

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

School	<u>STUDENT ENROLLMENT</u>		
	2013-14 CALPADS	5/5/2015	6/1/2015
Sheridan Elementary (K-5)	86	78	75
First Street Elementary (K-5)	492	466	466
Carlin C. Coppin Elementary (K-5)	402	390	391
Creekside Oaks Elementary (K-5)	635	630	632
Twelve Bridges Elementary (K-5)	682	633	634
Foskett Ranch Elementary (K-5)	529	488	487
Lincoln Crossing Elementary (K-5)	701	656	657
Glen Edwards Middle School (6-8)	732	789	789
Twelve Bridges Middle School (6-8)	824	800	796
Lincoln High School (9-12)	1,610	1,580	1,578
Phoenix High School (10-12)	62	76	66
TOTAL	6755	6,586	6,571

Fee Based Programs

Twelve B.E. 19 A.M.
 First Street 12 A.M./14 P.M.

Pre-K/Special Ed

Foskett 19
 First Street 7
 First Street/LIP 62

Parent Education 130

State Preschool

First & L Street 23 A.M. /20 P.M.
 Carlin Coppin 24 A.M.
 Sheridan 12 A.M.

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**

September 1, 2015, 7:00 P.M.

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

AGENDA

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

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

6:00 P.M. START

- 1. CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3rd Floor Conference Room
- 2. COMMUNICATION FROM THE PUBLIC**

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

6:05 P.M.

- 3. CLOSED SESSION** – WPUSD District Office – Overlook Room (4th Floor)
 - 3.1 CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~VACANT, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services
 - 3.2 PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
 - 3.3 INTERDISTRICT ATTENDANCE APPEAL**
 - a. Interdistrict Request Appeal 15/16 – 56
 - b. Interdistrict Request Appeal 15/16 – 59

7:00 P.M.

- 4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Bldg. – 3rd Floor Conference Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

Agenda

4.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~VACANT, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

4.2 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

4.3 INTERDISTRICT ATTENDANCE APPEAL

a. Interdistrict Request Appeal 15/16 – 56

b. Interdistrict Request Appeal 15/16 – 59

5. CONSENT AGENDA

NOTICE TO THE PUBLIC

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

5.1 Approval of Meeting Minutes for:

- August 4th & August 18, 2015 Regular Board of Trustee Meeting

5.2 Approval of Warrants

5.3 Certificated Personnel Report

5.4 Classified Personnel Report

5.5 Ratification of Contract with Center for Hearing Health for Hearing Screening Tests

5.6 Overnight Field Trip

5.7 Ratification of Contract with Starstruck Showcase and Twelve Bridges Elementary School

5.8 Agreement for Internal Revenue Code Section 125 Services between Flex-Plan, Inc., and WPUSD and Updated WPUSD Flexible Spending Plan

Roll call vote:

6. COMMUNICATION FROM THE PUBLIC

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7. REPORTS & COMMUNICATION

7.1 Lincoln High School Student Advisory – Harpreet Chumber

7.2 Western Placer Teacher's Association – Tara McCroskey

7.3 Western Placer Classified Employee Association – Mike Kimbrough

7.4 Superintendent - Scott Leaman

Agenda

8. ♦ 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.

8.1 Action **DISPOSAL OF SURPLUS ITEMS - Kilpatrick** (15-16 G & O Component I, II, III, V, IV)

• Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods.

8.2 Discussion/
Action **REVISED JOB DESCRIPTION FOR COUNSELOR ON SPECIAL ASSIGNMENT - PEER COACH BEHAVIOR – Callahan** (15-16 G & O Component I, II, III, V, IV)

• As a part of the ongoing review of job descriptions and the needs of the District by both the District and WPTA there exists a need to approve a revised job description for the Counselor on Special Assignment – Peer Coach Behavior to accommodate changes in funding for the position as well as duties needed of this position.

8.3 Information **EDUCATIONAL SERVICES UPDATE - Callahan** (15-16 G & O Component I, II, III, V, IV)

• Information regarding the Administrator Orientation (August 5, 2015) and District Day (August 14, 2015) will be shared. Additionally, an overview of the 2015-2016 priorities for Educational Services will be provided.

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

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

- BP 4020 - Drug and Alcohol Free Workplace
- BP 4030 – Nondiscrimination in Employment
- AR 4032 – Reasonable Accommodation
- BP 4111/4211/4311 – Recruitment and Selection
- E 4112.9/4212.9/4312.9 – Employee Notifications
- AR 4112.22 – Staff Teaching English Language Learners
- BP/AR 4112.42/4212.42/4312.42 – Drug and Alcohol Testing of Bus Drivers
- AR 4117.11/4317.11 – Preretirement Part-Time Employment
- AR 4117.14/4317.14 – Postretirement Employment
- BP 4119.21/4219.21/4319.21/E 4319.21 – Professional Standards
- BP 4119.41/4219.41/4319.41 – Employees with Infectious Disease
- AR 4121 – Temporary/Substitute Personnel
- BP 4140/4240/4340 – Bargaining Units
- AR 4154/4254/4354 – Health and Welfare Benefits
- BP/AR 4158/4258/4358 – Employee Security
- AR 4217.3 – Layoff/Rehire
- BP 4312.1 – Contracts

September 1, 2015

Agenda

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤September 15, 2015 7:00 P.M., Regular Meeting of the Board of Trustees – City Hall,
3rd Floor Conference Room

11. ADJOURNMENT

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

Posted: 082815

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

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: WPUSD District Office – 4th Floor, Overlook Room

Date: Tuesday, September 1, 2015

Time: 6:05 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:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

**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:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

VACANT, 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:

September 1, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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:

Interdistrict Appeal

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will discuss disclose any action taken in closed session regarding the following transfer appeals:

- Interdistrict Request Appeal 15/16 - 56
- Interdistrict Request Appeal 15/16 - 59

ADMINISTRATION RECOMMENDATION:

Disclose any action taken.

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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3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Approval of Minutes:

- August 4 & 18, 2015 Regular Board of Trustee Meeting

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- August 4, 2015 Regular Board of Trustee Meeting
- August 18, 2015 Regular Board of Trustee Meeting

RECOMMENDATION:

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees

August 4, 2015, 7:00 P.M.

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

MINUTES

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

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

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Kerry Callahan, Assistant Superintendent of Educational Services
Rosemary Knutson, Secretary to the Superintendent

5:40 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3rd Floor Conference Room
2. **COMMUNICATION FROM THE PUBLIC**

5:45 P.M.

3. **CLOSED SESSION** – WPUSD District Office – Overlook Room (4th Floor)
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~**VACANT**, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services
 - 3.2 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
 - 3.3 **INTERDISTRICT ATTENDANCE APPEAL**

5.1.1

Minutes

- a. Interdistrict Request Appeal 15/16 – 43
- b. Interdistrict Request Appeal 15/16 – 44
- c. Interdistrict Request Appeal 15/16 – 45
- d. Interdistrict Request Appeal 15/16 – 47
- e. Interdistrict Request Appeal 15/16 – 48

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – City Hall Bldg.
Conference Room (3rd Floor)
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~VACANT, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

No action was taken

4.2 **PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

No action was taken

4.3 **INTERDISTRICT ATTENDANCE APPEAL**

- a. Interdistrict Request Appeal 15/16 – 43

Motion by Mr. Armitage to deny, seconded by Mr. Long, and passed by a 4-1
(Ayes: Armitage, Haley, Long, Wyatt No: Carras) vote to deny, transfer appeal.

- b. Interdistrict Request Appeal 15/16 – 44

Motion by Mrs. Wyatt to deny, seconded by Mr. Armitage, and passed by a 5-0
(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to deny transfer appeal.

- c. Interdistrict Request Appeal 15/16 – 45

Motion by Mr. Carras to approve, there being no second motion dies. Motion by
Mr. Long to deny, seconded by Mr. Armitage, and passed by 3-2 (Ayes: Armitage,
Long, Wyatt No: Carras, Haley) vote to deny transfer appeal.

- d. Interdistrict Request Appeal 15/16 – 47

Motion by Mrs. Wyatt to deny, seconded by Mr. Carras, and passed by a 5-0
(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to deny transfer appeal.

e. Interdistrict Request Appeal 15/16 – 48

Motion by Mr. Armitage to approve, seconded by Mr. Long, and passed by a 5-0 (Ayes: *Armitage, Carras, Haley, Long, Wyatt* No: *None*) vote to approve transfer appeal.

5. **SPECIAL ORDER OF BUSINESS - TRAINING WORKSHOP**

Martha Crook, BoardDocs LT, Implementation Specialist

Training for Board of Trustees, Administrative Staff, and Association Representatives

Martha Crook provided a brief training to board members on BoardDocs, which is an online agenda system. This program was requested by the Board of Trustees to go paperless, we will continue the training process through the next couple of months.

6. **CONSENT AGENDA**

- 6.1 Approval of Meeting Minutes for:
 - June 2 & June 16, 2015 Regular Board of Trustee Meeting
- 6.2 Approval of Warrants
- 6.3 Certificated Personnel Report
- 6.4 Classified Personnel Report
- 6.5 Williams Uniform Quarterly Complaint Report.
- 6.6 Ratification of Contract with Shady Creek Outdoor School and Twelve Bridges Elementary
- 6.7 Report of Disclosure Requirements for Quarterly Reports of Investments
- 6.8 Ratification of Agreement with Servpro and Western Placer Unified S.D.
- 6.9 Ratify Superintendent's Agreement and consent of Joint Representation and Waiver of Potential Conflict of Interest – Purchase Agreement for the Twelve Bridges Project – Lozano smith and Western Placer Unified S.D.
- 6.10 Ratify Licensing Agreement between Microsoft and Western Placer U.S.D.
- 6.11 Ratification of Contract with Placer County Office of Education and Western Placer Unified S.D. for the PCOE Teacher Induction Program.
- 6.12 Ratification of Agreement with PCOE and Western Placer Unified S.D. for District Food Services Program to supply meals for the PCOE Preschool Program.
- 6.13 Ratification of Contract with AVID
- 6.14 Ratification of Contract with Flower Farm Country Inn and Western Placer U.S.D.

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

7. **COMMUNICATION FROM THE PUBLIC**

There was no communication from the public

8. **REPORTS & COMMUNICATION**

- 8.1 Lincoln High School Student Advisory – Harpreet Chumber, not present
- 8.2 Western Placer Teacher's Association – Tara McCroskey

August 4, 2015

Minutes

- 8.3 Western Placer Classified Employee Association – Mike Kimbrough
- 8.4 Superintendent - Scott Leaman
 - Back to district office hours
 - School offices will be open on August 5th
 - Admin./Directors Meetings Admin retreat will be held on August 5th
 - 2x2 City and Board meeting held on Friday, August 7th
 - Extended an invite to the Board of Trustees to District Staff Day
 - Board Meetings will be moved the District Office, 3rd Floor Conference Room

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

- 9.1 Action **DISPOSAL OF SURPLUS ITEMS - Kilpatrick (15-16 G & O Component I, II, III, V, IV)**
- Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods.

Audrey Kilpatrick presented a surplus list. Motion by Mrs. Wyatt, seconded by Mr. Armitage, and passed by 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve the disposal of surplus items.

- 9.2 Action Information **2015-16 District Budget Update – State Budget Approval - Kilpatrick (15-16 G & O Component I, II, III, V, IV)**
- California Education Code 42127(i)(4) requires school districts to make available for public review any revenue and/or expenditure revisions made to the budget to reflect the funding made available by the Budget Act no later than 45 days following the signing of the Budget Act.

Audrey Kilpatrick presented a power point presentation on the budget update. She reviewed the following information:

Major 2015-16 Budget Changes

- 2015-16 LCFF Funding
- One Time Discretionary Funds
- Educator Support Funds
- Routine Repair and Maintenance
- Career Technical Education

2015-16 State Budget

- Other Budget Areas – No Change
- Financial Planning Dartboard
- District Reserve Cap

This was an information item only.

- 9.3 Action **NEW JOB DESCRIPTION – ONLINE CREDIT COMPLETION TEACHER - Callahan (15-16 G & O Component I, II, III, V, IV)**

5.14

•Goal #3 of the District's LCAP states that "All students will graduate from high school college and career ready." In an effort to achieve this goal, and as stated as an action of the LCAP, an Online Credit Completion Program is being developed.

Kerry Callahan presented a new job description for an online credit completion teacher. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 5-0 (Ayes: *Armitage, Carras, Haley, Long, Wyatt* No: *None*) vote to approve new job description for Online Credit Completion Teacher.

9.4 Action

ADOPTION OF REVISED/NEW POLICIES/REGULATIONS/

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

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

- BP 0200 - Goals for the School District
- AR/E(1)/E(2) 1312.4 - Williams Uniform Complaint Procedures
- BP/AR 5145.3 - Nondiscrimination/Harassment
- BP/AR 5145.7 - Sexual Harassment
- BP 5147 - Dropout Prevention
- AR 6146.2 - Certificate of Proficiency/High School Equivalency
- BP/AR 6172 – Gifted and Talented Student Program
- E 9323.2 - Actions by the Board

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

10. **BOARD OF TRUSTEES**

10.1 **FUTURE AGENDA ITEMS**

The following are a number of agenda items that the Board of Trustees has been monitoring. They are 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
- Community Information Breakfast (*Fall*)

10.2 **BOARD MEMBER REPORTS/COMMENTS**

Mr. Long shared he had a good summer

Mr. Armitage had no comments

Mrs. Wyatt thanked Mr. Agrippino, for teaching her grandson, her grandson shared Mr. Agrippino was his favorite teacher.

Mr. Carras shared he met with a former math student who had thanked him for making a difference in his life.

Mr. Haley shared he received a phone a call from a student in South Dakota, thanking him for being his teacher.

August 4, 2015

Minutes

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ August 18, 2015 7:00 P.M., Regular Meeting of the Board of Trustees – City Hall, 3rd Floor Conference Room

12. ADJOURNMENT

There being no further business the meeting was adjourned at 8:34 p.m.

Brian Haley, President

Kris Wyatt, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees

August 18, 2015, 7:00 P.M.

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

MINUTES

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

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

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Kerry Callahan, Assistant Superintendent of Educational Services
Rosemary Knutson, Secretary to the Superintendent
Mike Adell, Facilities Director
Carol Percy, Lincoln News Messenger

5:30 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3rd Floor Conference Room
2. **COMMUNICATION FROM THE PUBLIC**

5:35 P.M.

3. **CLOSED SESSION** – WPUSD District Office – Overlook Room (4th Floor)
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~VACANT, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services
 - 3.2 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

5.1.7

August 18, 2015

Minutes

3.3 INTERDISTRICT ATTENDANCE APPEAL

- a. Interdistrict Request Appeal 15/16 – 49
- b. Interdistrict Request Appeal 15/16 – 50
- c. Interdistrict Request Appeal 15/16 – 51
- d. Interdistrict Request Appeal 15/16 – 52
- e. Interdistrict Request Appeal 15/16 – 53
- f. Interdistrict Request Appeal 15/16 – 54
- g. Interdistrict Request Appeal 15/16 – 55

7:00 P.M.

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

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

4.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~VACANT, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

No action was taken

4.2 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action was taken

4.3 INTERDISTRICT ATTENDANCE APPEAL

- a. Interdistrict Request Appeal 15/16 – 49

Motion by Mrs. Wyatt, seconded by Mr. Armitage, and passed by a 5-0 (Ayes: *Armitage, Carras, Haley, Long, Wyatt* No: *None*) vote to deny transfer appeal.

- b. Interdistrict Request Appeal 15/16 – 50

Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 5-0 (Ayes: *Armitage, Carras, Haley, Long, Wyatt* No: *None*) vote to approve transfer appeal.

- c. Interdistrict Request Appeal 15/16 – 51
- d. Interdistrict Request Appeal 15/16 – 52

Motion by Mr. Wyatt, seconded by Mr. Long, and passed by a 5-0 (Ayes: *Armitage, Carras, Haley, Long, Wyatt* No: *None*) vote to approve both # 51 & 52 transfer appeals.

- e. Interdistrict Request Appeal 15/16 – 53

5.1.8

Motion by Mrs. Wyatt, seconded by Mr. Carras, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to deny transfer appeal.

f. Interdistrict Request Appeal 15/16 – 54

Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to deny transfer appeal.

g. Interdistrict Request Appeal 15/16 – 55

Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve transfer appeal.

5. CONSENT AGENDA

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Ratification of Agreement with KidZKount and WPUSD.
- 5.4 Ratification of Agreement with Mikalai Kilman and WPUSD.
- 5.5 Ratify Public Relations Campaign Proposal – Angeion Consulting and WPUSD.
- 5.6 Ratification of Contract with PCOE and PBIS.
- 5.7 Ratify Contract between Placer County Office of Education and WPUSD for 2015-16.
- 5.8 Ratify MOU between Loomis Union School District and WPUSD for 2015-16.
- 5.9 Ratify Contract between MediCAB of Sacramento and WPUSD for 2015-16.
- 5.10 Ratify Contract between Jabbergym and WPUSD for 2015-16.
- 5.11 Ratify Contract between Total Education Solutions and WPUSD for 2015-16.
- 5.12 Ratify Contract between Sierra Pediatric and WPUSD for 2015-16.
- 5.13 Ratify Contract between Odyssey Learning Center and WPUSD for 2015-16.
- 5.14 Ratify Contract between Placer Learning Center and WPUSD for 2015-16.
- 5.15 Ratify Contract between Sierra Foothills Academy and WPUSD for 2015-16.

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

6. COMMUNICATION FROM THE PUBLIC

No communication from the public

7. REPORTS & COMMUNICATION

- 7.1 Lincoln High School Student Advisory – Harpreet Chumber – not present
- 7.2 Western Placer Teacher's Association – Tara McCroskey talked about her summer, which consisted of family; friends; training and preparing for the school year. She read a poem about teachers, talked about new hires, growth, and all the exciting stuff happening in our district.
- 7.3 Western Placer Classified Employee Association, Mike Kimbrough, was not present

5.19

Minutes

- 7.4 Superintendent - Scott Leaman shared the following:
- Hosted a new teacher meeting, with 20 new teachers, it was very positive.
 - District day went well, which included breakfast, and many sessions for staff.
 - School opens tomorrow
 - The district has contracted with a (PR) public relations person.
 - Currently working on a district survey

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Action RESOLUTION NO.15/16.1 TO APPROVE THE ANNUAL ADJUSTMENT OF COMMUNITY FACILITY DISTRICT MELLO-ROOS RATES FOR CFD #1 AND CFD #2 – Adell (15-16 G & O Component I, II, III, IV, V)

•Annually the rates for fee calculations for Mello-Roos tax within the Western Placer Unified School District's Community Facilities Districts #1 and #2 are adjusted in coordination with the California Construction Cost Index (CCCI), utilizing the annual percentage increase or decrease for the most recent full calendar year as the standard.

Mike Adell presented Resolution 15/16.1 for approval of rate adjustments. Motion by Mr. Carras, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Armitage, Wyatt, Carras, Long, Haley No: None) roll call vote to approve Resolution No. 15/16.1 approving the annual Adjustment of Community Facility District Mello-Roos Rates for CFD #1 and CFD #1.

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

Discussion •Training in BoardDocs was held at the last meeting. The Board will debrief the uses of BoardDocs with staff.

Mr. Leaman shared updated information on BoardDocs. After some discussion, it was the recommendation of the board to continue with the current BoardDocs contract, and look into additional options available to us.

8.3 Action APPROVAL OF SCHOOL RESOURCE OFFICER – Leaman (15-16 G & O Component I, II, III, IV, V)

•The district is excited to forward a School Resource Officer (SRO) contract to the Board for approval. The SRO position was removed during budget cuts and supplemental funding is allowing us to restore this position.

Mr. Leaman presented the contract to restarting the SRO position. Chief Marx was present, and shared some the following comments. He is looking forward to the opportunity of working with the school district, and Officer Krueger will be our Resource officer, which he too is looking forward to working with the schools again. This is funded through the LCAP committee. Motion by Mr. Carras, seconded by Mr. Armitage and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote.

August 18, 2015

Minutes

9. **BOARD OF TRUSTEES**

9.1 **FUTURE AGENDA ITEMS**

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

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

9.2 **BOARD MEMBER REPORTS/COMMENTS**

Mr. Long spent half day at LHS observing the Vocational programs, with Barrett Hess. He talked about donations and scholarships he has received for LHS.

Mr. Armitage is getting his boys ready for LHS tomorrow.

Mrs. Wyatt attended the president's breakfast at Sierra College, and attended district day. She also participated in a Youth development meeting, with district staff and members of the community.

Mr. Carras appreciated the comments on how district staff day went. He reminded the board of the Placer County Association Breakfast, and Trustee Dinner.

Mr. Haley Feels it's going to be a great year, he attended a 2x2 meeting with the City.

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

The President will establish the following meeting(s):

➤ **September 1, 2015 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

➤ **September 15, 2015 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

11. **ADJOURNMENT**

There being no further business the meeting was adjourned at 8:10 p.m.

Brian Haley, President

Kris Wyatt, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

5.1.11

August 18, 2015

Minutes

Adopted:

Ayes:

Noes:

Absent:

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

Posted: 081415

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5.1.12

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

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

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the August 4, 2015 board meeting.

