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

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

DISTRICT ADMINISTRATION

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

	STUDENT ENROLLMENT		
School	**2013-14 CALPADS**	**10/1/2014**	**11/4/2014**
Sheridan Elementary (K-5)	86	79	81
First Street Elementary (K-5)	492	467	460
Carlin C. Coppin Elementary (K-5)	402	396	394
Creekside Oaks Elementary (K-5)	635	615	613
Twelve Bridges Elementary (K-5)	682	644	638
Foskett Ranch Elementary (K-5)	529	467	475
Lincoln Crossing Elementary (K-5)	701	666	663
Glen Edwards Middle School (6-8)	732	801	793
Twelve Bridges Middle School (6-8)	824	805	805
Lincoln High School (9-12)	1,610	1,644	1,622
Phoenix High School (10-12)	62	74	73
TOTAL	**6755**	**6,658**	**6,617**

Fee Based Programs

Twelve B.E.	21 A.M.
First Street	12 A.M./10 P.M.

Parent Education 119

State Preschool

First & L Street	24 A.M. /24 P.M.
Carlin Coppin	24 A.M.
Sheridan	10 A.M.

Pre-K/Special Ed

Foskett	14
First Street	8
FSS PPPIP	41

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

November 18, 2014, 7:00 P.M.

Foskett Ranch Elementary School – Multi-Purpose Room

1561 Joiner Parkway, Lincoln, CA 95648

AGENDA

2013-2014 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

6:30 P.M. START

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

6:35 P.M.

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

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

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

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**–Foskett Ranch Elementary School, Multi-Purpose Room
   The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

   3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
   Bargaining groups: WPTA & CSEA Negotiations
   Agency Negotiators:
   ~Scott Leaman, Superintendent
   ~Ryan Davis, 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

4. **SPECIAL ORDER OF BUSINESS**
   School Being Featured: Foskett Ranch Elementary School

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:
- October 7 & October 21, 2014 Regular Board of Trustee Meeting

5.2 Approval of Warrants
5.3 Classified Personnel Report
5.4 Student Discipline Stipulated Expulsion Students # 14/15 – C, D, E, & F.
5.5 Overnight Field Trips
5.6 Ratification of Contract with Total Educational Systems Support (TESS) for Administrator Training.
5.7 Ratification of Contract with Amador Stage Lines – Transportation Services – High School and Middle Schools Band for March 29, 2015.
5.8 Ratification of Contract with Starstruck Showcase – Carlin C. Coppin Elementary Enrichment Program.
5.9 Ratification of Contract with Rainforth Grau Architects for Professional Services related to District Office Data Room HVAC Replacement.
5.10 Library Advisory Committee
Roll call vote:

6. COMMUNICATION FROM THE PUBLIC

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

7. REPORTS & COMMUNICATION

7.1 Lincoln High School Student Advisory – Jillian Loya
7.2 Western Placer Teacher's Association – Tara McCroskey
7.3 Western Placer Classified Employee Association – Mike Kimbrough
7.4 Superintendent - Scott Leaman

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 Performing Arts Theater. Request forms are to be submitted to the Board Clerk before each item is discussed.

8.1 Action **2014-15 SINGLE PLANS FOR STUDENT ACHIEVEMENT– Callahan** *(14-15 G & O Component I, II, III, IV, V)*

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

8.2 Discussion/ Action **CONSIDER APPROVING NEW JOB DESCRIPTION FOR MIDDLE SCHOOL AGRICULTURE AND ENVIRONMENTAL SCIENCE TEACHER AS PART OF THE CCPT GRANT– Davis** *(14-15 G & O Component I, II, III, IV, V)*

- As a part of the ongoing review of job descriptions and the needs of the school sites and the district by both the District and WPTA there exists a need to approve a new job description for the "Middle School Agriculture & Environmental Science Teacher" position which is necessary to meet the very specific needs of implementing the California Career Pathways Trust (CCPT) Grant. The District administration worked with WPTA and the CCPT Committee to bring forward the enclosed job description.

8.3 Action **ACCEPTANCE OF BID FROM HOMETOWN CONSTRUCTION FOR THE DISTRICT OFFICE DATA ROOM HVAC PROJECT– Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

- To relieve the ongoing issue of inadequate cooling within the Data (or Server) Room at the District Office on the 4th Floor of city Hall Building, we have solicited bids for the improvement work that is outlined in plans and specification by Rainforth Grau Architects.

8.4 Information/ Discussion **ELEMENTARY EDUCATIONAL SPECIFICATION UPDATE– Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

- The District has committed to renewing our vastly outdated Educational Specifications for all grade levels, but beginning with Elementary. In addition to this being an intrugual part of planning out any future sites, or modernizations to current sites, it also is a requirement for submission to California Department of Education Prior to approval of any changes to school sites or construction of new school sites.

8.5 Action **UPDATE MASTER ARCHITECTURAL SERVICES AGREEMENT WITH LPA, INC. – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

- WPUSD currently has a "Master" Services Agreement with LPA, Inc., which was signed in 2008. We have continued to utilize that Agreement to add Project Service Agreements under it. However, with new regulations and legal requirement, an updated agreement was long overdue.

8.6 Action **APPROVAL OF LEASE-LEASE BACK AGREEMENT WITH LANDMARK CONSTRUCTION FOR OLD DISTRICT OFFICE ADA MODIFICATIONS FOR DIVISION OF STATE ARCHITECT CLOSEOUT – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

- In the continuing process to certify previously non-closed out Division of State Architect construction projects, we are engaging in work at the Old District Office location to bring the ADA (American with Disabilities Act) features to the level in which they were called out for on the original construction plans.

