Ops.Cal.Atty.Gen. 210 (2003)*
*78 Ops.Cal.Atty.Gen. 218 (1995)*
*59 Ops.Cal.Atty.Gen. 532 (1976)*
***57 Ops. Cal.Atty. Gen. 209 (1974)***

*Management Resources:*

*CSBA PUBLICATIONS*
*The Brown Act: School Boards and Open Meeting Laws, 2009*
*ATTORNEY GENERAL PUBLICATIONS*
*The Brown Act: Open Meetings for Legislative Bodies, 2002*
*LEAGUE OF CALIFORNIA CITIES PUBLICATIONS*
*Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010*
*WEB SITES*
*CSBA: http://www.csba.org*
*California Attorney General's Office: http://www.caag.state.ca.us*
*League of California Cities: Http://www.cacities.org*