RECOMMENDATION:

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

Checks Dated 08/21/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85445684	08/21/2015	JIVE COMMUNICATIONS, INC.	01-5560		235.61
85445685	08/21/2015	PACIFIC GAS & ELECTRIC CO	01-5510		1,477.25
85445686	08/21/2015	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85445687	08/21/2015	SPURR	01-5530		1,798.20
85445688	08/21/2015	WAVE BROADBAND - ROCKLIN	01-5560		82.80
85445689	08/21/2015	CITY OF LINCOLN	01-5540	5,216.41	
			01-5550	7,744.47	
			01-5570	27,845.79	40,806.67
85445690	08/21/2015	CITY OF LINCOLN / PG&E REIMB	01-5510		2,810.14
85445691	08/21/2015	PACIFIC GAS & ELECTRIC CO	01-5510		67,558.39
85445692	08/21/2015	WAVE BROADBAND - ROCKLIN	01-5560		13,000.00
85445693	08/21/2015	"DANIELSEN COMPANY, THE"	13-4380	105.78	
			13-4710	2,061.71	
			Unpaid Sales Tax	2.04-	2,165.45
85445694	08/21/2015	CROWN DISTRIBUTING INC.	13-4380		1,197.63
85445695	08/21/2015	GOLD STAR FOODS, INC	13-4710		5,771.31
85445696	08/21/2015	GOLDEN STATE EQUIPMENT REPAIR	13-5600		1,336.32
85445697	08/21/2015	MINDWARE BRAINY TOYS	01-4300	110.58	
			Unpaid Sales Tax	6.74-	103.84
85445698	08/21/2015	NUTRIKIDS HEARTLAND PAYMENT SYSTEMS INC	13-5800		3,658.00
85445699	08/21/2015	ORIENTAL TRADING COMPANY INC	01-4300	497.15	
			Unpaid Sales Tax	31.73-	465.42
85445700	08/21/2015	RAY MORGAN CO. / CHICO	01-4300	319.65	
			01-5600	319.65	639.30
85445701	08/21/2015	S & S WORLDWIDE	01-4300		306.66
85445702	08/21/2015	SAFEWAY INC	01-4300		28.15
85445703	08/21/2015	SARA LEE	13-4710		308.82
85445704	08/21/2015	TRINITY FRESH	13-4710		133.22
85445705	08/21/2015	WPUSD PETTY CASH FUND	01-5200	800.00	
			01-5800	270.05	
			13-9340	1,415.50	2,485.55
85445706	08/21/2015	GERALD GUSAY	13-4710		41.50
85445707	08/21/2015	JOCELYN MCCOY	73-5850		100.00
85445708	08/21/2015	LAUREN SANTORO	13-4710		21.15
85445709	08/21/2015	Carrie L. Carlson	01-5200		25.00
85445710	08/21/2015	Ramey Dern	01-4300		17.04
85445711	08/21/2015	Therese M. Dorow	01-4100	307.61	
			01-4300	21.99	329.60
85445712	08/21/2015	Maria A. Gonzalez	01-5200		28.06
85445713	08/21/2015	Jeffrey C. Jackson	01-9550		623.18
85445714	08/21/2015	Hannah K. Ritchie	01-5200		13.43
85445715	08/21/2015	ADD SOME CLASS	01-4300	1,495.05	
			25-4300	976.34	2,471.39
85445716	08/21/2015	AIRGAS	01-4300		25.68
85445717	08/21/2015	ANGELINA BROWN - DBA ANGEION CONSULTING	21-5800		800.00

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

ESCAPE

ONLINE

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Checks Dated 08/21/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85445718	08/21/2015	ASCD	01-5300		80.10
85445719	08/21/2015	AVID CENTER	01-5200		6,300.00
85445720	08/21/2015	BANK OF AMERICA #4408	01-4300		124.94
85445721	08/21/2015	CAMBIUM EDUCATION INC SOPRIS	01-4100		2,408.60
85445722	08/21/2015	CDW GOVERNMENT INC	01-4300	2,134.19	
			01-4400	1,795.60	
			21-4300	5,211.28	9,141.07
85445723	08/21/2015	CHEVRON	01-4345		150.37
85445724	08/21/2015	CITRUS HEIGHTS SAW & MOWER	01-4365		332.10
85445725	08/21/2015	COOKS PORTABLE TOILETS	01-5800		25.00
85445726	08/21/2015	CROWE HORWATH LLP	01-5811		20,000.00
85445727	08/21/2015	CRYSTAL BLUE PLUMBING HEATING & AIR	01-5600		2,294.00
85445728	08/21/2015	DAWSON OIL COMPANY	01-4345	704.44	
			01-4350	407.83	1,112.27
85445729	08/21/2015	DECKER EQUIPMENT	01-4300	66.70	
			Unpaid Sales Tax	3.75-	62.95
85445730	08/21/2015	DELTA EDUCATION INC	01-4100		950.33
85445731	08/21/2015	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		957.83
85445732	08/21/2015	EMMANOUEL ROZAKIS - DBA E. ROZAKIS RESTORATION	01-5800	1,900.00	
			21-5800	3,700.00	5,600.00
85445733	08/21/2015	FAR WEST RENTS & READY MIX	01-5600		344.82
85445734	08/21/2015	FARONICS TECHNOLOGIES USA INC	01-5800		1,979.49
85445735	08/21/2015	FLEX-PLAN SERVICES, INC.	01-5800		148.50
85445736	08/21/2015	FORTNET SECURITY	01-5800		29,339.63
85445737	08/21/2015	GCR TIRES & SERVICE	01-4360		1,738.33
85445738	08/21/2015	GOLD COUNTRY MEDIA PUBLICATIONS	01-4300		275.00
85445739	08/21/2015	GRAINGER .	01-4300		2,094.75
85445740	08/21/2015	HOLT OF CALIFORNIA	01-4365	728.63	
			01-5600	728.62	1,457.25
85445741	08/21/2015	HUMBOLDT CO. OFFICE OF ED.	01-4300		300.00
85445742	08/21/2015	J & J SCREEN & GLASS	01-5600		203.75
85445743	08/21/2015	JABBERGYM INC.	01-5800		1,140.00
85445744	08/21/2015	JILLIAN S. KING	01-5800		562.50
85445745	08/21/2015	JOHN DEERE LANDSCAPES	01-4300		11.14
85445746	08/21/2015	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		655.50
85445747	08/21/2015	KRONICK MOSKOVITZ TIEDEMANN	01-5810		631.95
85445748	08/21/2015	L & H AIRCO	01-4300		41.56
85445749	08/21/2015	Loomis Union School Dist	01-4300		42.00
85445750	08/21/2015	LOWE'S	01-4300		4,203.99
85445751	08/21/2015	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-9500		288.75
85445752	08/21/2015	LPA INC.	01-6210	3,692.47	

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

ESCAPE

ONLINE

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5.2.2

Checks Dated 08/21/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85445752	08/21/2015	LPA INC.	21-6210	20,298.43	
			25-6210	4,401.08	28,391.98
85445753	08/21/2015	MAYER-JOHNSON LLC	01-4300	224.95	
			Unpaid Sales Tax	15.00-	209.95
85445754	08/21/2015	MEDICAL BILLING TECHNOLOGIES	01-5800		75.75
85445755	08/21/2015	MISSION UNIFORM SERVICE INC	01-5800		357.65
85445756	08/21/2015	MOE WORKS LLC	01-4400		10,179.25
85445757	08/21/2015	ODYSSEY LEARNING CENTER, INC.	01-5800		6,229.62
85445758	08/21/2015	PCOE - PLACER CO OFFICE OF ED	01-9500		490.18
85445759	08/21/2015	PLACER COUNTY SCHOOL BOARDS	01-5300		50.00
85445760	08/21/2015	PSYCHOLOGICAL ASSESS RESOURCES	01-4300	80.63	
			Unpaid Sales Tax	5.63-	75.00
85445761	08/21/2015	QUEST MEDIA & SUPPLIES INC	01-5800		12,825.00
85445762	08/21/2015	RAY MORGAN CO. / CHICO	01-4300	706.80	
			01-5600	13.00	719.80
85445763	08/21/2015	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		888.14
85445764	08/21/2015	RIEBES AUTO PARTS	01-4365		892.35
85445765	08/21/2015	ROCKLIN UNIFIED SCHOOL DIST.	01-7141		39,651.00
85445766	08/21/2015	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300	435.49	
			01-5600	106.94	542.43
85445767	08/21/2015	SAC VAL JANITORIAL SALES	01-4300		125.73
85445768	08/21/2015	SCHOOL SERVICES OF CA INC	01-5300		2,760.00
85445769	08/21/2015	SHI INTERNATIONAL CORP	01-4300	765.77	
			01-5800	9,550.00	
			21-4400	2,573.55	12,889.32
85445770	08/21/2015	SHIFFLER EQUIPMENT SALES, INC.	01-4300		101.74
85445771	08/21/2015	SIERRA OFFICE SUPPLIES &	01-4300		198.77
85445772	08/21/2015	SOLOON FIRE CONTROL	01-5800		5,954.48
85445773	08/21/2015	SPARK PROGRAM	01-4100		964.28
85445774	08/21/2015	STATE OF CALIFORNIA - DOJ	01-5821		320.00
85445775	08/21/2015	SUTTER MEDICAL FOUNDATION	01-5800		108.00
85445776	08/21/2015	TAG / AMS INC	01-5800		207.00
85445777	08/21/2015	UNIVERSAL SPECIALTIES, INC.	01-4300		1,058.38
85445778	08/21/2015	US BANK CORP TRUST SERVICE	49-5800		1,760.00
85445779	08/21/2015	WALLACE-KUHL & ASSOCIATES	21-5800		3,393.00
85445780	08/21/2015	WESTERN BLUE AN NWN COMPANY	01-4300	548.38	
			01-4400	1,634.00	2,182.38
85445781	08/21/2015	WESTERN PLACER WASTE	01-5540		69.62
85445782	08/21/2015	ZEP SALES & SERVICE	01-4300		2,642.71
85445783	08/21/2015	Jamie-Marie F. Cruice	01-4300		75.04
85445784	08/21/2015	Cindy J. Hood	01-4300		9.68
85445785	08/21/2015	Allison V. Patterson	01-4300		44.18
85445786	08/21/2015	Karen A. Roberts	01-4300		20.45
85445787	08/21/2015	Penelope E. Whitworth	01-4300		17.36
85445788	08/21/2015	AIRGAS	01-4300		72.17

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

ESCAPE

08/21/2015

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Checks Dated 08/21/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85445789	08/21/2015	CDW GOVERNMENT INC	01-4300		299.93
85445790	08/21/2015	CENTER FOR EDUCATION & EMP.	01-4300		159.00
85445791	08/21/2015	FITNESS FINDERS	01-4300	119.50	
			Unpaid Sales Tax	7.57-	111.93
85445792	08/21/2015	FOXBRIGHT	01-4300		1,300.00
85445793	08/21/2015	J's COMMUNICATIONS INC	01-4300		3,219.63
85445794	08/21/2015	JOHN D. MUNROE - DBA SOUND PROJECTIONS	01-9500		480.00
85445795	08/21/2015	LAKESHORE LEARNING MATERIALS	01-4300		275.76
85445796	08/21/2015	LOOMIS UNION SCHOOL DISTRICT	01-4300		100.00
85445797	08/21/2015	MAGNET STREET	01-4300	1,023.40	
			Unpaid Sales Tax	71.40-	952.00
85445798	08/21/2015	MARRIOTT PIANO SERVICE	01-5800		115.00
85445799	08/21/2015	NICKY'S COMMUNICATOR	01-4300	494.50	
			Unpaid Sales Tax	34.50-	460.00
85445800	08/21/2015	OFFICE DEPOT	01-4300		1,236.46
85445801	08/21/2015	PITNEY BOWES CREDIT CORP ACCOUNT #16271873867	01-5600		156.41
85445802	08/21/2015	RISO PRODUCTS OF SAC INC	01-4300		4,181.40
85445803	08/21/2015	SCHOOL SPECIALTY INC	01-4300		539.99
85445804	08/21/2015	SIERRA HAY & FEED	01-4300		13.95
85445805	08/21/2015	THE ACTIVE NETWORK INC	01-5800		2,070.00
85445806	08/21/2015	TROXELL COMMUNICATIONS	01-4300		40.85
85445807	08/21/2015	US BANK BUSINESS EQUIPMENT	01-5600		708.92
85445808	08/21/2015	Chantel Sharp	01-5800		300.00
Total Number of Checks			125		<u><u>399,470.98</u></u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	112	340,384.72
13	Cafeteria Fund	10	16,050.94
21	Building Fund #1	6	35,976.26
25	Capital Facilities Fund	2	5,377.42
49	Mello Roos Capital Projects	1	1,760.00
73	Foundation Trust	1	100.00
Total Number of Checks		125	399,649.34
Less Unpaid Sales Tax Liability			178.36-
Net (Check Amount)			<u><u>399,470.98</u></u>

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

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Checks Dated 08/21/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85445684	08/21/2015	JIVE COMMUNICATIONS, INC.	01-5560		235.61
85445685	08/21/2015	PACIFIC GAS & ELECTRIC CO	01-5510		1,477.25
85445686	08/21/2015	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85445687	08/21/2015	SPURR	01-5530		1,798.20
85445688	08/21/2015	WAVE BROADBAND - ROCKLIN	01-5560		82.80
85445689	08/21/2015	CITY OF LINCOLN	01-5540	5,216.41	
			01-5550	7,744.47	
			01-5570	27,845.79	40,806.67
85445690	08/21/2015	CITY OF LINCOLN / PG&E REIMB	01-5510		2,810.14
85445691	08/21/2015	PACIFIC GAS & ELECTRIC CO	01-5510		67,558.39
85445692	08/21/2015	WAVE BROADBAND - ROCKLIN	01-5560		13,000.00
85445693	08/21/2015	"DANIELSEN COMPANY, THE"	13-4380	105.78	
			13-4710	2,061.71	
			Unpaid Sales Tax	2.04-	2,165.45
85445694	08/21/2015	CROWN DISTRIBUTING INC.	13-4380		1,197.63
85445695	08/21/2015	GOLD STAR FOODS, INC	13-4710		5,771.31
85445696	08/21/2015	GOLDEN STATE EQUIPMENT REPAIR	13-5600		1,336.32
85445697	08/21/2015	MINDWARE BRAINY TOYS	01-4300	110.58	
			Unpaid Sales Tax	6.74-	103.84
85445698	08/21/2015	NUTRIKIDS HEARTLAND PAYMENT SYSTEMS INC	13-5800		3,658.00
85445699	08/21/2015	ORIENTAL TRADING COMPANY INC	01-4300	497.15	
			Unpaid Sales Tax	31.73-	465.42
85445700	08/21/2015	RAY MORGAN CO. / CHICO	01-4300	319.65	
			01-5600	319.65	639.30
85445701	08/21/2015	S & S WORLDWIDE	01-4300		306.66
85445702	08/21/2015	SAFEWAY INC	01-4300		28.15
85445703	08/21/2015	SARA LEE	13-4710		308.82
85445704	08/21/2015	TRINITY FRESH	13-4710		133.22
85445705	08/21/2015	WPUSD PETTY CASH FUND	01-5200	800.00	
			01-5800	270.05	
			13-9340	1,415.50	2,485.55
85445706	08/21/2015	GERALD GUSAY	13-4710		41.50
85445707	08/21/2015	JOCELYN MCCOY	73-5850		100.00
85445708	08/21/2015	LAUREN SANTORO	13-4710		21.15
85445709	08/21/2015	Carrie L. Carlson	01-5200		25.00
85445710	08/21/2015	Ramey Dern	01-4300		17.04
85445711	08/21/2015	Therese M. Dorow	01-4100	307.61	
			01-4300	21.99	329.60
85445712	08/21/2015	Maria A. Gonzalez	01-5200		28.06
85445713	08/21/2015	Jeffrey C. Jackson	01-9550		623.18
85445714	08/21/2015	Hannah K. Ritchie	01-5200		13.43
85445715	08/21/2015	ADD SOME CLASS	01-4300	1,495.05	
			25-4300	976.34	2,471.39
85445716	08/21/2015	AIRGAS	01-4300		25.68
85445717	08/21/2015	ANGELINA BROWN - DBA ANGEION CONSULTING	21-5800		800.00

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Checks Dated 08/21/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85445718	08/21/2015	ASCD	01-5300		80.10
85445719	08/21/2015	AVID CENTER	01-5200		6,300.00
85445720	08/21/2015	BANK OF AMERICA #4408	01-4300		124.94
85445721	08/21/2015	CAMBIUM EDUCATION INC	01-4100		2,408.60
		VOYAGER			
85445722	08/21/2015	CDW GOVERNMENT INC	01-4300	2,134.19	
			01-4400	1,795.60	
			21-4300	5,211.28	9,141.07
85445723	08/21/2015	CHEVRON	01-4345		150.37
85445724	08/21/2015	CITRUS HEIGHTS SAW & MOWER	01-4365		332.10
85445725	08/21/2015	COOKS PORTABLE TOILETS	01-5800		25.00
85445726	08/21/2015	CROWE HORWATH LLP	01-5811		20,000.00
85445727	08/21/2015	CRYSTAL BLUE PLUMBING	01-5600		2,294.00
		AIR			
85445728	08/21/2015	DAWSON OIL COMPANY	01-4345	704.44	
			01-4350	407.83	1,112.27
85445729	08/21/2015	DECKER EQUIPMENT	01-4300	66.70	
			Unpaid Sales Tax	3.75-	62.95
85445730	08/21/2015	DELTA EDUCATION INC	01-4100		950.33
85445731	08/21/2015	DISCOVERY OFFICE SYS/US BANK	01-5600		957.83
		EQUIPMENT FINANCE			
85445732	08/21/2015	EMMANOUEL ROZAKIS - DBA	01-5800	1,900.00	
		RESTORATION			
			21-5800	3,700.00	5,600.00
85445733	08/21/2015	FAR WEST RENTS & READY MIX	01-5600		344.82
85445734	08/21/2015	FARONICS TECHNOLOGIES USA INC	01-5800		1,979.49
85445735	08/21/2015	FLEX-PLAN SERVICES, INC.	01-5800		148.50
85445736	08/21/2015	FORTNET SECURITY	01-5800		29,339.63
85445737	08/21/2015	GCR TIRES & SERVICE	01-4360		1,738.33
85445738	08/21/2015	GOLD COUNTRY MEDIA	01-4300		275.00
		PUBLICATIONS			
85445739	08/21/2015	GRAINGER .	01-4300		2,094.75
85445740	08/21/2015	HOLT OF CALIFORNIA	01-4365	728.63	
			01-5600	728.62	1,457.25
85445741	08/21/2015	HUMBOLDT CO. OFFICE OF ED.	01-4300		300.00
85445742	08/21/2015	J & J SCREEN & GLASS	01-5600		203.75
85445743	08/21/2015	JABBERGYM INC.	01-5800		1,140.00
85445744	08/21/2015	JILLIAN S. KING	01-5800		562.50
85445745	08/21/2015	JOHN DEERE LANDSCAPES	01-4300		11.14
85445746	08/21/2015	KRISTINE N CORN DBA SIERRA	01-5800		655.50
		THERAPY CLINIC			
85445747	08/21/2015	KRONICK MOSKOVITZ TIEDEMANN	01-5810		631.95
85445748	08/21/2015	L & H AIRCO	01-4300		41.56
85445749	08/21/2015	Loomis Union School Dist	01-4300		42.00
85445750	08/21/2015	LOWE'S	01-4300		4,203.99
85445751	08/21/2015	LOY MATTISON	01-9500		288.75
		ENTERPRISES			
85445752	08/21/2015	LPA INC.	01-6210	3,692.47	

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Checks Dated 08/12/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85443962	08/12/2015	Lauren M. Quinn	01-4300	215.56	
			01-5200	138.00	353.56
85443963	08/12/2015	BARRANCO BEVERAGE, INC.	13-4400	2,391.88	
			Unpaid Sales Tax	166.88-	2,225.00
85443964	08/12/2015	BERNARD FOOD INDUSTRIES	13-4710		576.36
85443965	08/12/2015	FRY'S ELECTRONICS	01-4300		26.86
85443966	08/12/2015	SAFEWAY INC	01-4300		54.60
85443967	08/12/2015	CHRISTINA WILKES	13-4710		32.05
85443968	08/12/2015	LISA MCINTOSH	01-8675		250.00
85443969	08/12/2015	Sara J. Hodgen	01-4300	9.64	
			01-5200	97.18	106.82
85443970	08/12/2015	Vincent R. Hurtado	01-5200		382.17
85443971	08/12/2015	Kimberly C. Tzikas	01-5200		125.00
85443972	08/12/2015	A-Z BUS SALES INC	01-4365		1,048.95
85443973	08/12/2015	ADD SOME CLASS	01-4300	4,348.15	
			01-4400	706.32	
			25-4300	3,435.67	
			25-4400	1,077.56	9,567.70
85443974	08/12/2015	ALAN S BROOKS	21-5800	2,250.00	
			25-5800	3,525.00	5,775.00
85443975	08/12/2015	BROWER MECHANICAL INC	01-5600		504.00
85443976	08/12/2015	C & S TELECOMMUNICATIONS INC	01-4300		408.13
85443977	08/12/2015	CAPITOL CLUTCH AND BRAKE INC	01-4365		39.60
85443978	08/12/2015	CDW GOVERNMENT INC	01-4300	372.38	
			21-4300	7,150.83	7,523.21
85443979	08/12/2015	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		602.64
85443980	08/12/2015	EMMANOUEL ROZAKIS - DBA E. ROZAKIS RESTORATION	01-5800		90,570.00
85443981	08/12/2015	FAR WEST RENTS & READY MIX	01-5600		88.05
85443982	08/12/2015	GRAINGER .	01-4300		1,735.33
85443983	08/12/2015	HANOVER RESEARCH COUNCIL	01-5800		17,500.00
85443984	08/12/2015	JOHN DEERE LANDSCAPES	01-4300		252.47
85443985	08/12/2015	LAURA KENNY DBA - REAL FOOD CATERING	01-4300		6,400.00
85443986	08/12/2015	MEDICAB OF SACRAMENTO/SIERRA	01-5800		1,050.00
85443987	08/12/2015	NORMAC	01-4300		50.70
85443988	08/12/2015	PEARSON - PSYCHOLOGICAL CORP.	01-4300		3,436.78
85443989	08/12/2015	PLACER COUNTY AIR POLLUTION	01-5800		1,353.35
85443990	08/12/2015	PLACER LEARNING CENTER	01-5800		14,277.00
85443991	08/12/2015	PLATT ELECTRIC SUPPLY, INC.	01-4300		564.38
85443992	08/12/2015	PRO-ED	01-4300	98.59	
			Unpaid Sales Tax	6.30-	92.29
85443993	08/12/2015	PYRAMID EDUCATIONAL	01-4300		305.50
85443994	08/12/2015	QUEST MEDIA & SUPPLIES INC	01-4400		43,132.25
85443995	08/12/2015	RAINFORTH GRAU ARCHITECTS	21-9500		37.50
85443996	08/12/2015	SIERRA FOOTHILLS ACADEMY	01-5800		19,770.61
85443997	08/12/2015	STEINMAN'S	01-4300		154.80