8.7 Action **APPROVE RESOLUTION #14/15.10 – WPUSD RELATING TO THE SECURITIES AND EXCHANGE COMMISION MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

• The Resolution 14/15.10, with board approval, resolves that the District has issued certain municipal securities in order to construct and improve various school facilities in the District. In connection with the issuance of such securities, the District has entered into a continuing disclosure agreement pursuant to Rule 15c2-12of the Securities and Exchange Commission (SEC).

8.8 Action **APPROVE RESOLUTION #14/15.11 – WPUSD APPROVING DISCLOSURE PROCEDURES FOR THE PUBLIC DEBT ISSUANCES AND RELATED CONTINUING DISCLOSURE OBLIGATIONS – Kilpatrick** *(14-15 G & O Component I, II, III, IV, V)*

• The Resolution 14/15.11, with board approval, resolves that the District to:

(a) ensure that Initial Disclosure Documents do not contain any material misstatements or omit to state information material to prospective investors in connection with their decision to purchase obligations of the District

(b) ensure that Continuing Disclosure Documents filed with EMMA by the District are timely filed, are accurate and are otherwise in accordance with continuing disclosure obligations of the District

(c) ensure that material event notices and any other filings with EMMA in connection with debt obligations of the District are accurate and comply with all applicable federal and state securities laws, and

(d) promote best practices regarding the preparation of Initial Disclosure Documents and Continuing Disclosure Documents, the Board of Trustees hereby adopts disclosure procedures for public debt issuances in the form attached hereto as Exhibit A.

8.9 Action **ADOPTION OF REVISED/NEW POLICIES, REGULATIONS AND EXHIBITS – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

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

- AR 3543 – Transportation Safety and Emergencies
- BP/AR 4115 – Evaluation/Supervision
- AR 4117.11/4317.11 – Preretirement Part-Time Employment
- AR 4161.11/4261.11/436.11 – Industrial Accident/Illness Leave
- AR 4161.2/4261.2/4361.2 – Personal Leaves
- BP 4315 – Evaluation/Supervision
- BP/AR 5141.6 – School Health Services
- AR 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities)
- AR 6159 – Individualized Education Program
- BP 6159.1 – Procedural Safeguards and Complaints for Special Education
- BP/AR 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education
- BP/AR 7214 – General Obligation Bonds

8.10 Action **ESTABLISH ANNUAL ORGANIZATIONAL MEETING – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

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

8.11 Information/ Discussion **MEASURE A UPDATE – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

•An update on Measure A will be present to the Board.

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.

- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update
- Foreign Exchange Students Criteria
- Community Information Breakfast (*Springtime*)

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**December 2, 2014** 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln High School - Library

➢**December 16, 2014** 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln High School

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

DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **Foskett Ranch Elementary School – Front Office Conference Room**
Date: **Tuesday, November 18, 2014**
Time: **6:35 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. <u>LICENSE/PERMIT DETERMINATION</u>
   a. Specify the number of license or permit applications.
2. <u>SECURITY MATTERS</u>
   a. Specify law enforcement agency
   b. Title of Officer,
3. <u>CONFERENCE WITH REAL PROPERTY NEGOTIATOR</u>
   a. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.

b. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.

c. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

a. Name of case: specify by reference to claimant's name, names or parties, case or claim number.

b. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.

5. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

a. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.

b. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.

6. LIABILITY CLAIMS

a. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.

b. Agency claims against.

7. THREATS TO PUBLIC SERVICES OR FACILITIES

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

8. PERSONNEL:

A. PUBLIC EMPLOYEE APPOINTMENT
   a. Identify title or position to be filled.

B. PUBLIC EMPLOYEE EMPLOYMENT
   a. Identify title or position to be filled.

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   a. Identify position of any employee under review.

D. PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE
   a. It is not necessary to give any additional information on the agenda.

E. COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION
   a. No information needed

9. CONFERENCE WITH LABOR NEGOTIATOR

a. Name any employee organization with whom negotiations to be discussed are being conducted.

b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.

c. Identify by name the agency's negotiator

10. STUDENTS:

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

B. STUDENT PRIVATE PLACEMENT
   a. Pursuant to Board Policy 6159.2

C. INTERDISTRICT ATTENDANCE APPEAL
   a. Education Code 35146 and 48918

D. STUDENT ASSESSMENT INSTRUMENTS
   a. Reviewing instrument approved or adopted for statewide testing program.

E. STUDENT RETENTION/ APPEAL
   a. Pursuant to Board Policy 5123

F DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION
   a. Prevent the disclosure of confidential student information.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Ryan Davis, 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:
Ryan Davis
Assistant Superintendent
of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

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

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

SPECIAL

ORDER

OF

BUSINESS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Featured School:
Foskett Ranch Elementary School

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
November 18, 2014

ROLL CALL VOTE:
No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

wp/rk/PPPfactform

Foskett Ranch
ELEMENTARY SCHOOL

Foskett Ranch Elementary School
Board Presentation Agenda
November 18, 2014

Foskett Ranch
Elementary School
1561 Joiner Parkway
Lincoln, CA 95648

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

Kelly Castillo
Principal

- Welcome to Foskett Ranch - Kelly Castillo
- Student Recognition
- Student Leadership Team

  The student leadership team will discuss their roles and experiences as student leaders.

4.1

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** 2. **Foster a safe, caring environment where individual differences are valued and respected.** 3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.** 4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.** 5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Minutes:
- October 7, & 21, 2014 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:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- October 7 & 21, 2014 Regular Board of Trustee Meeting

RECOMMENDATION:

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

wp/rk/factform

Western Placer Unified School District
Regular Meeting of the Board of Trustees
October 7, 2014, 7:00 P.M.
LINCOLN HIGH SCHOOL – PERFORMING ARTS THEATER
790 J Street, Lincoln, CA 95648

MINUTES

2013-2014 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, Suite 400 (Fourth Floor), Lincoln, CA 95648.

Board Members Present:
Kris Wyatt, President
Brian Haley, Vice President
Damian Armitage, Clerk
Paul Long, Member
Paul Carras, Member

Others Present:
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Ryan Davis, Assistant Superintendent of Personnel Services
Kerry Callahan, Assistant Superintendent of Educational Services
Rosemary Knutson, Secretary to the Superintendent
Jillian Loya, LHS Student Advisory
Carol Percy, Lincoln News Messenger

6:30 P.M. START

1. **CALL TO ORDER** – Lincoln High School Performing Arts Theater

6:35 P.M.

2. **CLOSED SESSION** – Lincoln High School - Library

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

   2.2 **PERSONNEL**
   Public Employee Employment/Discipline/Dismissal/Release
   - CL 14/15.2

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**–Lincoln High Theater
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

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

No action taken

3.2 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release
- CL 14/15.2

The Board of Trustee unanimous approved and ratified a separation of release agreement, between employee CL 14/15.2 CSEA and WPUSD.

4. SPECIAL ORDER OF BUSINESS
Update of Report Review – Horizon Charter School & Partnership for Student-Centered Learning Charter School – Terri Ryland, Ryland School Business Consulting

Terri Ryland presented a power point review on Horizon Charter School & Partnership for Student-Centered Learning Charter School. She shared concerns in the following:

- Background
- Scope
- Program Summary
- Lease Agreements
- Average Daily Attendance Audit
- Audited Financial Statements and Corrective Action Plan
- Financial Condition
- Operations:
  - Business Office Staffing
  - Human Resources/Payroll
- Adopted Budget 2014-15
- Looking Forward:
  - Non-existent Credit Card Policy
  - Non-existent Borrowing/Long-Term Obligation Policy
  - Non-existent Professional Development Plan
  - 12-month work Calendars vs. Actual Days Worked
  - Current Litigation

Paul Carras shared the importance of the Horizon Board to approve all contracts, and had concerns about the use of the carver model. He would like to see continuing improvement on their behalf. He also shared that another concern was vacation payouts.

Craig Heimbichner, Chief Executive Officer shared his appreciation for Terri Ryland Consulting for coming in and working on issues. He will continue to work diligently with the staff and Board on areas where change is needed. Horizon is working on hiring a CBO, and will continue to work on the issues that need to be addressed. Horizon

enrollment is currently at 2487. Craig Heimbichner shared he is moving towards proper board oversight to be in place with WPUSD. There will be a board training for current board members, and will continue to implement Terri's recommendations.

5. CONSENT AGENDA

5.1 Approval of Meeting Minutes for:
- September 2, & 16th, 2014 Regular Board of Trustee Meeting

5.2 Approval of Warrants
5.3 Classified Personnel Report
5.4 Certificated Personnel Report
5.5 Approval of Contract with Silverado Stages – Lincoln High School Field Trip.
5.6 Approval of Contract with Shady Creek Outdoor School and Event Center – Twelve Bridges Elementary School Field Trip.

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (**Ayes**: *Haley, Long, Armitage, Carras, Wyatt,* **No:**) roll call vote to approve consent agenda with the amendment to the September 2nd board minutes regarding the student expulsion.

6. COMMUNICATION FROM THE PUBLIC

No communication from the public. Mr. Leaman did introduce Kelly Nile, who is a member of the Placer County Board of Education.

7. REPORTS & COMMUNICATION

7.1 Lincoln High School, Student Advisory – Jillian Loya
- Girls Golf team played today
- Shared information on Boys Soccer
- Powder puff game is scheduled for tomorrow
- This week is Sprit week
- Homecoming will be this Friday, and there will be a parade
- Walking for the Cure, for Diabetes
- Night Rally on Friday
- Lady Zebras won over Colfax
- Zebra T-shirts donated

7.2 Western Placer Teacher's Association – Tara McCroskey - no report
7.3 Western Placer Classified Employee Association, Mike Kimbrough - no report
7.4 Superintendent - Scott Leaman reported the following:
- Has been busy at Carlin C. Coppin
- Got the final clearance for Carlin C. Coppin yesterday.
- Attendance was good today
- Proud of Mrs. Cole with the communication to her CCC families
- It appeared it was construction related, with the fans causing condensation.
- Will have a family night meeting scheduled for the CCC community for any concerns they may have.
- Will submit a waiver to the Dept. of Education for days lost.
- Report for Horizon
- Responded to Grand Jury request, regarding Bullying, provisional drivers licenses.
- ALS walk this past weekend, Shelly raised the 2nd largest amount for ALS.

5.1.3

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Information **CORRECTIVE ACTION FOR PI YEAR 3 – EVIDENCE OF PROGRESS – Callahan** *(14-15 G & O Component I, II, III, IV, V)*

•WPUSD is in year three of Program Improvement (PI) and as a result has been assigned two corrective actions by the state department of education (CDE). These corrective actions are:

(1) Set aside 10% of our Title I allocation to provide professional development for teachers to strengthen the academic achievement of the LEA's students determined to be in greatest need of assistance, and

(2) Provide an annual evidence of progress update that summarizes our LEA Plan implementation and analyzes our progress towards student achievement goals based on local assessment data.