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Checks Dated 08/12/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85443998	08/12/2015	THE FRUITGUYS	01-4300		396.50
85443999	08/12/2015	TROXELL COMMUNICATIONS	01-4300		1,106.18
85444000	08/12/2015	VALLEY POWER SYSTEM INC	01-4365	3,424.66	
			01-5600	808.38	4,233.04
85444001	08/12/2015	Amanda J. Wyatt Retallack	01-5200		159.10
85444002	08/12/2015	BANK OF AMERICA #6993 BUSINESS CARD	01-4300	212.83	
			01-5200	190.13-	22.70
85444003	08/12/2015	BURKETT'S OFFICE	01-4300		718.64
85444004	08/12/2015	CALTRONICS BUSINESS SYSTEMS	01-5600		279.68
85444005	08/12/2015	DISCOVERY OFFICE SYSTEMS	01-4300	.89	
			01-5600	483.35	
			01-9500	299.26	783.50
85444006	08/12/2015	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		447.00
85444007	08/12/2015	GREENFIELD LEARNING INC	01-5800		32,500.00
85444008	08/12/2015	MJB WELDING SUPPLY, INC.	01-4300		259.50
85444009	08/12/2015	PURCHASE POWER	01-4300		61.41
85444010	08/12/2015	RAY MORGAN CO. / CHICO	01-4300		565.59
85444011	08/12/2015	RENAISSANCE LEARNING INC.	01-5800		8,149.00
85444012	08/12/2015	RISO PRODUCTS OF SAC INC	01-4300	2,563.50	
			01-5600	3,030.00	5,593.50
85444013	08/12/2015	SCHOOL SPECIALTY - PRMR AGNDA	01-4300		2,241.38
85444014	08/12/2015	TROXELL COMMUNICATIONS	01-4300	11,980.75	
			Unpaid Sales Tax	68.85-	11,911.90
Total Number of Checks			53		<u>299,801.28</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	48	279,566.46
13	Cafeteria Fund	3	3,000.29
21	Building Fund #1	3	9,438.33
25	Capital Facilities Fund	2	8,038.23
Total Number of Checks		53	300,043.31
Less Unpaid Sales Tax Liability			242.03-
Net (Check Amount)			<u>299,801.28</u>

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

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Checks Dated 08/05/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85443099	08/05/2015	ACSA	01-5200		1,095.00
85443100	08/05/2015	ADVANCED INTEGRATED PEST	01-5800		1,218.00
85443101	08/05/2015	C.O.T. TRANSPORTATION INC.	01-5800		421.20
85443102	08/05/2015	CAPITOL PUBLIC FINANCE GROUP	21-5800		1,800.00
85443103	08/05/2015	CDW GOVERNMENT INC	01-4300	834.89	
			01-4400	1,430.05	2,264.94
85443104	08/05/2015	CITRUS HEIGHTS SAW & MOWER	01-4365		176.41
85443105	08/05/2015	COOKS PORTABLE TOILETS	01-5600		107.50
85443106	08/05/2015	DECKER EQUIPMENT	01-4300	123.24	
			Unpaid Sales Tax	7.55-	115.69
85443107	08/05/2015	DISCOVERY OFFICE SYSTEMS	01-5600		175.99
85443108	08/05/2015	DIVERSE NETWORK ASSOCIATES	01-5800		8,928.00
85443109	08/05/2015	EAGLE SOFTWARE DBA AERIES SOFTWARE INC.	01-5800		12,170.00
85443110	08/05/2015	ECONOMIC & PLANNING SYS. INC.	49-9500		3,353.75
85443111	08/05/2015	FAR WEST RENTS & READY MIX	01-5600		340.50
85443112	08/05/2015	GCR TIRES & SERVICE	01-4360		226.03
85443113	08/05/2015	GRAINGER .	01-4300		72.92
85443114	08/05/2015	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		42.98
85443115	08/05/2015	INTEGRATED FIRE SYSTEMS INC	01-4300	290.00	
			01-5800	1,540.00	1,830.00
85443116	08/05/2015	J C PAPER	01-4300		9,406.25
85443117	08/05/2015	JOHN DEERE LANDSCAPES	01-4300		905.80
85443118	08/05/2015	Loomis Union School Dist	01-4300		3,054.00
85443119	08/05/2015	LOWE'S	01-9500		1,273.31
85443120	08/05/2015	LOZANO SMITH, LLP	01-5810		23.04
85443121	08/05/2015	LPA INC.	01-6210		2,678.47
85443122	08/05/2015	MCM ROOFING COMPANY INC	01-6200		260,694.25
85443123	08/05/2015	O'REILLY'S AUTO PARTS O'REILLY AUTOMOTIVE, INC.	01-4300		10.46
85443124	08/05/2015	PC & MacExchange	01-4400		1,487.68
85443125	08/05/2015	PEARSON - PSYCHOLOGICAL CORP.	01-4300		645.76
85443126	08/05/2015	PLACER COUNTY AIR POLLUTION	01-5800		1,687.42
85443127	08/05/2015	PRO-ED	01-4300	1,173.71	
			Unpaid Sales Tax	74.92-	1,098.79
85443128	08/05/2015	PSYCHOLOGICAL ASSESS RESOURCES	01-4300	3,368.65	
			Unpaid Sales Tax	222.31-	3,146.34
85443129	08/05/2015	QUEST MEDIA & SUPPLIES INC	01-5800		7,125.00
85443130	08/05/2015	RAPID ROOTER	01-5800		1,000.00
85443131	08/05/2015	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300		138.12
85443132	08/05/2015	SAC VAL JANITORIAL SALES	01-4300		21,545.96
85443133	08/05/2015	SACRAMENTO AUTOGLASS	01-5600		267.32
85443134	08/05/2015	SHI INTERNATIONAL CORP	01-4400		3,224.87
85443135	08/05/2015	SIERRA OFFICE SUPPLIES &	01-4300		165.87
85443136	08/05/2015	SIG EMPLOYEE BENEFITS TRUST	76-9554		617,261.50
85443137	08/05/2015	STEINMAN'S	01-4300		142.04

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Checks Dated 08/05/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85443138	08/05/2015	SUPER DUPER SCHOOL COMPANY	01-4300	94.44	
			Unpaid Sales Tax	6.59-	87.85
85443139	08/05/2015	TAG / AMS INC	01-5800		268.00
85443140	08/05/2015	THE FRUITGUYS	01-4300		88.00
85443141	08/05/2015	TOOLS4EVER	01-5800		2,796.15
85443142	08/05/2015	TROXELL COMMUNICATIONS	01-4300		11,911.90
85443143	08/05/2015	WESTERN BLUE AN NWN COMPANY	01-4300	15,525.30	
			01-4400	1,444.80	16,970.10
85443144	08/05/2015	ZOHO CORPORATION	01-5800		4,561.20
Total Number of Checks			46		<u>1,008,004.36</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	43	385,900.48
21	Building Fund #1	1	1,800.00
49	Mello Roos Capital Projects	1	3,353.75
76	Payroll Fund	1	617,261.50
Total Number of Checks		46	1,008,315.73
Less Unpaid Sales Tax Liability			311.37-
Net (Check Amount)			<u>1,008,004.36</u>

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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:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Bob Noyes
Interim Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

September 1, 2015

CERTIFICATED/MANAGEMENT

RESIGNATIONS:

- 1. Name: Sara Hodgen**
Position: District School Nurse
FTE: 1.0
Effective Date: September 11, 2015
Site: District Office
- 2. Name: Jennifer Smith**
Position: SDC Teacher
FTE: 1.0
Effective Date: August 13, 2015
Site: Twelve Bridge Middle School

**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:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Bob Noyes

Interim Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

September 1, 2015

CLASSIFIED/MANAGEMENT

NEW HIRES:

- | | | | |
|-----------|------------------------|-------------|-----------------------------|
| 1. Name: | Ashley Anthony | Effective: | 9/1/15 |
| Position: | Instructional Aide | Site: | Sheridan Elementary |
| Salary: | CSEA, Range 15, Step B | Replacement | |
| Hours: | 2 Hours/Day | | |
| Days: | 10 Months/Year | | |
| | | | |
| 2. Name: | Beverly Goodrow | Effective: | 8/19/15 |
| Position: | Campus/Café Supervisor | Site: | Twelve Bridges Middle |
| Salary: | CSEA, Range 13, Step A | Replacement | |
| Hours: | 2 Hours/Day | | |
| Days: | 10 Months/Year | | |
| | | | |
| 3. Name: | Cecilia Sanchez | Effective: | 8/24/15 |
| Position: | Paraprofessional Aide | Site: | Carlin C. Coppin Elementary |
| Salary: | CSEA, Range 17, Step A | | |
| Hours: | 3.75 Hours/Day | | |
| Days: | 10 Months/Year | | |

RESIGNATIONS:

- | | |
|------------|-----------------------------|
| 1. Name: | Linda Abel |
| Position: | Cafeteria Site Cashier |
| Site: | Carlin C. Coppin Elementary |
| Hours: | 3 Hours/Day |
| Effective: | 8/28/15 |
| | |
| 2. Name: | Sandra Christensen |
| Position: | Campus/Café Supervisor |
| Site: | Creekside Oaks Elementary |
| Hours: | .5 Hours/Day |
| Effective: | 9/1/15 |

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract with Center for
Hearing Health For Hearing Screening Tests

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Base

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for the Center for Hearing Health to provide hearing screening tests to Western Placer students (grades K, 2, 5, 8, and 10) in accordance with Section 2951 of the California Administrative Code, Title 17.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between Center for Hearing Health and Western Placer Unified School District.

Center for Hearing Health, Inc., hereinafter known as "CHH" agrees to provide California Education Code hearing screening tests on mutually agreeable date(s), time(s), and site(s) for the students of hereinafter known as "School, The School, or Schools."

Western Placer Unified School District

School District or School Name

- 1) CHH simultaneously administers individual hearing screening tests for groups of eight students utilizing specially designed vehicles.
- 2) Screenings are administered for students in grades K or 1, 2, 5, 8, 10, preschool and Special Education. Pre-school and Special Education students, unable to respond in group screening, are individually tested at a separate fee as noted in the Contract Rate.
- 3) Fully compliant tests are administered by a Certified School Audiometrist or Licensed Audiologist in accordance with SECTION 2951 of the CALIFORNIA ADMINISTRATIVE CODE, TITLE 17.
- 4) The initial screening test is a pass/fail in response to a 25 decibel pure tone at 1000Hz, 2000Hz and 4000Hz. Students who fail the initial screening are further tested to record individual thresholds at 500Hz, 1000Hz, 2000Hz, and 4000Hz. Post follow-up (2-6 weeks) audiograms and parental notification will be the responsibility of The School.
- 5) A summary report totaling each category of screening and an audiometric record for each student who Failed or Could Not Condition (CNC) will be presented to each School upon completion of the schedule at each site.
- 6) It is the responsibility of The School to exclude participation of students who have corrective devices (e.g. hearing aids, cochlear implants) and students whose parents or guardians have filed a written statement with regard to Education Code, section 49451.
- 7) Employees of CHH are duly licensed by all applicable Local, State and Federal agencies to provide the services referred to herein and have complied with all laws and regulations to which employees of CHH are required to comply.
- 8) Employees of CHH who are in contact with students while providing the services referred to herein are subject to a criminal background check through the State of California Justice Department fingerprint program (CA Ed Code Section 45125.1) and it has been verified that these employees have not been convicted of a violent or serious felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c).
- 9) The School and CHH shall maintain confidentiality of student records and information, in accordance with federal and state law, to include the Family Educational Rights and Privacy Act (FERPA), the California Education Code HIPAA and the Welfare and Institutions Code governing confidentiality. The discussion, transmission, or narration (in any form) of student information is forbidden except as permitted by law. This includes candid discussion between CHH employees and school personnel, including parent volunteers and teachers.

Contract rate per site: \$485.00 up to 130 tests; \$2.85 each over 130 tests

Individual tests: \$7.50 each, i.e., Pre-school; Special Ed

Terms: Net 10 Days - Tax ID: 942722490 - School Dist. PO # _____
(If applicable; not required)

 8/26/15
School Superintendent/Designee Date

 08/24/2015
Center for Hearing Health Date

- Return signed Service Agreement to CHH (mail, fax, or email); Retain copy
- Invoice presented upon completion or weekly for services extending beyond five days

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Overnight Field Trips

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan *KCC*
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Student Fees/School Funds

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

Per Board Policy 6153, the Board of Trustees recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal.

Students will not be excluded due to inability to pay.

Information regarding the overnight field trips for which approval is being sought is as follows:

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

FIELD TRIP:	Overnight Camp Out at LHS Farm
SCHOOL(S):	Lincoln High School
BRIEF DESCRIPTION: <i>(citing educational purpose)</i>	The field trip will teach life skills, recreational leisure skills, cooking, gardening, farming, recording of waterfowl abundance, and star gazing to the Independent Living Skills (ILS) students.
DATES:	9/19/2015 – 9/20/2015
LOCATION(S):	LHS Farm
LODGING/ACCOMMODATIONS:	The students and chaperones will sleep in tents at the farm.
PERSON(S) COORDINATING:	Clelia Jocoy - with parent volunteers
STUDENTS PARTICIPATING:	Approximately 15 students

FIELD TRIP:	Outdoor Education
SCHOOL(S):	Phoenix High School
BRIEF DESCRIPTION: <i>(citing educational purpose)</i>	This field trip is part of an Outdoor Education Grant written by Clint Nelson, instructor at Phoenix High School. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and science subject areas. Students will participate in original research related to each one of these of these core subjects and then present research back in the classroom.
DATES:	September 14 - 16, 2015
LOCATION(S):	Desolation Wilderness State Park
LODGING ACCOMMODATIONS:	Desolation Wilderness State Park
PERSON(S) COORDINATING:	Clint Nelson/Dan Alcorn
STUDENTS PARTICIPATING:	Maximum 7 students

RECOMMENDATION:

Approve the aforementioned Overnight Field Trip requests.

5.6.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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


SUBJECT:

Ratification of Contract with
Starstruck Showcase and
Twelve Bridges Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

PTC Funds

MEETING DATE:

September 1st, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Starstruck Showcase and Twelve Bridges Elementary School for the 2015-16 school year. The services include student instruction starting on Tuesday, March 1st, 2016 and every Tuesday and Friday after that until the final performance on Thursday, April 14th, 2016. The cost of these services is \$3,700.00 and will be paid with PTC Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Starstruck Showcase and Twelve Bridges Elementary School.

Starstruck Showcase



STARSTRUCK SHOWCASE Reservation Agreement

1. **Purpose of and Parties to the Agreement:** This agreement is entered into by the two parties in order to reserve the dates for conducting the Starstruck Showcase program at the school identified below on the date specified. This agreement is made between Carrie Pereira, Starstruck owner and _____

Twelve Bridges 434-5220
Name of School Phone #
2450 Eastridge Dr.
Address
Lincoln, Ca. 95648
City, State, Zip Code

2. **Start Date:** Tues. March 1st, 2016
3. **End Date:** Thurs. April 14th, 2016
4. **Teaching Days:** Tues. & Fri.
5. **Show Dates:** Wed. April 13th & Thurs. April 14th
6. **Number of Students expected to participate:** _____
7. **Do you think we can get the teachers to participate once a week in the mornings, before school starts, and learn a dance of their own that I will teach and then they will perform in the show?** _____
8. **Fee:** The agreed to fee is: \$3,700.00 (Fee needs to be paid one weeks after final show date.)
9. **Cancellation:** The parties agree that there will be no penalty if either party finds it necessary to cancel this agreement. However both parties agree to notify the other party at least two months in advance, giving each party time to find a replacement if needed.

Carrie Pereira 4-24-15 _____ 8/18/15
Carrie L. Pereira Date School Representative Date

Starstruck Showcase



Hello Twelve Bridges Elementary -

Here is your contract for next school season, 2015 - 2016 with "Starstruck Showcase". We are very excited to come to your school.

Contracts are being sent out now so that we can have everything finalized before the end of the school year, and we will be ready to go for the following year.

The weeks we have confirmed with you are:

Week of Feb. 29th (Tues. March 1st and Fri. March 4th)
Week of March 7th (Tues. March 8th and Fri. March 11th)
Week of March 14th (Tues. March 15th and Fri. March 18th)
Week of March 21st - Off for Spring Break
Week of March 28th (Tues. March 29th, and Fri. April 1st)
Week of April 4th (Tues. April 5th and Fri. April 8th)
Week of April 11th - Show Week (Wed. April 13th and Thurs. April 14th)

If you have any questions, please let me know. If you can fill out the Reservation Form and send it back to me, that would be great. I will keep it on file, and contact you again one month prior to your starting date.

Thank you again for allowing "Starstruck Showcase" to bring this Enrichment program to your school. We can't wait to work with you.

Sincerely, *Carrie Pereira*

Carrie Pereira (Owner)
Starstruck Showcase
dancingmom2@yahoo.com
(916) 812-4433



5.5.2

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.

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SUBJECT:

Agreement for Internal Revenue Code
Section 125 Services between Flex-Plan, Inc.,
and WPUSD and Updated WPUSD Flexible
Spending Plan

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Asst Superintendent - Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

September 1st, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

In 2012, Western Placer USD began the use of Flex-Plan Services, Inc., as our Section 125 Third Party Administrator (TPA). By using this TPA we have been able to streamline our benefits program. This agreement is the annual renewal of the existing TPA agreement for health flexible spending arrangement Section 125 services. Also included is the annual update of the District's Flexible Spending Plan.

RECOMMENDATION:

Staff recommends the Board ratify the agreement between Flex-Plan, Inc., and Western Placer Unified School District for Internal Revenue Code Section 125 services and accept the updated District Flexible Spending Plan.

5.8

**WESTERN PLACER UNIFIED SCHOOL DISTRICT FLEXIBLE SPENDING ARRANGEMENT
AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
WESTERN PLACER UNIFIED SCHOOL DISTRICT**

WESTERN PLACER UNIFIED SCHOOL DISTRICT FLEXIBLE SPENDING ARRANGEMENT

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WESTERN PLACER UNIFIED SCHOOL DISTRICT FLEXIBLE SPENDING ARRANGEMENT

INTRODUCTION

The Employer has amended this Plan effective July 1, 2015, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on September 1, 2012. The Plan shall be known as Western Placer Unified School District Flexible Spending Arrangement (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Care Flexible Spending Arrangement or as allowed by reason of the Affordable Care Act.

For purposes of the Health Care Flexible Spending Arrangement, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the

child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 "Effective Date" means September 1, 2012.

1.9 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 "Employee" means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 "Employer" means Western Placer Unified School District and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 "Grace Period" means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Day Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.

1.15 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premiums.

1.16 "Insurer" means any insurance company that underwrites a Benefit under this Plan.

1.17 "Key Employee" means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 "Plan" means this instrument, including all amendments thereto.

1.20 "Plan Year" means the 12-month period beginning July 1 and ending June 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 "Premiums" mean the Participant's cost for the Benefits described in Section 4.1.

1.22 "Premium Conversion Benefit" means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such

Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 "Spouse" means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the pay period coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

(b) **Day Care FSA.** With regard to the Day Care Flexible Spending Arrangement, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Day Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 90 days after the end of the Plan Year, based on the level of the Participant's Day Care Flexible Spending Arrangement as of the date of termination.

(c) **COBRA applicability.** With regard to the Health Care Flexible Spending Arrangement, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Care Flexible Spending Arrangement have already been made. Thereafter, the health benefits under this Plan including the Health Care Flexible Spending Arrangement shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Care Flexible Spending Arrangement.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premiums. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Care Flexible Spending Arrangement or Day Care Flexible Spending Arrangement shall be credited to such fund or account. Amounts designated for the Participant's Premium Conversion Benefit shall likewise be credited to such account for the purpose of paying Premiums.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the

Health Care Flexible Spending Arrangement, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Care Flexible Spending Arrangement
- (2) Day Care Flexible Spending Arrangement
- (3) Health Savings Account Benefit

In addition, except for the Health Savings Account Benefit, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (4) Health Insurance Benefit
- (5) Dental Insurance Benefit
- (6) Vision Insurance Benefit
- (7) Prescription Drug Coverage Benefit

4.2 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT

Each Participant may elect to participate in the Health Care Flexible Spending Arrangement option, in which case Article VI shall apply.

4.3 DAY CARE FLEXIBLE SPENDING ARRANGEMENT BENEFIT

Each Participant may elect to participate in the Day Care Flexible Spending Arrangement option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.7 PRESCRIPTION DRUG COVERAGE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's Prescription Drug Coverage Contract.

(b) **Employer selects contracts.** The Employer may select suitable prescription drug coverage for use in providing this benefit, including, but not limited to, if applicable, by-mail services and prescription drug cards, which will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such prescription drug coverage contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.8 HEALTH SAVINGS ACCOUNT BENEFIT

Each Participant may elect to have a portion of his Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

4.9 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Care Flexible Spending Arrangement Benefits and Day Care Flexible Spending Arrangement Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premiums apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premiums apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code

Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Day Care Flexible Spending Arrangement, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social

Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in Day Care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the Day Care provider. The availability of Day Care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Day Care Flexible Spending Arrangement only if the cost change is imposed by a Day Care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Care Flexible Spending Arrangement as a result of a cost or coverage change under any health insurance benefits.

(l) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Section 4.8, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

ARTICLE VI
HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT

6.1 ESTABLISHMENT OF PLAN

This Health Care Flexible Spending Arrangement is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Care Flexible Spending Arrangement may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Care Flexible Spending Arrangement. Periodic payments reimbursing Participants from the Health Care Flexible Spending Arrangement shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Care Flexible Spending Arrangement"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Care Flexible Spending Arrangement.

6.3 FORFEITURES

The amount in the Health Care Flexible Spending Arrangement as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Care Flexible Spending Arrangement to the contrary, the maximum amount of salary reductions that may be allocated to the Health Care Flexible Spending Arrangement by a Participant in or on account of any Plan Year is \$2,500, as adjusted for increases in the cost of living in accordance with Code Section 125(i)(2). The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering Health Care Flexible Spending Arrangements maintained by members of a controlled group or affiliated service group, the Participant's total Health Care Flexible Spending Arrangement contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Care Flexible Spending Arrangement.

(c) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the limit above applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Care Flexible Spending Arrangement not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Care Flexible Spending Arrangement, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Care Flexible Spending Arrangement by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Care Flexible Spending Arrangement for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Care Flexible Spending Arrangement. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Care Flexible Spending Arrangement. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Care Flexible Spending Arrangement for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Care Flexible Spending Arrangement, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Care Flexible Spending Arrangement. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Care Flexible Spending Arrangement.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DAY CARE FLEXIBLE SPENDING ARRANGEMENT

7.1 ESTABLISHMENT OF ACCOUNT

This Day Care Flexible Spending Arrangement is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Day Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Day Care Flexible Spending Arrangement.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Day Care Flexible Spending Arrangement"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Day Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for Day Care assistance to the Participant.

(c) **"Employment-Related Day Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Day Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the Day Care that gives rise to the Employment-Related Day Care Expenses, not when the Participant is formally billed or charged for, or pays for the Day Care. The determination of whether an amount qualifies as an Employment-Related Day Care Expense shall be made subject to the following rules:

- (1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Day Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Day Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) "Qualifying Dependent" means, for Day Care Flexible Spending Arrangement purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Day Care Flexible Spending Arrangement.