Attached for your review is our 2013-2014 Evidence of Progress Report that we will submit to CDE by the required deadline of October 14, 2014

Kerry Callahan reported on corrective action for PI year 3, as we are still held to sanctions. The following two items are required by the State Department of Education. This is information only item.

8.2 Discussion/ Action **CONSIDER APPROVING THE UPDATED AND EXTENDED ASSISTANT SUPERINTENDENT OF BUSINESS AND OPERATIONS CONTRACT – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

•The Board of Trustees greatly values highly competent and consistent leadership from the District Administration. The attached contract for the Assistant Superintendent of Business and Operations would extend her contract with the District until June 30, 2017. Other than the extension of time and some legally required compliance changes, there are no changes to the compensation contained in this Agreement.

Mr. Leaman presented the extended contract for the Assistant Superintendent of Business and Operations. The only changes made were 12.C regarding due process and item 13. Motion by Mr. Long, seconded by Mr. Haley, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to extend contract to 2018.

8.3 Information/ Discussion **2014-15 DISTRICT GOALS AND OBJECTIVE – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

•Draft 2014-15 objectives based on district goals are being presented the Board at the time.

Mr. Leaman presented goal and objectives for 2014-15, Mr. Leaman has requested the Assistant Superintendents to review the goals and objectives. These will be brought back for approval.

8.4 Action **ADOPTION OF REVISED/NEW POLICIES, REGULATIONS AND EXHIBITS – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

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

- BP/AR 0420.4 Charter Schools
- BP 0420.42 Charter School Renewal
- BP 0420.43 Charter School Revocation
- BP/AR 5117 Interdistrict Attendance
- BP/AR 5145.7 Sexual Harassment
- BP/AR 5148 Child Care And Development
- BP 6144 Controversial Issues
- BP 6161.11 Supplementary Instructional Materials
- BP/AR 6162.6 Use Of Copyright Materials
- BP 9010 Public Statements
- BB/E 9323.2 Actions By The Board
- BB 9322 Agenda/Meeting Materials
- BB 9323.2 Actions By The Board

Motion by Mr. Haley, seconded by Mr. Carras and passed by a 4-1(**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *Carras*) vote to approve policies as presented.

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.

- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update
- Foreign Exchange Students Criteria
- Community Information Breakfast (*Springtime*)

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley – no report
Mr. Long thanked district staff for the chairs.
Mr. Armitage – no report
Mr. Carras complemented the district staff on handling the CCC issue. He also commended Damian Armitage for Speaking before a Placer County Republican Assembly group in support of Measure A. He and Damian attended a gathering at PCOE, and sat with two Lincoln City Council members, who are interested in reconvening the 2+2 talks to further enhance the relationships between the School District and the City, they also suggest the Superintendent and the Interim Manager attend that meeting.
Mrs. Wyatt – also commended the district on the mold issue, all went smooth and there wasn't a lot of complaining. She also attended the Ag. Foundation

Meeting, Barrett is excited about our grant, he discussed transition from Jr. High, to high school to college, and feels the kids will be goal oriented. One of the problems with suicidal kids, is kids aren't goal orientated, they need to have goals.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- October 21, 2014 7:00 P.M., Regular Meeting of the Board of Trustee – Twelve Bridges Middle School

11. ADJOURNMENT

There being no further business the meeting was adjourned at 8:49 p.m.

Kris Wyatt, President

Damian Armitage, 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
October 21, 2014, 7:00 P.M.
Twelve Bridges Middle School – Multi-Purpose Room
770 Westview Drive, Lincoln, CA 95648

MINUTES

2013-2014 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:
Kris Wyatt, President
Brian Haley, Vice President
Damian Armitage, Clerk
Paul Long, Member
Paul Carras, Member

Others Present:
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Ryan Davis, Assistant Superintendent of Personnel Services
Kerry Callahan, Assistant Superintendent of Educational Services
Daniela Thompson, Principal
Rosemary Knutson, Secretary to the Superintendent
Carol Percy, Lincoln News Messenger

6:30 P.M. START

1. **CALL TO ORDER** – Twelve Bridges Middle School – Multi Purpose Room

6:35 P.M.

2. **CLOSED SESSION** – Twelve Bridges Middle School – Office Conference Room

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

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

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**–Twelve Bridges Middle School, Multi-Purpose Room
   The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

5.1.7

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

No action was taken

3.2 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

No action was taken

4. SPECIAL ORDER OF BUSINESS
School Being Featured: Twelve Bridges Middle School

Mr. Leaman introduced Daniela Thompson, Principal. She welcomed everyone, and shared information on New Programs, and Areas of Pride. Some of the programs include enrichment programs, like drama, Titan time, intervention class-focus on math, 8th grade organizational study skill, art classes, leadership classes, and Pride–strong classroom management, which increase learning time with academic focus, and continue to develop on more technology. This also includes positive general education, which include all Students as well as special education students.

Student Body President –Tristan Conn reported on events for the next couple of months, which include some like Red Ribbon week, where each day students will dress up. November 7th, there will be a Veterans Day Assembly, and December will include door decorating for the Holidays.

Dawn McKinney presented on The 40 Book Challenge, which include the concept, implementation, and inspiration of the program since 2012.

5. CONSENT AGENDA
5.1 Classified Personnel Report
5.2 Certificated Personnel Report
5.3 Report of Disclosure Requirements for Quarterly Reports of Investments.
5.4 Waiver Request and Affidavit – Request for Allowance of Attendance Because of Emergency Conditions at Carlin C. Coppin Elementary School on October 1, October 2, October 3 and October 6, 2014.
5.5 Ratification of Contract with Silverado Stages – Transportation Services Shakespeare Festival Lincoln High School Field Trip.
5.6 Ratification of Contract with Lifetouch School Photography Services.
5.7 Contract with SchoolWorks, Inc. for Geographical Informational Systems (GIS) for the 2014/2015 Fiscal Year.
5.8 Ratify Increase of contract between Sierra Foothills Academy and WPUSD – August 25, 2014 through June 30, 2015.

5.1.8

5.9 Ratify Increase of Contract between Placer Learning Center and WPUSD – September 11, 2014 through June 30, 2015.
5.10 Ratify Contract between School Steps Inc. and WPUSD – September 2, 2014 through June 30, 2015.
5.11 Ratify Contract between Mediscan Inc. and WPUSD – October 1, 2014 through April 1, 2015.
5.12 Approval of Contract with Works International – Public School Works.

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

6. COMMUNICATION FROM THE PUBLIC

Michael Dallas & Courtney Gage, Leadership Ambassadors at Lincoln Crossing shared information about Pink Day event taking place at Lincoln Crossing, as well as money that has been raised. Courtney talked about the process of greeting students every morning, and upcoming events they are planned for Lincoln Crossing.

7. REPORTS & COMMUNICATION

7.1 Lincoln High School Student Advisory – Jillian Loya – not present
7.2 Western Placer Teacher's Association – Tara McCroskey – not present
7.3 Western Placer Classified Employee Association – Mike Kimbrough – not present
7.4 Superintendent - Scott Leaman reported the following:

- Fun campus
- Dawn McKinney's class is very exciting
- Held a Measure A meeting, about 40 people attended
- Presented to the Government Relations about Measure A
- Still active at CCC, still working on the smells, will continue next weekend.
- John Adams Academy plans on opening the following year
- Will attend a Kiwanis meeting to receive checks for school libraries
- Next meeting, Measure A will be on the ballot.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Information **2013-2014 ACCOUNTABILITY DATA – Callahan** *(14-15 G & O Component I, II, III, IV, V)*

♦The California Department of Education (CDE) has released limited accountability data for the 2013-2014 school year due to the transition from the Standardized Testing and Reporting (STAR) program to the California Assessment of Standardized Testing and Reporting (STAR) program to the California Assessment of Student Performance and Progress (CAASPP) System.

Kerry Callahan reviewed the Accountability Data, she reviewed the following:
~Demographics – Significant subgroups
~CELDT
~EL Reclassification – Fluent English Proficient (RFEP)
~CST Science – PRO OR ADV – All Students
~CST Science – Grade 5 – PRO or ADV – Significant Subgroups

5.19

~CST Science – Grade 8 – PRO or ADV – Significant Subgroups
~CST Science – Grade 10 – PRO or ADV – significant Subgroups
~CST Science @ TBMS PRO or ADV
~CAHSEE – 10th grade Census Passed – Al Students
~CAHSEE – ELA Passed – Significant Subgroups
~CAHSEE – Math – Passed – Significant Subgroups
~Advanced Placement (AP) – Scored 3+
~Advanced Placement (AP) – Total AP Students & Exams Taken
~Early Assessment Program (EAP) – College Readiness – English
~Early Assessment Program (EAP) – College Readiness – Math
~EAP – Total Students Tested
~A-G Completion – CSU/UC Eligibility
~Physical Fitness Test (PFT) – Six Areas Tested
~PFT – Meeting HFZ in 4+ Areas
~PFT - Meeting
~Data still to come:

- Graduation/Dropout
- Attendance
- Suspensions/Expulsions

~2014-2015+ Accountability – what we do know

- Assessments
- CELDT
- CAHASEE
- State Accountability Structure
- Federal accountability Structure

8.2 Discussion/ Action **CONSIDER APPROVING REVISED JOB DESCIPTION FOR DIRECTOR OF FACILITIES – Davis** *(14-15 G & O Component I, II, III, IV, V)*

•As a part of the ongoing review of job descriptions and the needs of the school sites and the District there were some slight revisions necessary for the Director of Facilities job description as we are currently in the process of filling this position. This revision includes only minor changes to the wording of the job description.

Ryan Davis presented revisions that were made to the Director of Facilities job description. Motion by Mr. Haley, seconded by Mr. Armitage, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) vote to approve necessary revisions to the job description.

8.3 Discussion/ Action **CONSIDER APPROVING REVISED/NEW JOB DESCIPTION FOR BUSINESS/PERSONNEL ADMINISTRATIVE ASSISTANT POSITION – Davis** *(14-15 G & O Component I, II, III, IV, V)*

•After the recent vacancy in the Business Administrative Assistant position, District Administration reviewed the overall needs of the District Office and the Business and Personnel Departments and determined that the position should be split between the Business and Personnel Departments in order to maximize the efficiencies of this position.

Ryan Davis presented a new job description, and revised title being Business/Personnel Administrative Assistant, which was once Business Administrative Assistant. Motion by Mr. Long, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt,* **No**: *None*) vote to approve necessary revisions to the position and title of Business/Personnel Administrative Assistant.

8.4 **Information/ Action** **2014-15 DISTRICT GOALS AND OBJECTIVES – Leaman** *(14-15 G & O Component I, II, III, IV, V)*

- After review at the last Board meeting, the 2014-15 objectives based on district goals are being presented to the Board at time for approval.

Mr. Leaman presented goals for final approval. Motion by Mr. Haley, seconded by Mr. Armitage, and passed by a 5-0 vote to approve the 2014-15 district goals and objectives.

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.

- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update
- Foreign Exchange Students Criteria
- Community Information Breakfast (*Springtime*)

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley - no report

Paul Long thanked TBMS for their presenting, reading program is exciting

Mr. Armitage – no report

Mr. Carras reminded members of the change in venue for the Annual Trustee Dinner

Kris Wyatt attended the dedication for Shelly Hoover, it was a wonderful dedication, and Jean Cross did an outstanding display. Saturday was the mud run, had many athletes involved.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **November 4, 2014** 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln High School
- **November 18, 2014** 7:00 P.M., Regular Meeting of the Board of Trustees – Foskett Ranch School

11. ADJOURNMENT

There being no further business the meeting was adjourned at 8:02 p.m.

5.1-11

Kris Wyatt, President

Damian Armitage, 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

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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:
November 18, 2014

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the October 7, 2014 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 11/07/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85401113	11/07/2014	PACIFIC GAS & ELECTRIC CO	01-5510		1,589.91
85401114	11/07/2014	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85401115	11/07/2014	WAVE DIVISION HOLDINGS	01-5560		8,275.77
85401116	11/07/2014	Michelle S. Eslinger	12-4300		25.91
85401117	11/07/2014	Conni B. London	01-4300		97.13
85401118	11/07/2014	Rene McGrath	01-4300		83.42
85401119	11/07/2014	Joshua J. O'Geen	01-4300		89.37
85401120	11/07/2014	ASILOMAR MATH CONFERENCE CA MATHEMATICS COUNCIL	01-5200		175.00
85401121	11/07/2014	ATHLETICS UNLIMITED	01-4300		340.28
85401122	11/07/2014	CALTRONICS BUSINESS SYSTEMS	01-5600		83.66
85401123	11/07/2014	CASCADE ATHLETIC SUPPLY CO	01-4300		27.23
85401124	11/07/2014	CENGAGE LEARNING	01-4300		9,854.68
85401125	11/07/2014	CHALLENGE WORKS INC	01-5800		975.00
85401126	11/07/2014	CROSS COUNTRY EDUCATION	01-5200		199.00
85401127	11/07/2014	DEMCO MEDIA	01-4300		87.48
85401128	11/07/2014	DINN BROS., INC.	01-4300	322.59	
			Unpaid Sales Tax	18.71-	303.88
85401129	11/07/2014	DISCOVERY OFFICE SYSTEMS	01-4300		1,266.78
85401130	11/07/2014	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		149.00
85401131	11/07/2014	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		301.30
85401132	11/07/2014	FULL COMPASS SYSTEMS	01-4300	267.68	
			Unpaid Sales Tax	18.68-	249.00
85401133	11/07/2014	HAWKINS OFFICIATING SERVICE	01-5800		385.00
85401134	11/07/2014	J.W. PEPPER & SON INC	01-4300		401.12
85401135	11/07/2014	LAKESHORE LEARNING MATERIALS	01-4300		456.02
85401136	11/07/2014	LOOMIS UNION SCHOOL DISTRICT	01-4300		33.56
85401137	11/07/2014	OFFICE DEPOT	01-4300		266.17
85401138	11/07/2014	PEACEFUL PLAYGROUNDS	01-4300		203.14
85401139	11/07/2014	POSTMASTER / TBMS	01-4300		490.00
85401140	11/07/2014	RAY MORGAN CO. / CHICO	01-4300	213.41	
			01-5600	267.59	481.00
85401141	11/07/2014	RELIABLE OFFICE SUPPLIES	01-4300		69.11
85401142	11/07/2014	SCHOLASTIC MAGAZINE	01-4300		921.81
85401143	11/07/2014	SCHOOL SPECIALTY INC	01-4300		146.18
85401144	11/07/2014	STAPLES ADVANTAGE	01-4300		5,832.85
85401145	11/07/2014	US BANK BUSINESS EQUIPMENT	01-5600		492.00
85401146	11/07/2014	WEST MUSIC	01-4300	141.32	
			Unpaid Sales Tax	8.97-	132.35
85401147	11/07/2014	WESTERN BLUE AN NWN COMPANY	01-4300		1,059.95
85401148	11/07/2014	"DANIELSEN COMPANY, THE"	13-4380	392.77	
			13-4710	3,490.32	
			Unpaid Sales Tax	8.05-	3,875.04
85401149	11/07/2014	BERNARD FOOD INDUSTRIES	13-4710		449.98
85401150	11/07/2014	CROWN DISTRIBUTING INC.	13-4380		801.11
85401151	11/07/2014	ED JONES FOOD SERVICE	13-4710		12,189.10