7.3 DAY CARE FLEXIBLE SPENDING ARRANGEMENTS

The Administrator shall establish a Day Care Flexible Spending Arrangement for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Day Care Flexible Spending Arrangement benefits.

7.4 INCREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS

A Participant's Day Care Flexible Spending Arrangement shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Day Care Flexible Spending Arrangement pursuant to elections made under Article V hereof.

7.5 DECREASES IN DAY CARE FLEXIBLE SPENDING ARRANGEMENTS

A Participant's Day Care Flexible Spending Arrangement shall be reduced by the amount of any Employment-Related Day Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DAY CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Day Care Flexible Spending Arrangement, a Participant who incurs Employment-Related Day Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Day Care Flexible Spending Arrangement as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Day Care Flexible Spending Arrangement in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Day Care Flexible Spending Arrangement that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Day Care Flexible Spending Arrangement that not more than 25 percent of the amounts paid by the Employer for Day Care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Day Care Flexible Spending Arrangement by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Day Care Flexible Spending Arrangement for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Day Care Flexible Spending Arrangement. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Day Care Flexible Spending Arrangement. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DAY CARE FLEXIBLE SPENDING ARRANGEMENT CLAIMS

The Administrator shall direct the payment of all such Day Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Day Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;

- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Day Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (j) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Health and Day Care Flexible Spending Arrangement Claims.** The Participant must submit all claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

If a claim under the Plan is denied in whole or in part, the Participant will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure.

A level one appeal must be submitted within 180 days of receipt of the denial. Any such request should be accompanied by documents or records in support of the appeal. The Participant may review pertinent documents and submit issues and comments in writing. The claims administrator will review the claim and provide, within 30 days, a written response to the appeal (extended by reasonable time if necessary). In this response, the claims administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. If the Participant disagrees with the level one appeal decision the Participant may submit a request for a level two appeal to be determined by

the Employer. The Participant must submit the request for level two appeal within 60 days of receipt of the level one notice. The Participant will be notified within 30 days after the Employer receives the appeal (extended by reasonable time if necessary). The Employer has the exclusive right to interpret the appropriate plan provisions. Decisions of the Employer are conclusive and binding.

The following timetable for claims applies:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Denial or insufficient information on the claim: Notification of	15 days
Response by Participant	45 days
Review of claim denial	30 days

The Participant must file the appeal by submitting a written request by email, fax, or mail to Flex-Plan and indicate either level one or two appeal on the email, fax, or letter.

Email: claims@flex-plan.com

Fax: 425-451-7002 or 866-535-9227

Mail: Flex-Plan Services, PO Box 53250, Bellevue WA 98015.

The response will provide written or electronic notification of any claim denial. The notice will state:

- (a) The specific reason or reasons for the denial;
- (b) Reference to the specific Plan provisions on which the denial was based;
- (c) A description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary;
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures.
- (e) A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and
- (f) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the Participant upon request.

When the Participant receives a denial, the Participant will have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the claim. If the Participant requests, the Participant will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

- (a) was relied upon in making the claim determination;
- (b) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (c) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (d) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the Participant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

(e) **Forfeitures.** Any balance remaining in the Participant's Day Care Flexible Spending Arrangement or Health Care Flexible Spending Arrangement as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan. No amounts attributable to the Health Savings Account shall be subject to the benefit plan surplus.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their

eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Care Flexible Spending Arrangement or Day Care Flexible Spending Arrangement, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of California.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive

such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is

not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

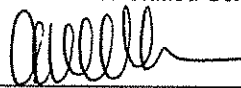
Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this 21 day of August.

Western Placer Unified School District

By  WPUSD
EMPLOYER

Asst Supt of Business Svs and Operations

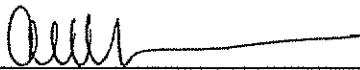
ADOPTING RESOLUTION

The undersigned authorized representative of Western Placer Unified School District (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on September 1, 2015, and that such resolutions have not been modified or rescinded as of the date hereof.

RESOLVED, that the form of amended Cafeteria Plan including a Health Care Flexible Spending Arrangement and Day Care Flexible Spending Arrangement effective July 1, 2015, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached are true copies of Western Placer Unified School District Flexible Spending Arrangement as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: 9/1/15

Signed: 

Audrey K. Patrick
[print name/title]

Asst Supt of Business Svs and Operations

5.8.31

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:

Disposal of Surplus Items

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services

ENCLOSURES:

No

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

September 1st, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

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

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

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

RECOMMENDATION:

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

8.1

Surplus Items

Item	Value	Location
9 Hexagon Computer Tables*	\$1.00 each	FSS
30 Executive Student Desks*	\$1.00 each	FSS
3 Blue Student Computer Tables*	\$1.00 each	FSS
7 4-Drawer Metal Filing Cabinets*	\$1.00 each	FSS
8 Rolling Bookshelves*	\$1.00 each	FSS
170 Executive Student Desks*	\$1.00 each	TBE

An * indicates items that might be used within the District.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Revised Job Description for
Counselor on Special Assignment
– Peer Coach Behavior

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Supplemental & Medi-Cal Funding

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

No

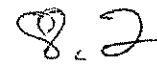
BACKGROUND:

As a part of the ongoing review of job descriptions and the needs of the District by both the District and WPTA there exists a need to approve a revised job description for the Counselor on Special Assignment – Peer Coach Behavior to accommodate changes in funding for the position as well as duties needed of this position. The revised job description has minimal recommended changes to align with the updated funding source and needs for this position.

The updated Counselor on Special Assignment – Behavior job description has been reviewed and approved by WPTA.

RECOMMENDATION:

Administration recommends that the Board approve the updated job description for the Counselor on Special Assignment –Behavior position.



Western Placer Unified School District

POSITION DESCRIPTION

Position Title: **COUNSELOR ON SPECIAL ASSIGNMENT-
PEER COACH BEHAVIOR**
Department: Educational Services
Reports to: Deputy Superintendent **Director of Educational Services**

SUMMARY:

Provides professional development and behavioral coaching support to teachers toward goal of decreased behavioral issues and increased student responsibility and learning. Activities and/or information from the Peer Coach will not be used in other Bargaining Unit members' evaluations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Attends appropriate and required workshops to enhance existing professional staff development foundational knowledge and skills
- Coordinates and presents relevant workshops and in-services to WPUSD certificated staff
- Provides training in PBIS and social emotional learning strategies
- Provides consultation for site PBIS (Positive Behavioral Interventions and Supports) programs
- Monitors behavioral data and provides feedback to district and site implementation teams
- Makes presentations at to WPUSD site staff meetings
- ~~Makes presentations at WPUSD Management & PAR Meetings~~
- **Works closely with county agencies to coordinate behavioral support services for students**
- Models and coaches research-based effective behavioral strategies in classrooms, including:
 - ~~PBIS strategies~~
 - ~~Student Engagement~~
 - ~~Classroom Management~~
 - ~~Feedback~~
 - ~~Behavioral Coaching~~
 - ~~Behavior Intervention~~
 - ~~Social Emotional Learning Processes~~
 - ~~Other, as appropriate~~
- Visits classrooms to provide observational feedback and support to teachers

- Engages in discussions with teachers to encourage reflection on effectiveness of classroom management and behavioral support strategies
- Supports and participates in the Professional Learning Community process at select-sites
- Other related duties as assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must have at least five years of credentialed classroom teaching experience and/or school counseling experience and be able to perform each essential duty satisfactorily. Applicant must have strong interpersonal skills. Recent attendance at relevant District, PCOE or other professional development workshops and/or series focusing on active student engagement, effective classroom management and behavioral intervention techniques and PBIS and other research-based behavioral intervention strategies is preferred.

EDUCATION:

Four-year degree; masters preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

Valid PPS certificate in K/12 education.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write and research reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS:

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and algebra. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS and ABILITIES:

Ability to apply knowledge of current research and theory in instructional program; ability to plan and implement lessons based on division and school objectives and the needs and abilities of students to whom assigned. Ability to establish and maintain effective relationships with students, peers and parents; skill in oral and written communication. Ability to perform duties with awareness of all district requirements and Board of Trustee policies.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand and talk or hear and sometimes walk and sit. While performing the duties of this job, the employee may occasionally push or lift up to 50 lb. such as boxes of books and AV/VCR/DVD carts. The employee is directly responsible for safety, well-being, or work output of other people. Specific vision abilities required by this job include close vision such as to read handwritten or typed material, and the ability to adjust focus. The position requires the individual to meet multiple demands from several people and interact with the public and other staff.

WORK ENVIRONMENT:

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

The noise level in the work environment is moderate to loud.

The information contained in this job description is for compliance with the American with Disabilities Act (A.M.) and is not an exhaustive list of the duties performed for this position. The individuals holding this position may perform additional duties as assigned.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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


SUBJECT:

Educational Services Update

AGENDA ITEM AREA:

Information

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

No – Presentation at Meeting

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

NA

MEETING DATE:

September 1, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

Information regarding the Administrator Orientation (August 5, 2015) and District Day (August 14, 2015) will be shared. Additionally, an overview of the 2015-2016 priorities for Educational Services will be provided.

RECOMMENDATION:

Administration recommends that the board receive the 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.	
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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:

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:

September 1, 2015

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- BP 4020 - Drug and Alcohol Free Workplace
- BP 4030 – Nondiscrimination in Employment
- AR 4032 – Reasonable Accommodation
- BP 4111/4211/4311 – Recruitment and Selection
- E 4112.9/4212.9/4312.9 – Employee Notifications
- AR 4112.22 – Staff Teaching English Language Learners
- BP/AR 4112.42/4212.42/4312.42 – Drug and Alcohol Testing of Bus Drivers
- AR 4117.11/4317.11 – Preretirement Part-Time Employment
- AR 4117.14/4317.14 – Postretirement Employment
- BP 4119.21/4219.21/4319.21/E 4319.21 – Professional Standards
- BP 4119.41/4219.41/4319.41 – Employees with Infectious Disease
- AR 4121 – Temporary/Substitute Personnel
- BP 4140/4240/4340 – Bargaining Units
- AR 4154/4254/4354 – Health and Welfare Benefits
- BP/AR 4158/4258/4358 – Employee Security
- AR 4217.3 – Layoff/Rehire
- BP 4312.1 – Contracts

RECOMMENDATION:

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

8.4

POLICY GUIDESHEET
March/July/November 2010, 2011, 2012, 2013
Page 1 of 3

Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

BP 4020 - Drug and Alcohol Free Workplace

(BP revised)

MANDATED policy revised to clarify applicability of optional paragraph prohibiting an employee from being under the influence of alcohol or a controlled substance while on duty. Policy defines "on duty" to include instructional and noninstructional time in the classroom or workplace, in extracurricular or cocurricular activities, or in transporting and supervising students and exempts an employee's lawful use of prescription drugs from the prohibition.

BP 4030 - Nondiscrimination in Employment

(BP revised)

Policy updated to reflect **NEW LAW (AB 1964)** which prohibits discrimination against an employee or job applicant based on the person's religious beliefs, observances, or dress or grooming practices unless the district can demonstrate that it has explored available reasonable alternative means of accommodating the person but is unable to do so. Policy also updated to reflect **NEW LAW (AB 2386)** which, for purposes of prohibiting discrimination in employment, revises the definition of "religious creed" to include religious dress and grooming practices and defines "sex" to include breastfeeding and related medical conditions.

AR 4032 - Reasonable Accommodation

(AR revised)

Updated, reorganized regulation addresses (1) the circumstances under which the district may require a job applicant to undergo a medical examination in order to provide documentation of his/her health condition, (2) the prohibition against the use of the applicant's or employee's genetic information, and (3) the persons who should be informed of the applicant's or employee's medical condition.

BP 4111/4211/4311 - Recruitment and Selection

(BP revised)

Policy updated to delete material reflecting requirements for recruitment incentives under the Professional Development Block Grant, as the funding for that block grant has been redirected into the LCFF pursuant to **NEW LAW (AB 97)**. New optional material authorizes the superintendent, with board approval, to provide incentives to recruit teachers, administrators, or other employees to work in low-performing schools or in hard-to-fill positions.

E 4112.9/4212.9/4312.9 - Employee Notifications

(E revised)

Exhibit updated to (1) reflect **NEW LAW (AB 1575, 2012)** requiring the uniform complaint procedure notice to include information about complaints regarding student fees; (2) add notice regarding automated external defibrillators; (3) reflect **NEW LAW (AB 1908, 2012)** revising the timing of notice of layoff and reemployment rights of classified personnel; (4) add notice of bus drivers regarding vehicle idling limitations; and (5) add notices related to the chemical hygiene plan and hazard communications program.

AR 4112.22 - Staff Teaching English Language Learners

(AR retitled and revised)

Retitled regulation adds definitions of "English learner" and "primary language instruction." Regulation also reflects **NEW TITLE 5 REGULATIONS (Register 2010, No. 43)** which authorize holders of the STSP or PIP to provide ELD and SDAIE services or, upon approval by the CTC for qualified individuals, to provide primary language instruction. Material re: Certificate of Completion of Staff Development revised to reflect sunset of law which formerly allowed multiple subject, single subject, and education specialist holders to qualify to provide SDAIE by completing a CTC-approved staff development program and to clarify that this option is now available only to holders of

8.4.1

POLICY GUIDESHEET
March/July/November 2010, 2011, 2012, 2013
Page 2 of 3

AR 4112.22 - Staff Teaching English Language Learners *(continued)*

the designated subjects teaching credential or service credential with a special class authorization. New paragraph added to reflect requirements related to employment of teachers from a foreign country who hold a sojourn credential.

BP/AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing of Bus Drivers

(BP revised/AR new)

MANDATED policy revised to more directly reflect prohibitions against drug and alcohol use and clarify that alcohol testing conducted under the federal testing program should follow federal law re: the blood alcohol concentration level that triggers specified consequences. Policy also adds language on confidentiality of test results, reports to the Department of Motor Vehicles, option to impose rehabilitation or return-to-duty program, and option to establish a voluntary self-identification program.

AR 4117.11/4317.11 - Preretirement Part-Time Employment

(AR revised)

MANDATED regulation revised to clarify that, if a district allows certificated employees who are members of the defined benefit program of the California State Teachers' Retirement System to reduce their workload to part time while continuing to receive the same service credit and other benefits as full-time employees, it must afford equal treatment to all certificated employees who meet the eligibility requirements. Regulation also adds requirement for the district and/or employee to make the payment or contribution necessary for the employee to retain a benefit in the same manner as if the employee were employed full time.

AR 4117.14/4317.14 - Postretirement Employment

(AR revised)

Regulation revised to reflect **NEW LAW (AB 340, 2012)** which exempts a retired individual who has attained the normal retirement age from the prohibition against returning to postretirement employment for at least six months after retirement, provided that certain conditions are met. Regulation deletes postretirement earning limitation exemptions based on expired law, including those for retirees employed to provide specified instructional services or employed in an emergency situation to fill a vacant administrative position requiring highly specialized skills. Regulation also deletes material describing exemptions for certain state-appointed trustees/administrators and County Superintendent of Schools appointments, since those assignments are not the responsibility of the district.

BP 4119.21/4219.21/4319.2/E 4319.2 - Professional Standards

(BP revised/E revised)

Updated, reorganized policy clarifies expectations for appropriate employee conduct and expands list of prohibited conduct. Material addressing discipline adds the possibility of report to the Commission on Teacher Credentialing (CTC) or referral to law enforcement, and provides that an employee who has knowledge of misconduct but fails to report it also may be subject to discipline. Updated exhibit reproduces the entire California Professional Standards for Educational Leaders, as issued by the California School Leadership Academy at WestEd and the Association of California School Administrators.

BP 4119.41/4219.41/4319.41 - Employees with Infectious Disease

(BP revised)

Updated policy adds board philosophical statement, definitions of infectious and communicable infectious disease, legal requirement for job applicants to provide evidence that they are free of communicable disease prior to beginning employment, new material on disease prevention and on addressing communicable disease outbreaks in the district's emergency preparedness plan, and legal requirement to report communicable infectious disease to local health officer. Material re: reasonable accommodation revised for consistency with AR 4032 - Reasonable Accommodation.

8.4.2

POLICY GUIDESHEET
March/July/November 2010, 2011, 2012, 2013
Page 3 of 3

AR 4121 - Temporary/Substitute Personnel
(AR revised)

Updated regulation reflects **NEW COURT DECISION** which held that temporary athletic team coaches may be an exception to the classification notice requirement because their temporary status is expressly stated in law. Regulation also adds requirement to notify substitute employees about their eligibility for the retirement plan and reflects restrictions in the assignment of persons holding emergency substitute teaching permits.

BP 4140/4240/4340 - Bargaining Units
(BP revised and recoded to add 4340)

Policy updated to reflect **NEW LAW (AB 501)** which (1) expands the definition of "exclusive representative" to allow employees who are neither certificated nor classified employees to be represented, and (2) expands the definition of "public school employer" to include certain joint powers agencies so that employees of the JPA may be represented. Policy also adds new section on "Payment of Dues or Service Fee," including material reflecting **NEW COURT DECISION** re: disclosing employees' home addresses and telephone numbers to an employee organization.

AR 4154/4254/4354 - Health and Welfare Benefits
(AR revised)

Regulation updated to clarify the effect of state and federal laws on benefits for registered domestic partners and to reflect **NEW FEDERAL LAW (American Recovery and Reinvestment Act)** re: temporary subsidized premium for COBRA and Cal-COBRA for "assistance eligible individuals." Policy also clarifies the requirements for confidentiality of health records and expands the material on retired employees to include other individuals eligible under COBRA or Cal-COBRA. Regulation also revises section on "COBRA/Cal-COBRA Continuation Coverage" to more directly reflect law re: program eligibility based on reduction in hours of employment.

BP/AR 4158/4258/4358 - Employee Security
(BP/AR revised)

Updated policy reflects **NEW COURT DECISION** which ruled that the issuance of a temporary restraining order and injunction against a person who had verbally threatened a city official was not a violation of that person's right to free speech and right of access to a public place. Updated regulation clarifies procedures to maintain confidentiality of student records when notifying a teacher or counselor of the need to review a student's file in the school office as required when the student has committed an offense.

AR 4217.3 - Layoff/Rehire
(AR revised)

Regulation updated to reflect **NEW LAW (AB 1908)** which changes the timeline for notifying classified employees when they are subject to layoff due to lack of work or lack of funds. Regulation also revised to reflect **NEW LAW (AB 2307)** which provides that laid-off classified employees who are reemployed in a new position but fail to complete the probationary period for the new position shall be returned to the reemployment list for the remainder of the 39-month reemployment eligibility period.

BP 4312.1 - Contracts
(BP revised)

Policy updated to reflect **NEW LAW (AB 1344)** which prohibits the Board from calling a special meeting to consider the salary or other compensation of management employees, prohibits automatic renewal of a contract with a provision for automatic increase that exceeds the cost-of-living adjustment, and requires contracts executed or renewed after January 1, 2012, to contain a provision requiring an employee to reimburse the district in the event he/she is convicted of a crime involving abuse of his/her office or position. Policy also adds statement re: Board deliberation of employment contract in closed session.

DRUG AND ALCOHOL-FREE WORKPLACE

The Board of Trustees believes that the maintenance of drug- and alcohol-free workplaces is essential to school and district operations staff and student safety and to help ensure a productive and safe work and learning environment.

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace. (Government Code 8355; 41 USC 701)

~~No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in 21 USC 81 at any school district workplace. These prohibitions apply before, during and after school hours. A school district workplace is any place where school district work is performed, any school owned or school approved vehicle used to transport students to and from school or school activities; any off school sites when accommodating a school sponsored or school approved activity or function where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.~~

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, *on duty* means while an employee is on duty during both instructional and noninstructional time in the classroom or workplace, at extracurricular or cocurricular activities, or while transporting students or otherwise supervising them. *Under the influence* means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

(cf. 4032 - Reasonable Accommodation)

The Superintendent or designee shall notify employees of these district's prohibition against drug use and the actions that will be taken for violation of such prohibitions. (Government Code 8355; 41 USC 7012)

An employee shall abide by the terms of this policy and notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug or alcohol statute conviction which he/she receives for a violation occurring in the workplace. (41 USC 702)

The Superintendent or designee shall notify the appropriate federal granting or contracting agencies within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 701)

~~The Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in Education Code 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no~~

8.4.4

DRUG AND ALCOHOL-FREE WORKPLACE (continued)

~~longer prohibited. A plea or verdict of guilty, a finding of guilt by a court in a trial without a jury, or a conviction following a plea of nolo contendere shall be deemed to be a conviction. (Education Code 44836, 45123)~~

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4212 - Appointment and Conditions of Employment)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

~~A classified employee may be reemployed after conviction of such an offense if the Board determines, from the evidence presented, that the person has been rehabilitated for at least five years. (Education Code 45123)~~

~~The Board may take appropriate disciplinary action, up to and including termination, or require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.~~

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Drug-Free Awareness Program

The Superintendent or designee shall establish a drug- and alcohol-free awareness program to inform employees about: (Government Code 8355; 41 USC 701)

1. The dangers of drug and alcohol abuse in the workplace
2. The district policy of maintaining drug- and alcohol-free workplaces
3. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs

(cf. 4159/4259/4359 - Employee Assistance Programs)

4. The penalties that may be imposed on employees for drug and alcohol abuse violations

8.4.5

DRUG AND ALCOHOL-FREE WORKPLACE (continued)

Legal Reference:

EDUCATION CODE

44011 Controlled substance offense

44425 Conviction of controlled substance offenses as grounds for revocation of credential

44836 Employment of certificated persons convicted of controlled substance offenses

44940 Compulsory leave of absence for certificated persons

44940.5 Procedures when employees are placed on compulsory leave of absence

45123 Employment after conviction of controlled substance offense

45304 Compulsory leave of absence for classified persons

GOVERNMENT CODE

8350-8357 Drug-free workplace

UNITED STATES CODE, TITLE 20

7111-7117 Safe and Drug Free Schools and Communities Act

UNITED STATES CODE, TITLE 21

812 Schedule of controlled substances

UNITED STATES CODE, TITLE 41

701-707 Drug-Free Workplace Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.01-1308.49 Schedule of controlled substances

COURT DECISIONS

Cahoon v. Governing Board of Ventura USD, (2009) 171 Cal.App.4th 381

Ross v. RagingWire Telecommunications, Inc., (2008) 42 Cal.4th 920

Management Resources:

WEB SITES

California Department of Alcohol and Drug Programs: <http://www.adp.ca.gov>

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

U.S. Department of Labor: <http://www.dol.gov>

Policy
adopted: September 4, 2007
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.6

NONDISCRIMINATION IN EMPLOYMENT

The Board of Trustees desires to provide a positive work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with law. The Board prohibits district employees from ~~prohibits~~ discrimination against and/or harassing ~~ment~~ of any other district employees and or job applicants ~~at any district site or activity~~ on the basis of the person's actual or perceived race, religion, creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation.