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

Checks Dated 11/07/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85401152	11/07/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		102.72
85401153	11/07/2014	PIZZA GUYS	13-4710		1,737.71
85401154	11/07/2014	PROPACIFIC FRESH	13-4710		401.35
85401155	11/07/2014	S & S WORLDWIDE	01-4300		137.15
85401156	11/07/2014	SARA LEE	13-4710		1,407.50
85401157	11/07/2014	SYSCO SACRAMENTO	13-4380	695.30	
			13-4710	486.65	1,181.95
85401158	11/07/2014	Amanda Y. Burch	01-5200		126.34
85401159	11/07/2014	Amber N. Hichborn	01-5200		137.87
85401160	11/07/2014	Sara J. Hodgen	01-5200	70.56	
			01-5300	53.76	124.32
85401161	11/07/2014	Vincent R. Hurtado	01-5200		90.89
85401162	11/07/2014	Diane M. Metzelaar	01-4300		162.55
85401163	11/07/2014	Jessica L. Rogers	01-5200		93.52
85401164	11/07/2014	Nancyann M. Rowell	01-5200		108.64
85401165	11/07/2014	Keyonna M. Williams	01-5200		82.32
85401166	11/07/2014	APPLE COMPUTER INC	01-4300		31.18
85401167	11/07/2014	B.Z. SERVICE STATION	01-5600		213.00
85401168	11/07/2014	BUREAU OF EDUCATION & RESEARCH	01-5200		235.00
85401169	11/07/2014	C & S TELECOMMUNICATIONS INC	01-4300	232.19	
			01-5600	110.00	342.19
85401170	11/07/2014	CAPITOL CLUTCH AND BRAKE INC	01-4365		419.06
85401171	11/07/2014	CAPITOL PUBLIC FINANCE GROUP	01-5800	1,200.00	
			21-5800	4,800.00	6,000.00
85401172	11/07/2014	CDW GOVERNMENT INC	01-4300		688.00
85401173	11/07/2014	CHEVRON	01-4345		158.35
85401174	11/07/2014	CITRUS HEIGHTS SAW & MOWER	01-4365		436.32
85401175	11/07/2014	CKA CA KINDERGARTEN ASSOC	01-5200		640.00
85401176	11/07/2014	CROWE HORWATH LLP	01-5811		25,875.00
85401177	11/07/2014	CURRICULUM ASSOCIATES INC.	01-4100		954.41
85401178	11/07/2014	DELL	01-4300	260.41	
			25-4400	1,414.38	1,674.79
85401179	11/07/2014	DISCOUNT SCHOOL SUPPLY	01-4300		61.65
85401180	11/07/2014	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		587.73
85401181	11/07/2014	Flex-Plan Services, Inc.	01-5800		121.00
85401182	11/07/2014	GCR TIRES & SERVICE	01-4360		883.76
85401183	11/07/2014	GRAINGER .	01-4300		710.87
85401184	11/07/2014	HANDWRITING WITHOUT TEARS	01-4100		1,927.02
85401185	11/07/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		312.24
85401186	11/07/2014	HUMBOLDT CO. OFFICE OF ED.	01-4300		100.00
85401187	11/07/2014	INTEGRATED FIRE SYSTEMS INC	01-5600		345.00
85401188	11/07/2014	INTERNET SOFTWARE SCIENCES	01-5800		360.00
85401189	11/07/2014	JOHN DEERE LANDSCAPES	01-4300		318.07
85401190	11/07/2014	LAMINATION DEPOT	01-4300		65.13
85401191	11/07/2014	MEDISCAN, INC.	01-5800		3,000.00

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

Checks Dated 11/07/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85401192	11/07/2014	PLACER COUNTY SELPA	01-5200		125.00
85401193	11/07/2014	PLACER LEARNING CENTER	01-5800		40,745.70
85401194	11/07/2014	PLATT ELECTRIC SUPPLY, INC.	01-4300		191.18
85401195	11/07/2014	PRECISION ENVIRONMENTAL & POWER, INC.	01-4300	623.50	
			01-4400	949.19	1,572.69
85401196	11/07/2014	QUEST MEDIA & SUPPLIES INC	01-5800		7,662.50
85401197	11/07/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		62.40
85401198	11/07/2014	RIVERSIDE PUBLISHING COMPANY HOUGHTON MIFFLIN HARCOURT	01-4400		2,991.73
85401199	11/07/2014	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300		70.85
85401200	11/07/2014	RYLAND SCHOOL BUSINESS CONSULTING	01-5800		1,137.50
85401201	11/07/2014	SAC VAL JANITORIAL SALES	01-4300		383.75
85401202	11/07/2014	SCHOOL SPECIALTY INC	01-4300		402.96
85401203	11/07/2014	SIERRA OFFICE SUPPLIES &	01-4300		17.15
85401204	11/07/2014	SOUTHPAW ENTERPRISES INC.	01-4300	33.80	
			Unpaid Sales Tax	1.80-	32.00
85401205	11/07/2014	TAG / AMS INC	01-5800		185.00
85401206	11/07/2014	TALK TOOLS TM	01-4300	32.46	
			Unpaid Sales Tax	1.49-	30.97
85401207	11/07/2014	TARGET BANK	01-4300		279.56
85401208	11/07/2014	TOUCH MATH	01-4100		4,212.11
85401209	11/07/2014	ULINE	01-4300		138.33
85401210	11/07/2014	WESTERN BLUE AN NWN COMPANY	01-4300	3,723.35	
			01-4400	10,955.13	14,678.48
85401211	11/07/2014	YOGA CALM	01-4300	99.87	
			01-5200	1,050.00	
			Unpaid Sales Tax	6.37-	1,143.50
85401212	11/07/2014	ZEP SALES & SERVICE	01-4300		182.17
		Total Number of Checks	**100**		**181,793.55**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	90	153,462.82
12	Child Development Fund	1	25.91
13	Cafeteria Fund	9	22,154.51
21	Building Fund #1	1	4,800.00
25	Capital Facilities Fund	1	1,414.38
	Total Number of Checks	100	181,857.62
	Less Unpaid Sales Tax Liability		64.07-
	Net (Check Amount)		**181,793.55**

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.