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

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

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

(cf. 5145.7 - Sexual Harassment)

~~Prohibited discrimination or harassment consists of unwelcome conduct, whether verbal, physical, or visual, based on any of the prohibited categories of discrimination listed above that it is so severe and pervasive that it adversely affects an individual's employment opportunities or has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile, or offensive work environment.~~

Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.

The prohibition against discrimination based on the religious creed of an employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926, 12940)

Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

NONDISCRIMINATION IN EMPLOYMENT (continued)

The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the district's complaint procedures instituted pursuant to this policy.

Any district employee who engages or ~~participates~~ in prohibited discrimination, or harassment, or **retaliation** or who aids, abets, incites, compels or coerces another to engage or attempt to engage in such behavior, shall be in violation of this policy and shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Board ~~designates the~~ following position is **designated** as Coordinator for Nondiscrimination in Employment:

~~Director~~ **Assistant Superintendent of Human Personnel Services**
600 Sixth Street, Suite 400
Lincoln, CA 95648
(916) 645-6350

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy or ~~regulation~~ should, **as appropriate**, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaints.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to his/her supervisor, the Coordinator, or Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

Training and Notifications

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

8.4.8

NONDISCRIMINATION IN EMPLOYMENT (continued)*(cf. 4131- Staff Development)**(cf. 4231- Staff Development)**(cf. 4331- Staff Development)*

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

*Legal Reference:*EDUCATION CODE200-262.4 *Prohibition of discrimination*CIVIL CODE51.7 *Freedom from violence or intimidation*GOVERNMENT CODE11135 *Unlawful discrimination*12900-12996 *Fair Employment and Housing Act*PENAL CODE422.56 *Definitions, hate crimes*CODE OF REGULATIONS, TITLE 27287.6 *Terms, conditions and privileges of employment*CODE OF REGULATIONS, TITLE 54900-4965 *Nondiscrimination in elementary and secondary education*UNITED STATES CODE, TITLE 201681-1688 *Title IX of the Education Amendments 1972*UNITED STATES CODE, TITLE 29621-634 *Age Discrimination in Employment Act*794 *Section 504 of the Rehabilitation Act of 1973*UNITED STATES CODE, TITLE 422000d-2000d-7 *Title VI, Civil Rights Act of 1964*2000e-2000e-17 *Title VII, Civil Rights Act of 1964 as amended*2000ff-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*2000h-2-2000h-6 *Title IX of the Civil Rights Act of 1964*6101-6107 *Age discrimination in federally assisted programs*12101-12213 *Americans with Disabilities Act*CODE OF FEDERAL REGULATIONS, TITLE 2835.101-35.190 *Americans with Disabilities Act**Legal Reference: (see next page)*

8.4.9

NONDISCRIMINATION IN EMPLOYMENT (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S. Ct. 863

Shepherd v. Loyola Marymount (2002) 102 CalApp.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

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

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

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

Notice of Non-Discrimination, January, 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

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

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Policy
adopted: September 4, 2007
revised: October 2, 2012
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.10

REASONABLE ACCOMMODATION

Except when undue hardship would result to the district, the Superintendent or designee shall provide reasonable accommodation:

1. In the job application process, to any qualified job applicant with a disability
2. To enable any qualified employee with a disability to perform the essential functions of the position he/she holds or desires to hold or to enjoy equal benefits or other terms, conditions, and privileges of employment as other similarly situated employees without disabilities

The district designates the position specified in BP 4030 - Nondiscrimination in Employment as the coordinator of its efforts to comply with the Americans with Disabilities Act (ADA) and to investigate any and all related complaints.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Definitions

Disability, with respect to an individual, is defined as any of the following: (Government Code 12926; 29 CFR 1630.2)

1. A physical or mental impairment that limits one or more of the major life activities
2. A record of such an impairment
3. Being regarded as having such an impairment

Limits shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics or reasonable accommodations, unless the mitigating measure itself limits a major life activity. (Government Code 12926)

Essential functions are the fundamental job duties of the position the individual with a disability holds or desires. The term does not include the marginal functions of the position. (29 CFR 1630.2)

Reasonable accommodations mean: (Government Code 12926; 29 CFR 1630.2) ~~that an employer may need to provide in connection with modifications to the work environment or adjustments in how and when a job is performed that enable an individual with a disability to enjoy equal employment opportunities include, but are not limited to:~~ (29 CFR 1630.2)

1. ~~Making existing facilities accessible and usable~~ For a qualified job applicant with a disability, modifications or adjustments to the job application process that enable him/her to be considered for the position he/she desires

8.4.11

REASONABLE ACCOMMODATION (continued)

2. ~~Restructuring the job duties~~ For a qualified employee with a disability, modifications or adjustments to the work environment, or to the manner or circumstances under which the position the employee holds or desires is customarily performed, that enable him/her to perform the essential functions of the position or to enjoy equal benefits and privileges of employment as are enjoyed by the district's other similarly situated employees without disabilities.
3. ~~Offering part time or modified work schedules~~
4. ~~Acquiring or modifying equipment or devices~~
5. ~~Changing tests, training materials or policies~~
6. ~~Providing qualified readers or interpreters~~
7. ~~Reassigning the employee to a vacant position~~

Qualified individual with a disability means an individual a job applicant or employee with a disability who: (29 CFR 1630.15, 1630.2)

1. Satisfies the requisite skill, experience, education and other job-related requirements of the employment position **he/she holds or desires** and who, with or without reasonable accommodation,
2. Can perform the essential functions of such position **with or without reasonable accommodation.** (29 CFR 1630.2)
3. **Would not pose a significant risk of substantial harm, which cannot be eliminated or reduced by reasonable accommodation, to himself/herself or others in the job he/she holds or desires**

Undue hardship is a determination based on an individualized assessment of current circumstances that shows that **the provision of** a specific reasonable accommodation would cause significant difficulty or expense **to the district.** A determination of undue hardship should be based on several factors, including: (29 CFR 1630.2)

1. ~~The nature and net cost of the accommodation needed, taking into consideration the availability of tax credits and deductions and/or outside funding~~
2. ~~The overall financial resources of the facility making the reasonable accommodation; the number of persons employed at this facility, the effect on expenses and resources of the facility, or the impact on the operations of the facility~~
3. ~~The overall financial resources, size, number of employees, and the number, type and location of facilities of the district~~

REASONABLE ACCOMMODATION (continued)

- ~~4. The type of operation of the district, including the structure and functions of the workforce, the geographic separateness, and the administrative or fiscal relationship of the facility involved in making the accommodation~~
- ~~5. The impact of the accommodation on the operation of the facility, including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business.~~

Requests for Reasonable Accommodation

~~The district designates the position specified in BP 4030—Nondiscrimination in Employment as the coordinator of its efforts to comply with the Americans with Disabilities Act (ADA) and to investigate any and all related complaints.~~

~~(cf. 4030—Nondiscrimination in Employment)~~

~~(cf. 4031—Complaints Concerning Discrimination in Employment)~~

When requesting reasonable accommodation, the employee or employee's **his/her** representative shall inform the employee's supervisor that he/she needs a change at work for a reason related to a medical condition. **The supervisor shall inform the coordinator of the employee's request as soon as possible.**

When requesting reasonable accommodation ~~during the~~ **for the** hiring process, a job applicant shall inform the coordinator that he/she will need a reasonable accommodation ~~for~~ **during** the process.

~~Employees' requests for reasonable accommodation may first be considered informally by the site administrator. The site administrator shall consult with the coordinator before any decision as to accommodation is made.~~

When the disability and/or the need for accommodation is not obvious, the coordinator may ask the employee to supply reasonable documentation about his/her disability. In requesting this documentation, the coordinator shall specify the types of information that are being sought about the employee's condition, the employee's functional limitations and the need for reasonable accommodation. The employee may be asked to sign a limited release allowing the ~~district coordinator~~ **to submit a list of specific questions to the his/her** health care or vocational professional.

If the documentation submitted by the employee does not ~~specify~~ **indicate** the existence of a qualifying disability and explain the need for reasonable accommodation, the ~~district coordinator~~ **shall request additional documentation that specifies the missing information.** ~~If may require the employee to~~ **does not submit such additional documentation in a timely manner, the coordinator may require him/her to submit** to an examination by a health care professional selected and paid for by the district.

8.4.13

REASONABLE ACCOMMODATION (continued)

The district may make a medical or psychological inquiry of a job applicant or require him/her to submit to a medical or psychological examination after he/she has been given a conditional offer of employment but before the commencement of his/her job duties, provided the inquiry or examination is job-related, consistent with business necessity, and required for all incoming employees in the same job classification. (Government Code 12940)

The coordinator shall not request any job applicant's or employee's genetic information except as authorized by law. (42 USC 2000ff-1, 2000ff-5)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

In accordance with law, the coordinator shall take steps to ensure the confidentiality of information related to medical conditions or history. As applicable, he/she shall notify the supervisor or manager of the qualified individual of any reasonable accommodation granted the individual and may notify first aid and safety personnel when the disability of the qualified individual may require emergency treatment. (42 USC 12112)

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

Granting Reasonable Accommodation

Upon receiving a request to reasonably accommodate a qualified employee individual with a disability, the coordinator shall:

1. Determine the essential functions of the job
2. Engage in an informal, interactive process with the employee to review the request for accommodation, identify the precise limitations resulting from the disability, identify potential means for providing accommodation, and assess their effectiveness
3. Develop a plan for reasonable accommodation which is effective and allows the employee to perform the essential functions of the job or to gain equal access to a benefit or privilege of employment and does not impose undue hardship on the district

~~To qualify for a job, an individual shall not pose a significant risk of substantial harm to himself/herself or others in the workplace which cannot be eliminated or reduced by reasonable accommodation. (29 CFR 1630.2)~~

~~The determination of whether an individual poses a significant risk of substantial harm to himself/herself or others shall be made on a case-by-case basis and shall be based on objective, factual evidence, taking into consideration the duration of the risks, the nature and~~

8.4.14

REASONABLE ACCOMMODATION (continued)

~~severity of the potential harm, the likelihood that the potential harm will occur and the imminence of potential harm. (29 CFR 1630.2)~~

~~The coordinator may confer with the site administrator, the district medical advisor and/or other district staff before making a final decision as to the accommodation.~~

A determination of undue hardship should be based on several factors, including: (29 CFR 1630.2)

- a. The nature and net cost of the accommodation needed, taking into consideration the availability of tax credits and deductions and/or outside funding**
- b. The overall financial resources of the facility making the accommodation, the number of persons employed at this facility, and the effect on expenses and resources of the facility**
- c. The overall financial resources, number of employees, and the number, type, and location of facilities of the district**
- d. The type of operation of the district, including the composition, structure, and functions of the workforce and the geographic separateness and administrative or fiscal relationship of the facility making the accommodation to other district facilities**
- e. The impact of the accommodation on the operation of the facility, including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business**

The coordinator may confer with the site administrator, any medical advisor chosen by the district, and/or other district staff before making a final decision as to the accommodation.

Reasonable Accommodation Committee

~~The coordinator may appoint a Reasonable Accommodation Committee to review or assist in the development of appropriate plans to reasonably accommodate an employee or qualified individuals job applicant who request modifications or adjustments has requested an adjustment in work duties or environment because of known physical or mental disabilities. The membership of this committee may change on a case-by-case basis. The committee may include:~~

REASONABLE ACCOMMODATION (continued)

Committee members shall be selected on the basis of their knowledge of the specific functions and duties required in the position, the physical work environment, available accommodations, and other relevant issues. The committee may include a district administrator, site administrator, medical advisor or rehabilitation specialist, and as necessary, a certificated and/or classified employee. Membership may change on a case-by-case basis.

1. ~~_____ A district administrator~~
2. ~~_____ A site administrator~~
3. ~~_____ A medical advisor or rehabilitation specialist~~
4. ~~_____ A certificated employee~~
5. ~~_____ A classified employee~~

~~Committee members shall be selected on the basis of their knowledge of the relevant issues, including:~~

1. ~~_____ The specific functions and duties required in the position~~
2. ~~_____ The physical work environment~~
3. ~~_____ Available accommodations~~

At the coordinator's discretion, the employee or applicant requesting accommodation may participate in ~~or be excluded from~~ **in** the committee meetings. If the employee or applicant is excluded from **the** committee meetings, the coordinator shall communicate with him/her so that he/she has the opportunity to interact and contribute to planning the reasonable accommodation.

~~The coordinator shall take steps to ensure the confidentiality of information related to medical conditions.~~

Appeal Process

Any qualified individual with a disability who ~~If the employee or applicant~~ is not satisfied with the decision of the coordinator, he/she may appeal in writing to the Superintendent or designee. This appeal shall be made within 10 working days of receiving the decision and shall include:

1. A clear, concise statement of the reasons for the appeal

REASONABLE ACCOMMODATION (continued)

2. A statement of the specific remedy sought

The Superintendent or designee shall consult with the coordinator and review the appeal, together with any available supporting documents. The Superintendent or designee shall give the ~~employee or applicant~~ **individual** his/her decision within 15 working days of receiving the appeal.

Any further appeal for reasonable accommodation shall be considered a complaint concerning discrimination in employment and may be taken to the Board of Trustees in accordance with the district's procedure for such complaints.

Legal Reference:

CIVIL CODE

51 Unruh Civil Rights Act

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

UNITED STATES CODE, TITLE 29

701-794e Vocational Rehabilitation Act

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act, especially:

35.107 Designation of employee

36.101-36.608 Nondiscrimination on the basis of disability by public facilities

CODE OF FEDERAL REGULATIONS, TITLE 29

1630.2 Direct threat

COURT DECISIONS

Colmenares v. Braemar Country Club, Inc., 2003 Cal.LEXIS 1131

Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S.Ct. 2045

US Airways, Inc. v. Barnett, (2002) 535 U.S., 122 S.Ct. 1516

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

WEB SITES

EEOC: <http://www.eeoc.gov>

Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Regulation
approved: September 4, 2007
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.17

RECRUITMENT AND SELECTION

~~Cautionary Notice: As added and amended by SBX3-4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4-2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB-70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect these requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210—Administrative Discretion Regarding Board Policy.~~

The Governing Board is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficient running of district operations.

(cf. 0100 - Goals for the School District)

(cf. 4000 - Concepts and Roles)

(cf. 4100 - Certificated Personnel)

(cf. 4200 - Classified Personnel)

(cf. 4300 - Management, Administrative and Supervisory and Confidential Personnel)

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

The Superintendent or designee shall develop fair, open, and transparent recruitment and selection processes and procedures which ensure that employees **individuals** are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

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

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she also shall disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, observations, and recommendations from previous employers as necessary to identify the best possible candidate for a position. The Superintendent or designee may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.

(cf. 2230 - Representative and Deliberative Groups)

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law.

8.4.18

RECRUITMENT AND SELECTION (continued)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

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

(cf. 411.8/4212.8/4312.1 - Employment of Relatives)

(cf. 4212 - Appointment and Conditions of Employment)

(cf. 4312.1 - Contracts)

Recruiting Incentives for Teachers

~~Contingent upon available funding, the Superintendent or designee may provide incentives to recruit credentialed teachers to teach in any district school ranked in the bottom half of the state Academic Performance Index. Such incentives may include, but are not limited to, signing bonuses, improved work conditions, teacher compensation or housing subsidies. (Education Code 44735)~~

Legal Reference: (see next page)

RECRUITMENT AND SELECTION (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
41530-41533 Professional Development Block Grant
44066 Limitations on certification requirement
44259 Teaching credential; exception; designated subjects; minimum requirements
44735 Incentive grants for recruiting teachers for low-performing schools
44740-44741 Personnel Management Assistance Teams
44750-44754.5 Regional Teacher recruitment resource centers
44830-44831 Employment of certificated persons
44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations re residency
45103-45138 Employment (classified employees)
49406 Examination for tuberculosis
52051 Academic Performance Index

GOVERNMENT CODE

815.2 Liability of public entities and public employees
12900-12996 Fair Employment and Housing Act, including:
12940-12956 Discrimination prohibited; unlawful practices

UNITED STATES CODE, TITLE 8

1324a Unlawful employment of aliens
1324b Unfair immigration related practices

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2-2000h-6 Title IX, 1972 Education Act Amendments
12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

COURT DECISIONS

C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

Management Resources:

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>
Education Job Opportunities Information Network: <http://www.edjoin.org>
Teach USA: <http://www.calteach.org>
U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Policy
adopted: September 4, 2007
revised: December 16, 2014
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.20

All Personnel

E 4112.9(a)
4212.9
4312.9

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	231.5, Government Code 12950, 2 CCR 11023	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees	17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	37616	AR 6112	Public hearing on year-round program
To all employees, prior to implementing block schedule	46162	AR 6112	Public hearing on block schedule
Annually to all employees	49013; 5 CCR 4622	AR 1312.3 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
To all employees	Government Code 1126	BP 4136 4236 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 4212.3 4312.3	Oath or affirmation of allegiance required of public employees
To all employees	Government Code 8355; 41 USC 8102	BP 4020 BP 4159 4259 4359	District's drug- and alcohol- free workplace; actions to be taken if violated; available employee assistance programs
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

8.4.21

E 4112.9(b)
4212.9
4312.9

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, 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	Health and Safety 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
Upon employment or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 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 4254 4354	Disability insurance rights and benefits
To all employees via employee handbook, or to each new employee	2 CCR 11096; 29 CFR 825.300	AR 4161.8 4261.8 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 BP 4030	District's policy on nondiscrimination and related complaint procedures

8.4.22

E 4112.9(c)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
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	22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	35171	AR 4115 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	44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation	44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	44842	AR 4112.1	Request that the employee to notify district of intent to remain in service for next year the following school year; copy of law
To certificated employees upon employment	44916	AR 4112.1 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	44929.21	AR 4117.6	Whether or not employee is reelected for next school year

8423

E 4112.9(d)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
When certificated employee is subject to disciplinary action for cause	44934	AR 4117.4 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	44938	AR 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	44940.5	AR 4118	Notice of intent to dismiss 30 days from notice
To probationary employees 30 days prior to dismissal, or not later than March 15 for second-year probationary employees	44948.3	AR 4117.4	Reasons for dismissal and opportunity to appeal
To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15	44948.5	AR 4117.4	Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	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	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	49079	AR 4158 4258 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	Contents of state regulation re: report to Commission on Teacher Credentialing

8.4.24

E 4112.9(e)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
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	44940.5	AR 4218	Notice of intent to dismiss in 30 days
When classified employee is subject to disciplinary action for cause, in nonmerit district	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 expiring at end of school year	45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	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	45192, 45195	AR 4261.1 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 3542-3514	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 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy

8.4.25

E 4112.9(f)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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	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	44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
Prior to placing derogatory information in personnel file	44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
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
Notice or training to employee with access to confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one day of working day of work-related injury or victimization of crime at workplace	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
Within five days of employee's request for family care and medical leave	2 CCR 11049; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Whether or not employee is eligible for FMLA leave
To any employee with exposure to bloodborne pathogens, upon initial employment and at least annually thereafter	8 CCR 3204, 5193	AR 4119.42 4219.42 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

8.4.26

E 4112.9(g)
4212.9
4312.9

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 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 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations
Within five days of receiving information to determine if leave qualifies for FMLA	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; any requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Within five days of employee's request for family care and medical leave	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Whether or not employee is eligible for FMLA leave, rights and obligations; consequences of failure to meet obligations

Exhibit
version: December 16, 2014
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.27

STAFF TEACHING STUDENTS OF LIMITED ENGLISH PROFICIENCY

Definitions

English learner means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English. (Education Code 306)

Instruction for English language development (ELD) means instruction designed specifically for limited-English learners ~~proficient students~~ to develop their listening, speaking, reading, and writing skills in English. (Education Code 44253.2)

Specially designed academic instruction in English (SDAIE) means instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English learners. ~~proficient students.~~ (Education Code 44253.2)

~~Content instruction delivered in the Primary language instruction includes both primary language development designed to develop English learners' listening, speaking, reading and writing skills in their primary language and means content instruction in a subject area delivered in the primary language in any subject area. of the student.~~ (Education Code 44253.2)

(cf. 6174 – Education for English Language Learners)

Teacher Qualifications

The Superintendent or designee shall ensure that a teacher providing instruction for with one or more English language in his/her class possesses an English learner authorization issued by the Commission on Teacher Credentialing (CTC) authorizing ELD and SDAIE, as appropriate. ~~development, specially designed academic instruction in~~ A teacher possessing a bilingual authorization may be assigned to provide English-ELD, (SDAIE), and/or ~~content instruction in any student's primary language instruction.~~ possesses the appropriate authorization(s) issued by the Commission on Teacher Credentialing (CTC).

(cf. 1312.4 – Williams Uniform Complaint Procedures)

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

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

(cf. 4113 - Assignment)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 6174 – Education for English Language Learners)

~~A teacher may be provisionally assigned to provide instruction for English language development or SDAIE during the period that he/she is pursuing training to complete a Certificate of Completion of Staff Development pursuant to Education Code 44253.10.~~

STAFF TEACHING STUDENTS OF LIMITED ENGLISH PROFICIENCY
(continued)

A teacher with a designated subjects teaching credential or a service credential with a special class authorization may enroll in a CTC-approved staff development program and, upon successful completion, may apply to the CTC for a Certificate of Completion of Staff Development authorizing instruction in SDAIE. (Education Code 44253.11)

(cf. 4131 - Staff Development)

The Governing Board may, for the purpose of providing primary language instruction, hire bilingual teachers who are employed in public or private schools of a foreign country, state, territory, or possession, provided such teachers speak English fluently and hold the necessary sojourn credential issued by the CTC. After the initial two-year sojourn credential expires, the teacher may annually apply to the CTC for an extension for a total period of not more than five years. Any application for renewal shall include verification by the Superintendent or designee that termination of the employment would adversely affect an existing bilingual program and that attempts to secure the employment of a qualified certificated California teacher have been unsuccessful. (Education Code 44856)

Legal Reference:

EDUCATION CODE

~~10600-10610 California Education Information System~~

~~44225 Duties of the Commission on Teacher Credentialing~~

~~306 Definition, English learner~~

~~44253.1-44253.10 Certification for bilingual-crosscultural competence~~

~~44258.9 County superintendent review of teacher assignment~~

~~44259.5 Standards for teachers of all students, including English language learners~~

~~44380-44386 Alternative certification~~

~~44856 Employment of teachers from foreign countries~~

~~44760-44763 Teacher supply and demand reporting~~

~~52160-52178 Bilingual-Bicultural Act of 1976~~

~~52180-52186 Bilingual teacher training assistance program~~

~~62001-62005.5 Evaluation and sunseting of programs~~

~~99230-99242 Mathematics and Reading Professional Development Program~~

CODE OF REGULATIONS, TITLE 5

~~6100-6125 Teacher qualifications, No Child Left Behind Act~~

~~80016 Certificate of completion of staff development to teach English learners~~

~~80015 Requirements for the CLAD certification or English learner authorization~~

~~80015.1-80015.4 Requirements for CLAD, English learner authorization or bilingual authorization~~

~~80021 Short-Term Staff Permit~~

~~80021.1 Provisional Internship Program~~

~~80024.7-80024.8 Emergency CLAD and bilingual permits~~

Legal Reference: (see next page)

8.4.29

STAFF TEACHING STUDENTS OF LIMITED ENGLISH PROFICIENCY
(continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20

1701-1704 Equal educational opportunities

6319 Highly qualified teachers

6601-6651 Training and recruiting high-quality teachers

6801-7014 Language instruction for English learners and immigrant students

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

COURT DECISIONS

Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698

Management Resources:

CDE PROGRAM ADVISORIES

0300.97 Programs for English learners

CTC PUBLICATIONS

Languages Other than English Single Subject Matter Standards for the Single Subject Teaching Credential, May 2004

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-622 Serving English Learners, February 2004-December 2010

CL-626B Bilingual Authorizations, November 2010

CL-626C Crosscultural, Language and Academic Development (CLAD) Certificate, November 2010

CL-568 The Sojourn Certificated Employee Credential, August 2009

CTC CODED CORRESPONDENCE

04-0001 Clarification of authorizations to teach English learners, January 12, 2004

02-0006 Authorization to teach English learners pursuant to SB 2042, April 24, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants Title II, Part A Non-Regulatory Draft Guidance, revised January 16, 2004

WEB SITES

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

California Association for Bilingual Education: <http://www.bilingualeducation.org>

California Department of Education, English Learners: <http://www.cde.ca.gov/sp/el>

California Teachers of English to Speakers of Other Languages: <http://www.catesol.org>

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

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

Regulation
approved: October 21, 2008
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8,430

All Personnel

BP 4112.42(a)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

The Board of Trustees desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program **designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of school bus, student activity bus, or other school transportation vehicle** ~~or for all district drivers and any other employees who hold a commercial driver's license which is necessary to perform duties related to their district employment. with the district. This program shall be designed to fulfill the requirements of state and federal law.~~

(cf. 3540 - Transportation)
(cf. 3542 - School Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 4020 - Drug and Alcohol-Free Workplace)
(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

A driver shall not report for duty or remain on duty when he/she has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when he/she has used any drug listed in 21 CFR 1308.12-1308.15, unless he/she is using the drug under the direction of a physician who has advised him/her that the substance will not adversely affect the driver's ability to safely operate a bus. In addition, a driver shall not consume alcohol while on duty or for four hours prior to on-duty time. (49 CFR 382.201-382.209, 382.213)

The district's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

~~The Superintendent or designee shall contract for testing services and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.~~

8.431

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

~~(cf. 3542 School Bus Drivers)~~

~~(cf. 4020 Drug and Alcohol Free Workplace)~~

Consequences Based on Test Results

Any driver who tests positive for alcohol or drugs or who refuses to take a required drug or alcohol test, tests positive for drugs, or is found to have a blood level that exceeds the levels specified in law submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law 49 CFR 40.23 and 383.311, administrative regulations, and the district's collective bargaining agreement. The district will designate the Transportation Director to answer driver questions about testing, records and disclosure of related materials.

No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician. (49 CFR 382.205, 382.207, 382.209; Vehicle Code 34520.3; 13 CCR 1213.1)

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)

~~(cf. 4117.4 Dismissal)~~

~~(cf. 4118 Suspension/Disciplinary Action)~~

~~(cf. 4218 Dismissal/Suspension/Disciplinary Action)~~

The Superintendent or designee (Transportation Director) shall ensure that each driver receives an explanation of the federal regulations and the district's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information. (49 CFR 382.601)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. If the substance abuse professional recommends that ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor his/her compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

(cf. 4159/4259/4359 - Employee Assistance Programs)
(cf. 4161/4261 - Leaves)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)
(cf. 4261.1 - Personal Illness/Injury Leave)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

(cf. 4117.4 - Dismissal)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over his/her drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
 - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor

BP 4112.42(d)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

- b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that he/she does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until he/she has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

(cf. 4112.9—Employee Notifications)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

GOVERNMENT CODE

8355 Drug-free workplace; employee notification

VEHICLE CODE

13376 Driver certificates ; revocation or suspension

34500-34520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

UNITED STATES CODE, TITLE 49

31306 Alcohol and ~~controlled substances~~ drug testing

41501-41507 ~~Transportation Employee Testing Act~~

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11-1308.15 ~~Controlled substances~~

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Part 40. Procedures for transportation workplace drug and alcohol testing programs

382.101-382.605 ~~Controlled substance~~ Drug and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

Management Resources: (see next page)

8.434

BP 4112.42(c)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONS

Controlled Substances and Alcohol Testing Compliance Checklist, 2007

What is CSAT? Controlled Substances and Alcohol Testing, 2005

WEB SITES

California Highway Patrol: <http://www.chp.ca.gov>

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:
<http://www.dot.gov/ost/dapc>

Policy
adopted: September 4, 2007
revised: April 1, 2008
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.35

All Personnel

AR 4112.42(a)

4212.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

4312.42

Definitions

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs included in the tests are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration or level means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. The regulations adopted pursuant to Section 34501 shall require that any driver of a commercial motor vehicle, as defined in Section 15210, be ordered out of service for 24 hours if the driver is found to have 0.01 percent or more, by weight, of alcohol in his or her blood. For purposes of the DOT alcohol testing program, an alcohol level between 0.02 and 0.04 requires removal of the bus driver for a 24-hour period following the test. An alcohol level of 0.04 or higher requires immediate removal of the driver from performing safety-sensitive functions until the driver has successfully completed the return-to-duty process. (49 CFR 382.107) (VC Section 34501.15; 15210)

Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the bus or bus equipment; loading or unloading the bus; supervising or assisting in the loading or unloading of the bus; and repairing, obtaining assistance, or remaining in attendance upon a disabled bus. (49 CFR 382.107)

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

Designated Employer Representative

The Superintendent or designee shall identify a designated employer representative and shall provide his/her name and telephone number to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

The designated employer representative shall be responsible for receiving test results and other communications, taking immediate action(s) to remove drivers from safety-sensitive functions, and making other required decisions in the testing and evaluation processes. (49 CFR 40.3)

8.4.36

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Pre-employment Testing

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25, from any employer who has employed the driver at any time during the previous two years. In addition, the Superintendent or designee shall ask the driver if he/she tested positive, or refused to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that he/she did not obtain. The driver shall not be permitted to perform safety-sensitive functions if he/she refuses to provide consent to obtain the information from previous employers, the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district, or the driver or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413)

Upon making a contingent offer of employment to a driver and prior to the first time the driver performs safety-sensitive functions for the district, the Superintendent or designee shall require the driver to undergo testing for drugs and to receive a verified negative test result. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months or participated in a random drug testing program for the previous 12 months.
3. The Superintendent or designee has contacted the testing program(s) in which the driver has participated and has obtained information about the program and the driver's participation as specified in 49 CFR 382.301.
4. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration level of less than 0.04. (49 CFR 382.301)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for alcohol use within eight hours of the accident, or for drug use within 32 hours of the accident, and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

Random Testing

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year. Such tests shall be conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Reasonable Suspicion Testing

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, the Superintendent or designee shall prepare and sign a written record of the observations leading to a reasonable suspicion test. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Follow-Up Testing

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Notifications

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.303, 382.113, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration above 0.01
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management

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

Each driver shall sign a statement certifying that he/she has received a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

(cf. 3580 - District Records)

Regulation
approved:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.41

PRERETIREMENT PART-TIME EMPLOYMENT

When the Governing Board has adopted the reduced workload program, any certificated employee may reduce his/her workload from full time to part time in accordance with applicable law, district regulations, and collective bargaining agreement.

Any such certificated employee who is a member of the defined benefit program of the California State Teachers' Retirement System (STRS) may continue to receive the service credits and maintain the retirement and health and welfare benefits that he/she would have received if employed on a full-time basis, provided the following conditions exist: (Education Code 22713, 44922)

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

~~A certificated employee may be allowed to work on a part time basis without losing retirement benefits as follows: (Education Code 22713, 44922)~~

1. The option to reduce the employee's workload shall be exercised at the request of the employee and the agreement to reduce the workload shall be in effect at the beginning of the school year.
- ~~1. The employee shall have his/her retirement allowance, as well as other benefits to which the employee is entitled, based upon the compensation that the employee would have received if he/she had been employed on a full-time basis.~~
- ~~2. The option to reduce the employee's workload, shall be exercised at the request of the employee and can be revoked only with the mutual consent of the Superintendent or designee and the employee.~~
32. Prior to the reduction in workload, the employee shall have been employed full-time to perform creditable service for a minimum of 10 years **credited service, of which the including five years immediately preceding five years shall be full-time employment.** ~~the reduction in workload.~~
43. The employee shall not have had a break in service during the five years immediately preceding the reduction in workload. Sabbaticals, other approved leaves of absence, and unpaid absences **from full-time employment** for personal reasons shall not constitute a break in service. However, **any period of time during which an employee is retired shall constitute a break in service and the employee shall be required to be employed to perform creditable service on a full-time basis for at least five school years preceding the workload reduction if he/she reinstates from retirement.** ~~on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time requirement.~~

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

PRERETIREMENT PART-TIME EMPLOYMENT (continued)

54. The employee shall have reached the age of 55 years prior to the reduction in workload.
65. ~~The period of the reduced workload shall not exceed 10 years.~~ **The employee shall not hold a position with a salary above that of a school principal.**
76. The reduced workload shall be equal to **at least one-half of the full-time district equivalent required for full-time** by the ~~employee's contract of employment~~ in accordance with Education Code 22138.5, **pursuant to the employee's contract of employment** during his/her ~~last final~~ year of full-time employment **preceding the reduction of workload.**
87. The employee shall be paid a compensation that is the pro rata share of the **creditable** compensation ~~he/she the employee would have earned had he/she the employee not opted to reduce his/her workload.~~
8. **For each school year that the employee's workload is reduced, the district and/or employee shall make any payment or contribution necessary for the employee's retention of a benefit to which he/she is entitled if employed full time, in the same manner as if the employee were employed full time.**
9. **The agreement may be revoked only by mutual consent of the employee and the district.**

However, an employee who has entered into a formalized agreement with the district to have his/her contribution into the defined benefit program paid (picked up) by the district may not terminate the agreement to reduce his/her workload except by one of the following:

- a. **Terminating his/her service**
 - b. **Retiring from service under the defined benefit program**
 - c. **Continuing to perform creditable service under a new reduced workload arrangement for at least one-half of the time the district requires for full-time employment in accordance with Education Code 22138.5**
 - d. **Returning to full-time employment**
10. **The period of the reduced workload shall not exceed 10 years.**

PRERETIREMENT PART-TIME EMPLOYMENT (continued)

Prior to the reduction of an employee's workload, ~~The Superintendent or designee shall verify the employee's eligibility prior to the reduction of an employee's workload. This shall be done in conjunction with the administrative staff of the to STRS State Teachers' Retirement System and Public Employees' Retirement System, and/or the Public Employees' Retirement System. in accordance with law.~~ (Education Code 22713)

The Superintendent or designee shall maintain the necessary records to separately identify each employee who participates in the reduced workload program. (Education Code 22713)

After determining that it is in the best interest of the district, the Board may allow any certificated employee who is not eligible to reduce his/her workload pursuant to Education Code 22713 or 44922 to reduce his/her workload from full time to part time. In any such case, the Board shall specify the terms and conditions under which the reduction in workload shall take place.

Legal Reference:

EDUCATION CODE

22119.5 Creditable service, definition

22138.5 Full-time, definition

22713 Part-time employment; reduction of workload from full-time; credit

22903 Payment of contributions by employer for tax deferred purposes

44922 Regulations; reduction to part-time employment

44924 Regulations; prohibition against waiver of benefits

GOVERNMENT CODE

21110-21120 Reduced workload, partial service retirement under PERS

53201 Health and welfare benefits: election by officers and employees

COURT DECISIONS

Praiser v. Biggs Unified School District (2001) 87 Cal.App.4th 398

United Teachers-Los Angeles v. Los Angeles Unified School District (1994) 24 Cal.App.4th 1510

Management Resources:

WEB SITES

California Public Employees' Retirement System: <http://www.calpers.ca.gov>

California State Teachers' Retirement System: <http://www.calstrs.com>

Regulation
approved: September 4, 2007
revised: August 2015

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.44

EMPLOYMENT OF RETIRED TEACHERS

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2012-13 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

When necessary, the Governing Board may, subject to specific legal requirements, hire qualified retired certificated individuals who possess unique knowledge and experience needed to perform specialized work of a limited duration or service for the district, as an employee, the employee of a third party, or an independent contract/consultant.

Any retired teacher certificated individual who is a member of the defined benefit program of the State Teachers' Retirement System (STRS) who is hired by the district to perform services pursuant to this administrative regulation shall not make contributions to the retirement fund or accrue service credit based on compensation earned from that service.

(cf. 3600 - Consultants)
(cf. 4111/4211/4311 - Recruitment and Selection)
(cf. 4112 - Appointment and Conditions of Employment)

~~Any retired individual hired under this administrative regulation shall be paid at a rate commensurate with that of other district employees performing comparable duties. (Education Code 24214)~~

Any retired certificated individual who is a member of the defined benefit program of the State Teachers' Retirement System (STRS) and who is hired by the district to perform any service pursuant to Education Code 22119.5 or 26113 shall be paid at a rate commensurate with that of other district employees performing comparable duties. However, such a retired individual shall not make contributions to the retirement fund or accrue service credits based on compensation earned from that service. (Education Code 24214)

No retired certificated individual who is a member of STRS shall be hired by the district for at least six calendar months after his/her retirement from service unless he/she has attained the normal retirement age. Such hiring shall only be made with Governing Board approval in a public meeting, as reflected in a resolution that shall include information about the nature of the appointment and the following findings: (Education Code 24214.5)

EMPLOYMENT OF RETIRED TEACHERS (continued)

~~Beginning July 1, 2010, any certificated individual who is a member of STRS and who retires from service below normal retirement age shall not be hired for service pursuant to this administrative regulation for at least six calendar months after his/her retirement from service. (Education Code 24214.5)~~

1. The appointment is necessary to fill a critically needed position before 180 days have passed.
2. The retired individual is eligible for this exemption because he/she did not receive additional service credit pursuant to Education Code 22714 or 22715 or a financial inducement to retire.
3. The retired individual's termination of employment with the district is not the basis for the need to acquire the services of the retired individual.

(cf. 9320 - Meetings and Notices)

Postretirement Compensation Limitation

~~Upon retaining~~ When the district retains the services of a retired individual as a district employee, employee of a third party, or an independent contractor, the Superintendent or designee shall: (Education Code 22461, 24214)

1. Advise the retired individual of the postretirement compensation limitation set forth in Education Code 24116, 24214, and **or 24214.5 or any other applicable law**
2. Maintain accurate records of the retired individual's compensation and report the ~~compensation~~ **it monthly** to STRS and the individual, ~~monthly~~ regardless of the method of payment or the fund from which the payments are made

When employing a retired individual eligible for any of the exemptions from the postretirement compensation limitation, ~~stated below,~~ the Superintendent or designee shall submit to STRS, ~~no later than June 30 of the school year for which the exemption is to apply,~~ all required documentation to substantiate eligibility for the exemption. (Education Code 24216 **24214**, 24216.5, ~~24216.6~~)

Exemption for Providing Specified Instructional Services

~~Until June 30, 2012, any retired certificated individual employed by the district shall be exempt from the compensation limitation for members of STRS provided that he/she retired from service with an effective date on or before January 1, 2009, and is employed to provide any of the following services: (Education Code 24216.5, 24216.6)~~

1. ~~Direct classroom instruction to students in grades K-12~~

EMPLOYMENT OF RETIRED TEACHERS (continued)

2. ~~Support and assessment for new teachers through the Beginning Teacher Support and Assessment System pursuant to Education Code 44279.1-44279.7~~

~~(cf. 4131—Staff Development)~~

3. ~~Support to individuals completing student teaching assignments~~

4. ~~Support to individuals participating in a pre-internship teaching program (Education Code 44305-44308), an alternative certification program (Education Code 44380-44386), or a school paraprofessional teacher training program (Education Code 44390-44393)~~

~~(cf. 4112.21—Interns)~~

~~(cf. 4222—Teacher Aides/Paraprofessionals)~~

5. ~~Instruction and student services provided to students enrolled in special education programs pursuant to Education Code 56000-56885~~

~~(cf. 4112.23—Special Education Staff)~~

6. ~~Instruction to students enrolled in English language learner programs pursuant to Education Code 400-410 and 430-446~~

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

7. ~~Direct remedial instruction to students in grades 2-12 for the programs specified in Education Code 37252 and 37252.2~~

~~(cf. 5123—Promotion/Acceleration/Retention)~~

~~(cf. 6179—Supplemental Instruction)~~

~~Retired individuals who are exempt from the limitation on compensation shall be treated as part of a distinct class of temporary employees within the existing bargaining unit whose service may not be included in computing the service required as a prerequisite to attainment of or eligibility for classification as a permanent employee of the district. (Education Code 24216.5, 24216.6)~~

~~The compensation shall be agreed to in the collective bargaining agreement between the district and the exclusive representative for the bargaining unit and shall not be less than the minimum nor exceed that paid by the district to other employees performing comparable duties. (Education Code 24216.5, 24216.6)~~

~~Exemption for Appointment as Trustee/Administrator or for Emergency Situations~~

EMPLOYMENT OF RETIRED TEACHERS (continued)

~~A retired certificated individual shall be exempt from the postretirement compensation limitation for a maximum period of 24 consecutive months if he/she is appointed by the Superintendent of Public Instruction as a trustee or administrator pursuant to Education Code 41320.1, appointed as a trustee pursuant to the Immediate Intervention/Underperforming Schools Program or the High Priority Schools Grant Program, or assigned to a position by the County Superintendent of Schools pursuant to Education Code 42122-42129. (Education Code 24216)~~

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

~~Until June 30, 2012, a retired individual shall be exempt from the postretirement compensation limitation up to an additional one-half of the full-time position when employed in an emergency situation to fill a vacant administrative position requiring highly specialized skills, provided that all of the following conditions are met: (Education Code 24216)~~

- ~~1. The vacancy occurred due to circumstances beyond the district's control.~~
- ~~2. The recruitment process to fill the vacancy on a permanent basis is expected to extend over several months.~~
- ~~3. The employment is reported in a public meeting of the Board.~~

~~(cf. 9320—Meetings and Notices)~~

- ~~4. The retired individual's termination of employment with the district is not the basis for the vacant administrative position.~~

~~The above exemptions shall not apply to any individual who has received additional retirement service credit pursuant to Education Code 22715 or 22716. A retiree who has received an additional service credit pursuant to Education Code 22714 or 22714.5 shall be ineligible for the above exemptions for one year from his/her effective date of retirement for service performed in any California district, community college district, or county office of education. (Education Code 24216)~~

~~(cf. 4117.13/4317.13—Early Retirement Option)~~

~~Retirement consultancy contracts are renewable annually for up to five years or until the employee reaches age 65, whichever comes first. (Education Code 35046)~~

Consultancy Contracts

~~A retired certificated employee serving as a consultant shall be retained as an employee and his/her service shall be limited in accordance with retirement system rules and regulations. (Education Code 35046)~~

8.4.68

EMPLOYMENT OF RETIRED TEACHERS (continued)

~~To be eligible for consideration for a consultancy contract, a retired certificated employee must have served the district or the County Superintendent for at least 10 years and be at least 55 years of age. (Education Code 35046)~~

Legal Reference:

EDUCATION CODE

~~400-410 English language acquisition program~~
~~430-446 English learner and immigrant student federal conformity act~~
22119.5 Creditable service, definition
22461 Notice of earnings limitation
22714 Encouragement of retirement
~~22714.5 2+2 service and year credit option under STRS~~
22715 Additional service credit
22716 Unpaid services
24116 Service at California State University
24214 Creditable service by retiree
24214.5 Postretirement compensation limit; members below normal retirement age
24215 Service at California State University
~~24216 Payments to retirees in excess of limitation~~
~~24216.5 Exemption from earnings limitation~~
~~24216.6 Exemption from earnings limitation~~
26113 Creditable service, definition
35046 Consultancy contracts
~~37252-37253.5 Supplemental instruction~~
41320.1 Appointment of trustee
42120-42129 Budget completion
~~44279.1-44279.7 Beginning Teacher Support and Assessment System~~
~~44380-44386 Alternative certification program~~
~~44390-44393 School paraprofessional teacher training program~~
44830 Employment of certificated employees
44830.3 Employment of district interns
44929 Service credit under STRS; additional two years
44929.1 2+2 service and year credit option under STRS
~~52053-52055.55 Immediate Intervention/Underperforming Schools Program~~
~~52055.600-52055.662 High Priority Schools Grant Program~~
~~56000-56885 Special education~~
52055.57-52055.60 Local Educational Agency Intervention program

Management Resources:

WEB SITES

California State Teachers' Retirement System: <http://www.calstrs.com>

Regulation

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revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

8.4.69

All Personnel

BP 4119.21(a)
4219.21
4319.21

PROFESSIONAL STANDARDS

The Board of Trustees expects district employees to maintain the highest ethical standards, exhibit professional behavior, follow district policies and regulations, and abide by state and federal laws, **and exercise good judgment when interacting with students and other members of the school community.** Employee conduct should enhance the integrity of the district, and advance the goals of the district's educational programs, **and contribution to a positive school climate.** ~~Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.~~

(cf. 0200 – Goals for the School District)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

(cf. 0000—Vision)

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

(cf. 2111 - Superintendent Governance Standards)

(cf. 9005 - Governance Standards)

Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.

(cf. 4112.2 - Certification)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Inappropriate employee conduct includes, but is not limited to:

1. **Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 4158/4258/4358 - Employee Security)

2. **Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed**

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

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

8.470

PROFESSIONAL STANDARDS (continued)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Staff Conduct with Students

~~The Board expects all employees to exercise good judgment and maintain professional standards and boundaries when interacting with students both on and off school property. Inappropriate employee conduct shall include, but not be limited to, engaging in harassing or discriminatory behavior; engaging in inappropriate socialization or fraternization with a student; soliciting, encouraging, or establishing an inappropriate written, verbal, or physical relationship with a student; furnishing tobacco, alcohol, or other illegal or unauthorized substances to a student; or engaging in child abuse.~~

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

~~*(cf. 5131 - Conduct)*~~

~~*(cf. 6163.4 - Student Use of Technology)*~~

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
7. Willfully disrupting district or school operations by loud or unreasonable noise or other action
8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace or at a school-sponsored activity

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 4020 - Drug and Alcohol Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

8.4-71

PROFESSIONAL STANDARDS (continued)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

9. Dishonesty with students, parents/guardians, staff, or members of the public, including, but not limited to, falsification of information in employment records or other school records
10. Divulging confidential information about students, district employees, or district operations to persons not authorized to receive the information

(cf. 3580 - District Records)

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

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

(cf. 4040 - Employee Use of Technology)

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

An employee who observes or has evidence of **another employee's** inappropriate conduct ~~between another employee and a student~~ shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

BP 4119.21(d)
4219.21
4319.21

PROFESSIONAL STANDARDS

(cf. 1312.1 – *Complaints Concerning District Employees*)
(cf. 5141.4 – *Child Abuse Prevention and Reporting*)

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct with a student in violation of law or Board this policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. 4117.4 – *Dismissal*)
(cf. 4117.7 – *Employment Status Reports*)
(cf. 4118 – *Suspension/Disciplinary Action*)
(cf. 4218 – *Dismissal/Suspension/Disciplinary Action*)

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

44242.5 *Reports and review of alleged misconduct*

PENAL CODE

11164-11174.4 *Child Abuse and Neglect Reporting Act*

CODE OF REGULATIONS, TITLE 5

80303 *Reports of dismissal, resignation and other terminations for alleged misconduct*

80331-80338 *Rules of conduct for professional educators*

Management Resources:

CDE PUBLICATIONS

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Educational Leadership Policy Standards: ISLLC 2008, 2008

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

WESTED PUBLICATIONS

Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003

WESTED AND ASSOCIATION OF CALIFORNIA SCHOOL ADMINISTRATORS PUBLICATIONS

California Professional Standards for Educational Leaders, 2001

8.4-73

BP 4119.21(e)
4219.21
4319.21

PROFESSIONAL STANDARDS

Standards for School Leaders, 1996

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

WEB SITES

CDE: <http://www.cde.ca.gov>

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

Association of California School Administrators: <http://www.acsa.org>

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

California Federation of Teachers: <http://www.cft.org>

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

California Teachers Association: <http://www.cta.org>

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

California School Leadership Academy: <http://www.csla.org>

Council of Chief State School Officers: <http://www.ccsso.org>

Wested: <http://WestEd.org>

Policy
adopted: September 4, 2007
revised: February 21, 2012
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.74

PROFESSIONAL STANDARDS

CALIFORNIA PROFESSIONAL STANDARDS FOR EDUCATIONAL LEADERS

Inherent in these standards is a strong commitment to cultural diversity and the use of technology as a powerful tool.

A school administrator is an educational leader who promotes the success of all students by:

Preamble

~~The administrator(s) at a school site have numerous responsibilities that ultimately lead to the improvement of the performance of all students in the school. By acquiring the skills, attitudes and behaviors as outlined in the following Professional Standards for School Leaders, students have the best opportunity to achieve the mission and vision of the district and to meet the expectations of high standards for student learning.~~

Standards 1: Facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community

1. ~~Facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community of a shared vision for the achievement of all students based upon data from multiple measures of student learning and relevant qualitative indicators~~
2. **Communicate the shared vision so the entire school community understands and acts on the school's mission to become a standards-based education system.**
3. **Use the influence of diversity to improve teaching and learning.**
4. **Identify and address any barriers to accomplishing the vision.**
5. **Shape school programs, plans, and activities to ensure that they are integrated, articulated through the grades, and consistent with the vision.**
6. **Leverage and marshal sufficient resources, including technology, to implement and attain the vision for all students and all subgroups of students.**

Standard 2: Advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth

1. **Shape a culture in which high expectations are the norm for each student as evident in rigorous academic work.**
2. **Promote equity, fairness, and respect among all members of the school community.**

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PROFESSIONAL STANDARDS

3. Facilitate the use of a variety of appropriate content-based learning materials and learning strategies that recognize students as active learners, value reflection and inquiry, emphasize the quality versus the amount of student application and performance, and utilize appropriate and effective technology.
4. Guide and support the long-term professional development of all staff consistent with the ongoing effort to improve the learning of all students relative to the content standards.
5. Provide opportunities for all members of the school community to develop and use skills in collaboration, distributed leadership, and shared responsibility.
6. Create an accountability system grounded in standards-based teaching and learning.
7. Utilize multiple assessments to evaluate student learning in an ongoing process focused on improving the academic performance of each student.

Standard 3: Ensuring management of the organization, operations, and resources for a safe, efficient and effective learning environment

1. Sustain a safe, efficient, clean, well-maintained, and productive school environment that nurtures student learning and supports the professional growth of teachers and support staff.
2. Utilize effective and nurturing practices in establishing student behavior management systems.
3. Establish school structures and processes that support student learning.
4. Utilize effective systems management, organizational development, and problem-solving and decision-making techniques.
5. Align fiscal, human, and material resources to support the learning of all subgroups of students.
6. Monitor and evaluate the program and staff.
7. Manage legal and contractual agreements and records in ways that foster a professional work environment and secure privacy and confidentiality for all students and staff.

PROFESSIONAL STANDARDS

Standard 4: Collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources

1. Recognize and respect the goals and aspirations of diverse family and community groups.
2. Treat diverse community stakeholder groups with fairness and respect.
3. Incorporate information about family and community expectations into school decision-making and activities.
4. Strengthen the school through the establishment of community, business, institutional, and civic partnerships.
5. Communicate information about the school on a regular and predictable basis through a variety of media.
6. Support the equitable success of all students and all subgroups of students by mobilizing and leveraging community support services.

Standard 5: Modeling a personal code of ethics and developing professional leadership capacity

1. Model personal and professional ethics, integrity, justice, and fairness, and expect the same behaviors from others.
2. Protect the rights and confidentiality of students and staff.
3. Use the influence of office to enhance the educational program, not personal gain.
4. Make and communicate decisions based upon relevant data and research about effective teaching and learning, leadership, management practices, and equity.
5. Demonstrate knowledge of the standards-based curriculum and the ability to integrate and articulate programs throughout the grades.
6. Demonstrate skills in decision-making, problem solving, change management, planning, conflict management, and evaluation.
7. Reflect on personal leadership practices and recognize their impact and influence on the performance of others.
8. Engage in professional and personal development.

PROFESSIONAL STANDARDS

9. **Encourage and inspire others to higher levels of performance, commitment, and motivation.**
10. **Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities.**

Standard 6: Understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context

1. **Work with the Governing Board and district and local leaders to influence policies that benefit students and support the improvement of teaching and learning.**
2. **Influence and support public policies that ensure the equitable distribution of resources and support for all subgroups of students.**
3. **Ensure that the school operates consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements.**
4. **Generate support for the school by two-way communications with key decision-makers in the school community.**
5. **Collect and report accurate records of school performance.**
6. **View oneself as a leader of a team and also as a member of a larger team.**
7. **Open the school to the public and welcome and facilitate constructive conversations about how to improve student learning and achievement.**

Source: California Professional Standards for Educational Leaders, 2001 by California School Leadership Academy at WestEd and the Association of California School Administrators. Reprinted with permission. Intended for use with the descriptions of practice in Moving Standards into Everyday Work, available from WestEd.

All Personnel

BP 4119.41(a)
4219.41
4319.41

EMPLOYEES WITH INFECTIOUS DISEASE

The Board of Trustees desires to promote the health of district students and staff in order to reduce and enhance employee and student performance. The Superintendent or designee shall develop strategies to prevent the outbreak or spread of infectious diseases at district schools. ~~encourages each employee to inform the district as soon as possible if he/she contracts an infectious disease which creates a physical or mental disability. The Board will reasonably accommodate the needs of such individuals.~~

~~The Board may reassign or grant disability leave to an employee who is unable to perform his/her job responsibilities because of illness or because the employee's illness significantly endangers his/her health or safety or the health or safety of others.~~

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

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

An *infectious disease* is one that is caused by a microorganism and is potentially transmittable to another individual, whether through airborne transmission, bloodborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. A *communicable infectious disease*, such as influenza or chicken pox, is contagious and can be readily transmitted by infectious bacteria or viral organisms.

In accordance with law, job applicants shall be required to provide evidence that they are free of tuberculosis or any other communicable infectious disease prior to beginning employment.

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

To prevent the outbreak or spread of infectious diseases, the Superintendent or designee may provide infection prevention supplies and information to employees, including information about recommended vaccinations. Employees also shall observe universal precautions to avoid contact with potentially infectious blood or other bodily fluids.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Plans for addressing a communicable infectious disease outbreak, including, but not limited to, plans for addressing employee shortages during such an outbreak, shall be included in the district's emergency preparedness plan.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

8.4.79

EMPLOYEES WITH INFECTIOUS DISEASE (continued)

(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.31 - Immunizations)

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable infectious disease. In addition, a school nurse or other health care provider who knows of or is in attendance on a case or suspected case of any of the diseases or conditions listed in 17 CCR 2500 shall make a report to the local health officer. If no health care provider is in attendance, any individual having knowledge of a person who is suspected to be suffering from one of the specified diseases or conditions may make a report to the local health officer. (17 CCR 2500, 2508)

(cf. 5141.6 - School Health Services)

Nondiscrimination/Reasonable Accommodation

~~No employee will be~~ The district shall not discriminate against any employee or job applicant who has an infectious disease that meets the federal or state definition of a because of his/her disability under the Americans with Disabilities Act, California Fair Employment Housing Act, or Section 504 of the Federal Rehabilitation Act. Legal protections established for disabled persons extend to individuals significantly impaired by infectious diseases. (Government Code 12900-12996; 29 USC 794; 42 USC 12101-12213)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)

~~When informed that an employee has a disabling infectious disease, the Superintendent or designee may request that the employee sign a release form to provide confidential medical information and records.~~

~~In determining a reasonable accommodation of the employee's condition, the Superintendent or designee may consult with public health officials or physicians with expertise in the diagnosis and treatment of infectious disease. The Superintendent or designee may also communicate with the employee's physician regarding the employee's ability to perform the essential requirements of the job with reasonable accommodation and without posing significant health or safety risks to the employee or others.~~

~~The Superintendent or designee shall prepare a confidential report which includes his/her recommendation and the medical information upon which it is based. These recommendations shall take into consideration:~~

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EMPLOYEES WITH INFECTIOUS DISEASE (continued)

1. ~~The nature of the disease and the probability of its being transmitted, including the duration and severity of the risk~~
2. ~~The physical condition of the employee, including diagnosis, treatment, and prognosis of the condition~~
3. ~~The actual requirements of the employee's job and the expected type of interaction with others in the school setting~~

~~This report shall be forwarded to the Board for confidential review and action.~~

~~The job assignment of an employee with a disabling infectious disease shall be reevaluated whenever there is a change in medical knowledge or in the employee's medical regimen or health which might affect his/her assignment.~~

Confidentiality

~~The Board and the Superintendent or designee shall ensure that employee rights to confidentiality are strictly observed. The district shall disclose medical record information only to the extent required or permitted by law. The medical records of any employee with a disabling infectious disease shall be held in strict confidence.~~

Upon request, any qualified person with a disability shall be provided reasonable accommodation to perform the essential duties of his/her position in accordance with the criteria and processes described in AR 4032 - Reasonable Accommodation.

(cf. 4032 - Reasonable Accommodation)

Legal Reference: (see next page)

8.481

BP 4119.41(d)
4219.41
4319.41

EMPLOYEES WITH INFECTIOUS DISEASE (continued)

Legal Reference:

EDUCATION CODE

44839 Medical certificate; periodic medical examination

44839.5 Requirements for employment of retirant

49406 Examination for tuberculosis (employees)

CIVIL CODE

56-56.37 Confidentiality of medical information

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

120975-121020 Mandated blood testing and confidentiality to protect public health

CODE OF REGULATIONS, TITLE 2

7293.5-7294.2 ~~et seq.~~ Discrimination based on disability

CODE OF REGULATIONS, TITLE 5

5502-5504 Medical certification

CODE OF REGULATIONS, TITLE 17

2500 Reportable diseases and conditions

2508 Reporting of communicable diseases; duty of schools

UNITED STATES CODE, TITLE 29

701 ~~et seq.~~ Rehabilitation Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S. Ct. 2045

School Board of Nassau County, Fla. v. Arline, 408 U.S. 273 (1987) (1987) 408 U.S. 273

Management Resources:

CSBA PUBLICATIONS

H1N1 Influenza (Swine Flu), Fact Sheet, April 2009

Pandemic Influenza, Fact Sheet, September 2007

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

California HIV/AIDS Laws, 2009, January 2010

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

WEB SITES

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

California Department of Public Health: <http://www.cdph.ca.gov>

California School Nurses Organization: <http://www.csno.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Health and Human Services: <http://www.hhs.gov>

Policy
adopted: September 4, 2007
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.82

TEMPORARY/SUBSTITUTE PERSONNEL

Hiring

~~Substitute personnel may be employed on an on-call, day-to-day basis.~~

~~In addition, after September 1 of any school year, the Board of Trustees may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)~~

~~(cf. 4117.14 - Employment of Retired Teachers)~~

Qualifications

Any person employed on a substitute or temporary basis in a candidate recommended by the Superintendent or designee for a substitute or temporary position requiring certification qualifications shall possess the appropriate credential or permit authorizing his/her employment in such position and shall meet all other requirements of law for certificated positions. (Education Code 44830)

~~Any person employed on a substitute or temporary basis in a capacity designated in his/her credential shall also be required to demonstrate basic skills proficiency in reading, writing and mathematics pursuant to Education Code 44252.5, unless exempted by law. (Education Code 44830)~~

~~(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)~~

~~(cf. 4112.2 - Certification)~~

~~(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)~~

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

~~(cf. 4112.5/4312.5 - Criminal Record Check)~~

The district shall not initially hire a certificated person on a substitute or temporary basis in a capacity designated in his/her credential unless he/she has demonstrated basic skills proficiency in reading, writing, and mathematics pursuant to Education Code 44252.5, unless exempted by law. (Education Code 44830)

A noncredentialed person shall not substitute for any special education certificated position. The Superintendent or designee shall recruit and maintain lists of appropriately credentialed substitute teachers for special education positions. He/she shall contact institutes of higher education with approved special education programs for possible recommendations of appropriately credentialed special education personnel. (Education Code 56060, 56063)

Classification

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

~~The Board may classify as substitute certificated personnel a teacher hired to fill a position of regularly employed person absent from service. (Education Code 44917)~~

~~The Board may classify as a temporary employee a teacher who is employed at least one semester and up to one complete school year. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed based on the absence of regular employees due to leaves or long term illness. (Education Code 44920)~~

~~The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:~~

- ~~1. — Serve from day to day during the first three months of any term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any term (Education Code 44919)~~
- ~~2. — Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)~~
- ~~3. — Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)~~

~~(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)~~

- ~~4. — Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)~~
- ~~5. — Are employed only for the first semester because the district expects a reduction in student enrollment during the second semester due to midyear graduations (Education Code 44921)~~

Notifications

At the time of initial employment and each July thereafter, the Board shall classify substitute during each school year, each new and temporary employees as such shall receive a written statement indicating his/her employment status and salary. This statement shall clearly indicate the temporary nature of the employment and the length of time for which the person is being employed. (Education Code 44915, 44916)

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

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TEMPORARY/SUBSTITUTE PERSONNEL (continued)

~~Before his/her first day of work, each new substitute and temporary employee shall receive a written statement at the time of initial employment during each school year confirming his/her employment status and salary. This statement shall clearly indicate the temporary nature of the employment and the length of time for which the person is being employed. (Education Code 44916)~~

Time of initial employment means before the employee starts work. (Kavanaugh v. West Sonoma County Union High School District)

The Superintendent or designee shall ensure that **notify all** substitute and temporary **part-time** employees, are appropriately trained, assigned, oriented and evaluated **within 30 days of their hire, of their right to elect membership in a defined benefit program under a qualified retirement plan. The employee shall sign a form provided by the system to acknowledge receipt of this notice and to indicate whether he/she elects or declines membership. Election of membership shall be irrevocable for all future employment to perform creditable service. (Education Code 22455.5, 22515)**

~~(cf. 4113—Assignment)~~

~~(cf. 4115—Evaluation/Supervision)~~

~~(cf. 4131—Staff Development)~~

Assignments

A person who holds an emergency 30-day substitute permit, emergency career substitute permit, emergency substitute permit for prospective teachers, or emergency substitute permit for career technical education shall be restricted in the number of days he/she may substitute for any one teacher in accordance with 5 CCR 80025-80025.5.

In placing substitute teachers in special education classrooms, the district shall give first priority to substitute teachers with the appropriate special education credential(s), second priority to substitute teachers with any other special education credential, and third priority to substitute teachers with a regular teaching credential. An inappropriately credentialed substitute teacher shall not serve as a substitute for a special education teacher for a period of more than 20 cumulative school days for each special education teacher absent during each school year. The district may apply to the Superintendent of Public Instruction for an extension of 20 school days, or for a longer period in extraordinary circumstances. (Education Code 56060-56062)

Qualifications for Special Education

~~A noncredentialed person shall not substitute for any special education certificated position. (Education Code 56060)~~

8.4.05

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

~~A person holding a valid credential authorizing substitute teaching may serve as a substitute for a special education teacher for a period not to exceed 20 cumulative school days for each special education teacher absent during each school year. Upon application by the district, the Superintendent of Public Instruction may approve an extension of 20 school days. In extraordinary circumstances the district may seek an extension beyond the initial 20 school days. (Education Code 56061)~~

~~In placing substitute teachers in special education classrooms, the district shall give first priority to substitute teachers with the appropriate special education credential(s), second priority to substitute teachers with any other special education credential, and third priority to substitute teachers with a regular teaching credential. (Education Code 56062)~~

~~The Superintendent or designee shall recruit and maintain lists of appropriately credentialed substitute teachers. He/she shall contact institutes of higher education with approved special education programs for possible recommendations of appropriately credentialed special education personnel. (Education Code 56063)~~

Salary/Benefits

~~The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)~~

~~Temporary employees shall participate in the health and welfare plans or other fringe benefits of the district.~~

~~Substitute employees shall not participate in the health and welfare plans or other fringe benefits of the district.~~

Granting Probationary Status

~~Unless released from employment pursuant to Education Code 44954, and with the exception of on-call, day-to-day substitutes, any substitute or temporary employee who performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year, shall be deemed to have served a complete school year as a probationary employee if employed as a probationary employee for the following school year. (Education Code 44918)~~

~~(cf. 4116 Probationary/Permanent Status)~~

~~A temporary employee hired to teach temporary classes or perform other certificated duties not expected to last more than the first three months of any semester, or to teach special day and evening classes for adults or in schools for migratory populations for the first four months of a~~

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

~~semester, shall be classified as a probationary employee if the duties continue beyond the time limits. (Education Code 44919)~~

~~A temporary employee hired to teach only the first semester due to anticipated midyear high school graduations shall be classified as a probationary employee for the entire school year if the employment continues beyond the first semester. (Education Code 44921)~~

Release from Employment/Dismissal

~~The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)~~

~~The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained. After serving during one school year 75 percent of the number of days the regular schools of the district are maintained, a temporary employee may be released as long as the employee is notified before the end of the school year of the district's decision not to reelect him/her for the following school year. (Education Code 44954)~~

Reemployment Rights

~~With the exception of on-call, day-to-day substitutes, a temporary or substitute employee who served during one school year at least 75 percent of the number of days the regular schools of the district were maintained and who was not released pursuant to Education Code 44954 prior to the end of the school year shall be reemployed for the following school year to fill any vacant positions in the district. (Education Code 44918)~~

~~With the exception of on-call, day-to-day substitutes, a temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served for two consecutive years, for at least 75 percent of each year, shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)~~

~~A person employed for only the first semester because of anticipated midyear high school graduations shall be reemployed to fill any vacant positions in the district for which the employee is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)~~

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

Legal Reference:

EDUCATION CODE

- ~~44252.5 State basic skills assessment required for certificated personnel~~
- ~~44300 Emergency teaching or specialist permits~~
- ~~44830 Employment of certificated persons; requirements of proficiency in basic skills~~
- ~~44839.5 Employment of retiree~~
- ~~44846 Criteria for reemployment preferences~~
- ~~44914 Substitute and probationary employment computation for classification as permanent employee~~
- ~~44915 Classification of probationary employees~~
- ~~44916 Time of classification; statement of employment status~~
- ~~44917 Classification of substitute employees~~
- ~~44918 Substitute or temporary employee deemed probationary employee; reemployment rights~~
- ~~44919 Classification of temporary employees~~
- ~~44920 Employment of certain temporary employees; classifications~~
- ~~44921 Employment of temporary employees; reemployment rights (unified and high school districts)~~
- ~~44953 Dismissal of substitute employees~~
- ~~44954 Release of temporary employees~~
- ~~44956 Rights of laid-off permanent employees to substitute positions~~
- ~~44957 Rights of laid-off probationary employees to substitute positions~~
- ~~44977 Salary schedule for substitute employees~~
- ~~45030 Substitutes~~
- ~~45041 Computation of salary~~
- ~~45042 Alternative method of computation for less than one school year~~
- ~~45043 Compensation for employment beginning in the second semester~~
- ~~56060-56063 Substitute teachers in special education~~

CODE OF REGULATIONS, TITLE 5

- ~~5502 Filing of notice of physical examination for employment of retired person~~
- ~~5503 Physical examination for employment of retired persons~~

COURT DECISIONS

- ~~Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911~~

Management Resources:

WEB SITES

- ~~CTC: <http://www.etc.ca.gov>~~
- ~~CSBA: <http://www.esba.org>~~

Regulation
approved: September 4, 2007
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

9.4.88

BARGAINING UNITS

The Board of Trustees recognizes the right of public school employees to form bargaining units, select an employee organization as the exclusive representative, ~~of their unit, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with and respecting the rights of employees and with recognized employee organizations and respecting the rights of employees and employee organizations.~~ As required by law, the Board shall negotiate only with the exclusive representative of each bargaining unit.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 9000 - Role of the Board)

~~The Board shall negotiate only with the exclusive representative of each bargaining unit, (Government Code 3543.3)~~

~~Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)~~

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Management and Supervisory Employees

~~Employees serving in a management, senior management, or confidential position shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. (Government Code 3543.4)~~

~~However, the district may recognize a bargaining unit of supervisors if that unit includes all supervisory employees and if the unit does not represent the employee whom the supervisors supervise. (Government Code 3545)~~

~~Management, supervisory, and confidential positions shall be classified as follows: (Government Code 3540.1)~~

8.4.89

BARGAINING UNITS

1. ~~Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.~~
2. ~~Supervisory employees means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment.~~

(cf. 2220 - Administrative Staff Organization)

3. ~~Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.~~

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit.
(Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4301 - Administrative Staff Organization)

(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

BARGAINING UNITS

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Payment of Dues or Service Fee

Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. (Education Code 45060, 45168; Government Code 3546)

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)

Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order. (Government Code 3546.5)

(cf. 3460 - Financial Reports and Accountability)

BARGAINING UNITS

The Superintendent or designee may provide an employee organization with the home address and home telephone number of employees, except any employees performing law enforcement-related functions and any employees who provide written request that the information not be disclosed for this purpose. (Government Code 6254.3)

(cf. 1340 - Access to District Records)

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definitions of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

COURT DECISIONS

County of Los Angeles v. Service Employees International Union, Local 721, (2011), 192 Cal.App.4th 1409

Management Resources:

CSBA PUBLICATIONS

Collective Bargaining DVD-ROM

Maximizing School Board Governance: Collective Bargaining

Before the Strike: Planning Ahead in Difficult Negotiations, 1996

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org>

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

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy
adopted: October 21, 2008
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.492

HEALTH AND WELFARE BENEFITS**Retired Certificated Employees**

Any former certificated employee who retired from the district under any public retirement system and his/her spouse/domestic partner shall be permitted to enroll in the health and welfare and/or dental care benefit plan currently provided for certificated employees. The plan also shall be available to any surviving spouse/domestic partner of a former certificated employee who either retired from the district or was, at the time of death, employed by the district and a member of the State Teachers' Retirement System. (Education Code 7000)

A retired certificated employee or surviving spouse/domestic partner shall be allowed to enroll in the coverage within 30 days of losing active employee coverage. ~~If he/she does not enroll during this initial enrollment period, he/she may be denied further opportunity to do so.~~ (Education Code 7000)

~~If a retired certificated employee or surviving spouse/domestic partner shall be allowed to enroll in the coverage within 30 days of losing active employee coverage. If he/she does not enroll during the initial enrollment, he/she may be denied further opportunity to do so.~~

COBRA/Cal-COBRA Continuation of Coverage

Covered district employees and their qualified beneficiaries shall be offered the opportunity to continue health and disability insurance coverage when they otherwise would lose coverage due to one of the following qualifying events: (Health and Safety Code 1366.21, 1366.23, 1373; Insurance Code 10128.51, 10128.53, 10277; 26 USC 4980B; 26 CFR 54.4980B-4)

1. Death of the covered employee
2. Termination or reduction in hours of the covered employee's employment, other than termination by reason of the employee's gross misconduct

(cf. 4117.4 - Dismissal)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

3. Divorce or legal separation of the covered employee
4. The covered employee's becoming entitled to Medicare benefits
5. A dependent child ceasing to be a dependent child of the covered employee

Continuation health coverage shall be the same as provided to similarly situated individuals under the group benefit plan. (Health and Safety Code 1366.23; Insurance Code 10128.53; 26 USC 4980B)

HEALTH AND WELFARE BENEFITS (continued)

The Superintendent or designee shall notify the health care service plan administrator of a qualifying event listed in item #1, 2 or 4 above, within 30 days of the event. A covered employee or qualified beneficiary shall notify the service plan administrator of a qualifying event listed in item #3 or 5 above within 60 days of the event or of the date that the beneficiary would lose coverage, whichever is later. (26 USC 4980B; 29 USC 1163, 1166; 26 CFR 54.4980B-6)

Continuation coverage shall be terminated in accordance with the district's insurance plan and federal and state law. (Health and Safety Code 1366.22, 1366.27, 1373.621; Insurance Code 10116.5, 10128.52, 10128.57) ~~26 USC 4980B 26 CFR 54.4980B-6;~~

The Superintendent or designee shall notify covered employees and qualified beneficiaries of the availability of conversion and continuation coverage. This notification shall include the statement in Labor Code 2800.2 encouraging individuals to examine their options carefully before declining such coverage. (Labor Code 2800.2)

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

Disability Insurance

The Superintendent or designee shall give notice of disability insurance rights and benefits to each new employee and each employee leaving work due to pregnancy, nonoccupational illness or injury, the need to provide care for any sick or injured family member, or the need to bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption. (Unemployment Insurance Code 2613)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4161/4261/4361 - Leaves)

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

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 4261.1 - Personal Illness and Injury Leave)

When disabled by an injury resulting from a violent act sustained while performing duties with the scope of employment and performing creditable employment a certificated or classified employee may continue in the district health and dental care plans upon meeting criteria specified by law. The employee shall pay all employer and employee premiums and related administrative costs. (Education Code 7008)

Regulation
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revised: February 3, 2015
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.94

All Personnel

BP 4158(a)

4258

EMPLOYEE SECURITY

4358

The Board of Trustees desires to provide a safe, orderly working environment for all employees. As part of the district's comprehensive school safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for **providing them with necessary assistance and support when assisting them in the event of an emergency situation occur.**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Student Disturbances)

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. The Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. In addition, the Superintendent or designee may initiate legal proceedings against any individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises.

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

(cf. 3515.4 - Recovery for Property Loss or Damage)

The Superintendent or designee shall ensure that employees are trained in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, and crisis resolution.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee also shall ensure that employees are informed, in accordance with law, regarding of crimes and offenses committed by students who may pose a danger in the classroom.

~~The Board recognizes that access to two-way communications devices allows employees to call for assistance from their supervisor or law enforcement in the event of a threat of violence or medical emergency. The district shall provide such communications devices in classrooms to the extent possible.~~

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

(cf. 5141 - Health Care and Emergencies)

8.495

EMPLOYEE SECURITY (continued)

~~When violence is directed against an employee by any individual and the employee so notifies the Superintendent or designee, the Superintendent or designee shall take steps to ensure that appropriate legal measures are instituted. When the employee notifies the Superintendent or designee of a threat of bodily harm, the district shall take appropriate measures to enable the employee to request assistance if a threat occurs on school grounds.~~

Use of Pepper Spray

Employees may not carry or possess pepper spray that meet the requirements of Penal Code 12403.7 on school property or at school activities for their own safety. ~~On a case-by-case basis, however, the Superintendent or designee may allow the possession of a pepper spray weapon that meets the requirements of Penal Code 12403.7 when justified by unusual dangerous circumstances.~~ Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Reporting of Injurious Objects

The Board requires school employees to take immediate action upon being made aware that any person is in possession of an **unauthorized** injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the **potential** dangerousness of the situation involved and, based upon this analysis, shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately ~~notify the local law enforcement agency~~ call 911 and the principal

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144. - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

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

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference: (see next page)

8,496

EMPLOYEE SECURITY (continued)

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings
32225-32226 Communication devices
~~35204 Contract with attorney in private practice or use of administrative advisor~~
~~35205 Contract for legal services~~
35208 Liability insurance
35213 Reimbursement for loss, destruction or damage of school property
44014 Report of assault by pupil against school employee
44807 Duty concerning conduct of students
48201 Transfer of student records
48900-48926 Suspension or expulsion Grounds for suspension or expulsion
49079 Notification to teacher; student who has engaged in acts re: ~~constituting~~ grounds for suspension or expulsion
~~49330-49335 Injurious objects~~

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety act

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials

240-246.3 Assault and battery, including;

~~240 Definition of assault~~

~~241.2 Assault on school or park property against any person~~

241.3 Assault against school bus drivers

241.6 Assault on school employee includes board member

~~242 Definition of battery~~

~~243 Battery; definition of "injury" and "serious bodily injury"~~

~~243.2 Battery on school or park property against any person~~

243.3 Battery against school bus drivers

243.6 Battery against school employee includes board member

245.5 Assault with deadly weapon; school employee includes board member

290 Registration of sex offenders

601 Trespass by person making credible threat

~~626.9 Gun-Free School Zone Act of 1995~~

~~626.10 Exceptions to bringing weapons on school grounds~~

626-626.11 School crimes

646.9 Stalking

12403.7 Weapons approved for self defense

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App 4th 526

BP 4158(d)
4258
4358

EMPLOYEE SECURITY (continued)

Management Resources:

CDE CORRESPONDENCE

0401-01 Protecting Student Identification in Reporting Injurious Objects

WEB SITES

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

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/ls/ss/spbranch/safety/safetyhome>

Policy
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revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.98

All Personnel

AR 4158(a)
4258
4358

EMPLOYEE SECURITY

An employee may use reasonable and necessary force when necessary for self-defense, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects on or within the control of a student. (Education Code 44807, 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144 - Discipline)

Employees shall promptly report to their principal or other immediate supervisor any attack, assault or physical threat made against them by a student.

Both the employee and the principal or other immediate supervisor shall promptly report such instances to the appropriate local law enforcement agency. (Education Code 44014)

In addition, employees shall promptly report to their principal or supervisor, and may report to law enforcement, any attack, assault or threat made against them on school grounds by any other individual.

(cf. 3515.2 - Disruptions)

Reports of attack, assault or threat also shall be forwarded immediately to the Superintendent or designee.

~~An employee whose person or property is injured or damaged by willful misconduct of a student may ask the district to pursue legal action against the student or the student's parent/guardian if the maintenance occurred during /within the scope of the employee's duties. (Education Code 48905)~~

(cf. 3320 - Claims and Actions Against the District)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3530 - Risk Management/Insurance)

Notice Regarding Student Offenses Committed While Under School Jurisdiction

The Superintendent or designee shall inform the teacher(s) of each student who has engaged in, or is reasonably suspected of, any act during the previous three school years which could constitute grounds for suspension or expulsion under Education Code 48900, with the exception of the possession or use of tobacco products, or Education Code 48900.2, 48900.3, 48900.4, or 48900.7. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

(cf. 5125 - Student Records)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

8.4.99

EMPLOYEE SECURITY (continued)

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform any of the student's teacher(s) that the student was suspended from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Notice Regarding Student Offenses Committed While Outside School Jurisdiction

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

(cf. 3515.3 - District Police/Security Department)

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institution Code 827)

The principal shall disseminate this information to the counselor(s) who directly supervises or reports on the student's behavior or progress. The principal also may inform any teacher or administrator he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to public school. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the Superintendent of the new district of attendance. (Welfare and Institutions Code 827)

EMPLOYEE SECURITY (continued)

Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first; it shall then be destroyed. (Welfare and Institutions Code 827)

Procedures to Maintain Confidentiality of Student Offenses

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or designee shall send the staff member a written notification ~~requesting that one of his/her students has committed an offense that requires his/her~~ to review of a student's file in the school office. ~~as soon as practicable.~~ This notification shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee.

The staff member shall also initial the student's file when reviewing it in the school office. Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.

Use of Pepper Spray

~~Employees who possess pepper spray on school property shall be notified of the following conditions:~~

- ~~1. The pepper spray shall be used only in self defense.~~
- ~~2. An employee who uses pepper spray other than in self defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.~~

~~(cf. 4118 Suspension/Disciplinary Action)~~

~~(cf. 4218 Dismissal/Suspension/Disciplinary Action)~~

- ~~3. The employees shall ensure that the pepper spray is stored in a secure place and not accessible to students or other individuals. An employee who is negligent in the storage of pepper spray may be subject to disciplinary action.~~

AR 4158(d)
4258
4358

EMPLOYEE SECURITY (continued)

~~Employees wishing to carry pepper spray on school property or to a school related activity shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. Should the Superintendent or designee determine that the employee may not carry pepper spray, the employee shall receive a written statement of the reason for this determination.~~

Regulation
approved: September 4, 2007
revised: September 1, 2015

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.4.102

LAYOFF/REHIRE

Classified employees shall be subject to layoff for lack of work or lack of funds. (Education Code 45114, 45308)

A classified employee shall not be laid off if a short-term employee ~~who is employed for more than 45 days~~ is retained to render a service that the classified employee is qualified to render. (Education Code 45117)

(cf. 4121 - Temporary/Substitute Personnel)

Order of Layoff Within a Classification/ Determination of Seniority

Within each class, the order of layoff shall be determined by length of service. (Education Code 45114, 45308)

Length of service shall be determined by the date of hire. The employee who has been employed the shortest time by the district shall be laid off first (**Education code 45308**).

For an employee in a "restricted position" under Education Code 45105 or 45259, the original date of employment in the restricted position shall be used to determine his/her length of service, provided he/she has completed six months of satisfactory service and has successfully passed the qualifying examination required for service in the class. (**Education Code 45105**)

(cf. 4200 - Classified Personnel)

~~Length of service credit shall be granted for military leave of absence, including voluntary or involuntary active duty during a period of national emergency or war as a member of the Military Reserve or the National Guard. (Education Code 45297, 45308)~~

~~*(cf. 4161.5/4261.5/4361.5 - Military Leave)*~~

~~Length of service credit may be granted for time spent on unpaid illness or maternity leave, unpaid family care leave, or unpaid industrial accident leave. Length of service credit shall not be granted for other types of unpaid leaves. (Education Code 45308, 45114)~~

~~*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*~~

~~*(cf. 4261.1 - Personal Illness/Injury Leave)*~~

~~*(cf. 4261.11 - Industrial Accident/Illness Leave)*~~

~~*(cf. 4121 - Temporary/Substitute Personnel)*~~

Notice of Layoff

Whenever a classified employee is to be laid off for lack of work or lack of funds, written notice shall be given to the employee, informing him/her of **the layoff, the date the layoff**

LAYOFF/REHIRE (continued)

goes into effect, any his/her displacement rights, ~~if any,~~ and reemployment rights. The notice shall be given: (Education Code 45117)

1. At least ~~45~~ 60 days prior to the effective date of the layoff, if the layoff is for lack of work, ~~or lack of funds~~ resulting from a bona fide reduction or elimination of service being performed.
2. ~~In writing,~~ **n**No later than April 29, if the layoff is for lack of funds due to the expiration of a specially funded program at the end of any school year. However, if the termination date of the specially funded program is other than June 30, the employee shall be given notice at least ~~45~~ 60 days from the effective date of the layoff.

The district is not bound to provide ~~45~~ 60 days' notice in the event of an actual and existing financial inability to pay the salaries of classified employees or if the layoff is due to a lack of work resulting from conditions not foreseeable or preventable by the district. (Education Code 45117)

The district also is not **required** bound to provide ~~45~~ 60-day notice to any person hired as a short-term employee for a period not to exceeding 60 days whose service may not be extended or renewed. (Education Code 45117)

Reemployment

Classified employees laid off because of lack of work or lack of funds are eligible for reemployment ~~within a~~ for a period of 39 months and shall be reemployed in preference to new applicants. Reemployment shall be in order of seniority. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the district during the 39-month period. ~~When an employee is reemployed in a class that is different from the one in which he/she had permanent status, the employee shall be required to serve the probationary period for the new position.~~ (Education Code 45114, 45298, 45308)

When a vacancy occurs, the district shall give the employee with the most seniority an opportunity to accept or reject the position, **by first calling the employee at his/her last known telephone number to** by notifying him/her of the vacancy **and then sending written notice by certified and standard mail to** at his/her last known address by the fastest means available. The employee shall advise the district of his/her decision no later than 10 calendar days following notification. If the employee accepts, he/she shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the district.

8,4104

LAYOFF/REHIRE (continued)

In order to be reemployed, ~~an~~ **the** employee must be capable of performing the essential duties of the job **with or without reasonable accommodations**. When an otherwise eligible employee is unable to perform the essential duties of the job, he/she shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever occurs first.

(cf. 4032 - Reasonable Accommodation)

Upon rejecting two offers of reemployment, the employee's name will be removed from the reemployment list and he/she will forfeit all reemployment rights to which he/she would otherwise be entitled.

When an employee is notified of a vacancy and fails to respond or report to work within time limits specified by district procedures, his/her name will be removed from the reemployment list and **all reemployment rights to which he/she would otherwise be entitled would otherwise be entitled will shall be forfeited. all reemployment rights to:**

If an employee is employed in a new position and fails to complete the probationary period in the new position, he/she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment. (Education Code 45114, 45298)

Reinstatement of Benefits

When a laid-off employee is reemployed, all accumulated sick leave credit shall be restored.

A laid-off permanent employee shall be reemployed with all rights and benefits accorded to him/her at the time of layoff.

A laid-off probationary employee shall be reemployed as a probationary employee, and the **previous** time served toward the completion of the required probationary period shall be counted. He/she shall also be reemployed with all rights and benefits accorded to a **probationary employee him/her** at the time of layoff.

A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which he/she would have progressed had he/she remained there. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the district.

8.4.105

LAYOFF/REHIRE (continued)**Voluntary Demotion or Reduction of Hours**

Classified employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, or in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees who are laid off. In addition, such employees shall retain eligibility to be considered for reemployment in their previously held class or position with increased assigned time, for an additional period of time up to 24 months as determined by the Governing Board on a class-by-class basis, provided that the same test of fitness under which they qualified for appointment to that class shall still apply. (Education Code 45114, 45298)

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. (Education Code 45114, 45298)

*Legal Reference:*EDUCATION CODE

45101 Definitions

45103 Classified service in districts not incorporating the merit system

45105 Positions under various acts not requiring certification qualifications; classification

45113 Rules and regulations for classified service in districts not incorporating the merit system

45114 Layoff and reemployment procedures; definitions

45115 Layoff: Reinstatement from service retirement

45117 Notice of layoff

45286 Limited term employees

45297 Right to take equivalent examination while employee in military service

45298 Reemployment and promotional examination preference of persons laid off; voluntary demotions or reductions in time

45308 Order of layoff and reemployment; length of service

45309 Reinstatement of permanent noncertified employees after resignation

UNITED STATES CODE, TITLE 38

4301-4307 Veterans' Reemployment Rights

COURT DECISIONSCalifornia School Employees Association v. The Governing Board of East Side Union High School District (2011) 193 Cal.App.4th 540Tucker v. Grossmont Union High School District (2008) 168 Cal.App.4th 640San Mateo City School District v. Public Employment Relations Board (1983) 33 Cal.3d 850, 866*Management Resources:*WEB SITESCalifornia School Employees Association: <http://www.csea.com>

Regulation

approved: September 4, 2007

revised: March 20, 2012

revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

8.4.106

CONTRACTS

~~In order to attract and retain qualified staff, the Board of Trustees may employ certificated administrators and supervisors and senior management of the classified staff on a contract basis.~~

The Governing Board recognizes the importance of qualified and competent individuals to lead district programs and to assist the Superintendent in coordinating efforts to achieve district goals and objectives. To that end, the Board may fill certificated administrative and supervisory positions and classified senior management positions on a contract basis.

(cf. 0000 - Vision)

(cf. 2121 - Superintendent's Contract)

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4313.2 - Promotion/Demotion/Reassignment)

(cf. 4314 - Transfers)

~~Contracts with the Superintendent and, if any, with the deputy, assistant or associate superintendent shall be ratified at an open Board meeting and reflected in the Board's minutes. Copies of the contracts shall be available to the public upon request. Contracts with these administrators may not be for more than four years. (Education Code 35031; Government Code 53262)~~

The Board may offer a continuing contract of up to four years to any deputy, associate, or assistant superintendent; any certificated employee holding a position requiring a supervision or administration credential; or any senior manager of the classified service. (Education Code 35031, 44929.20)

Prior to entering into any such contract, the Board and Superintendent shall consider the financial impact of the contract on the district. The proposed contract shall also be reviewed by legal counsel to ensure that all legally required provisions are included in the contract and to address any potentially adverse obligations to the district.

(cf. 3460 - Financial Reports and Accountability)

(cf. 2121 - Superintendent's Contract)

~~Certificated supervisors and administrators, other than the Superintendent or deputy, assistant or associate superintendent, may be offered a continuing contract covering a period longer than one year but not exceeding four years.~~

~~Employee contracts shall include a provision specifying the legal maximum cash settlement that the employee may receive upon termination of the contract. (Government Code 53260)~~

8.4.107

CONTRACTS (continued)

The Board shall deliberate in the closed session of a regular meeting about the terms of an employment contract for a deputy, associate, or assistant superintendent; other certificated employee holding a position requiring a supervision or administration credential; or a senior manager of the classified service. (Government Code 54957)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Any such employment contract shall be ratified by the Board during an open session of a regularly scheduled Board meeting and reflected in the Board's minutes. Copies of the contracts shall be available to the public upon request. (Government Code 53262)

(cf. 1340 - Access to District Records)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9324 - Minutes and Recordings)

Extension of Contract and Reemployment

A contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the employee's performance. No employment contract shall include a provision for automatic renewal of the contract.

(cf. 4315 - Evaluation/Supervision)

During the term of the contract and with the consent of the employee involved, the Board may reelect or reemploy the employee starting on the next succeeding first day of July and based on terms and conditions mutually agreed upon by the Board and the employee. (Education Code 35031)

If the Board decides not to reelect or reemploy the Superintendent, a deputy, associate, or assistant superintendent, or a senior manager of the classified service upon the expiration of his/her term, it shall notify the employee in writing 45 days prior to the expiration of the term of the contract. (Education Code 35031)

Termination of Contract

Every employee contract shall include a provision specifying the legal maximum cash settlement that the employee may receive in the event that the Board finds it necessary to terminate the contract prior to its expiration date. (Government Code 53260)

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

In addition, all employee contracts shall include a provision that, if the employee is convicted of a crime involving an abuse of his/her office or position, he/she shall fully 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

8.4.108

CONTRACTS (continued)

expended by the district in his/her criminal legal defense. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35030 Title of deputy, associate or assistant superintendent for certain positions

35031 Term of employment

44842 Automatic declining of employment

44843 Notice of employment (to county superintendent)

44929.20 Continuing contract

44951 Continuation in position unless notified

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 Brown Act - Open meeting laws; special meetings

54957 Closed session, personnel matters

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: The Board's Relationship to District Staff, 2007

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