Checks Dated 10/31/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85399977	10/31/2014	"DANIELSEN COMPANY, THE"	13-4380	178.62	
			13-4710	2,207.19	
			Unpaid Sales Tax	4.05-	2,381.76
85399978	10/31/2014	CDW GOVERNMENT INC	01-4300		133.96
85399979	10/31/2014	CROWN DISTRIBUTING INC.	13-4380		845.05
85399980	10/31/2014	DISCOUNT SCHOOL SUPPLY	01-4300		708.70
85399981	10/31/2014	ED JONES FOOD SERVICE	13-4710		5,764.76
85399982	10/31/2014	PIZZA GUYS	13-4710		1,401.39
85399983	10/31/2014	PROPACIFIC FRESH	13-4710		269.19
85399984	10/31/2014	SAFEWAY INC	01-4300		132.22
85399985	10/31/2014	SARA LEE	13-4710		496.27
85399986	10/31/2014	TARGET BANK	01-4300		153.14
85399987	10/31/2014	TREND ENTERPRISES	01-4300		54.92
85399988	10/31/2014	Suzie A. Dollesin	01-4300		49.60
85399989	10/31/2014	Kevin D. Kurtz	01-5200		145.00
85399990	10/31/2014	Diane M. Metzelaar	01-5200		10.35
85399991	10/31/2014	Karina A. Sofia	01-5200		75.25
85399992	10/31/2014	BARNES & NOBLE BOOKSTORES	01-4300		381.53
85399993	10/31/2014	COMMITTEE FOR CHILDREN	01-4300	1,114.77	
			Unpaid Sales Tax	77.77-	1,037.00
85399994	10/31/2014	DAWSON OIL COMPANY	01-4345		5,626.32
85399995	10/31/2014	DISCOVERY OFFICE SYSTEMS	01-5600		116.43
85399996	10/31/2014	GCR TIRES & SERVICE	01-4360		1,099.41
85399997	10/31/2014	GRAINGER .	01-4300		149.77
85399998	10/31/2014	GUIDING FITNESS	01-5800		700.00
85399999	10/31/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		511.42
85400000	10/31/2014	JOHN DEERE LANDSCAPES	01-4300		138.75
85400001	10/31/2014	KRONICK MOSKOVITZ TIEDEMANN	01-5810		1,848.30
85400002	10/31/2014	LEARNING SOLUTIONS INC	01-5800		564.08
85400003	10/31/2014	LOOMIS UNION SCHOOL DISTRICT	01-4300		24.00
85400004	10/31/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		408.00
85400005	10/31/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		177.83
85400006	10/31/2014	NORCAL IMAGING SYSTEMS	01-5800		2,950.00
85400007	10/31/2014	NORTHERN SPEECH SERVICES, INC.	01-5200		378.00
85400008	10/31/2014	OFFICE PLAYGROUND INC	01-4300		67.15
85400009	10/31/2014	PCOE - PLACER CO OFFICE OF ED	01-5200		4,700.00
85400010	10/31/2014	PEARSON EDUCATION	01-4100		72,953.75
85400011	10/31/2014	PLACER COUNTY SCHOOL BOARDS	01-4300		520.00
85400012	10/31/2014	PLATT ELECTRIC SUPPLY, INC.	01-4300		1,245.53
85400013	10/31/2014	SAC VAL JANITORIAL SALES	01-4300	5,073.42	
			01-6400	5,369.63	10,443.05
85400014	10/31/2014	SACRAMENTO CO OFFICE OF ED.	01-5200		485.00
85400015	10/31/2014	SIERRA FOOTHILLS ACADEMY	01-5800		20,555.44
85400016	10/31/2014	SIERRA OFFICE SUPPLIES &	01-4300		177.38
85400017	10/31/2014	SIG EMPLOYEE BENEFITS TRUST	76-9554		632,612.70
85400018	10/31/2014	WESTERN BLUE AN NWN COMPANY	01-4300		750.90

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Checks Dated 10/31/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85400019	10/31/2014	WILCO SUPPLY	01-4300		514.00
85400020	10/31/2014	CITY OF LINCOLN / PG&E REIMB	01-5510		2,961.77
85400021	10/31/2014	PACIFIC GAS & ELECTRIC CO	01-5510		23,303.80
85400022	10/31/2014	Jennifer D. Nelson	01-4300		69.43
85400023	10/31/2014	Patrick H. Stelma	01-4300		99.89
85400024	10/31/2014	Melissa R. Waggoner	12-4300		9.70
85400025	10/31/2014	ALPHA FIRED ARTS	01-4300		90.72
85400026	10/31/2014	APPERSON INC.	01-4300		88.33
85400027	10/31/2014	CAPSTONE	01-5800		995.00
85400028	10/31/2014	DE LAGE LANDEN	01-5600		447.98
85400029	10/31/2014	DIRECT PRESS 2	01-4300		400.23
85400030	10/31/2014	DISCOUNT MAGAZINE SUB SERVICE	01-4300		60.97
85400031	10/31/2014	DISCOVERY OFFICE SYSTEMS	01-4300	327.82	
			01-5600	166.47	494.29
85400032	10/31/2014	EASTBAY / FOOTLOCKER.COM	01-4300		701.40
85400033	10/31/2014	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		380.87
85400034	10/31/2014	GREENTREE CHILDREN'S BALLET COMPANY	01-5800		210.00
85400035	10/31/2014	IPARADIGMS LLC	01-4400		4,575.00
85400036	10/31/2014	LIFETOUCH NSS ACCOUNTS RECEIVABLE	01-4300		1,035.28
85400037	10/31/2014	NATIONAL GEOGRAPHIC EXPLORER	01-4300		148.50
85400038	10/31/2014	NSTA	01-5200		175.00
85400039	10/31/2014	OFFICE DEPOT	01-4300		616.82
85400040	10/31/2014	ORIENTAL TRADING COMPANY INC	01-4300	49.76	
			Unpaid Sales Tax	2.78-	46.98
85400041	10/31/2014	PCOE - PLACER CO OFFICE OF ED	01-5200		1,300.00
85400042	10/31/2014	PITNEY BOWES CREDIT CORP ACCOUNT #16271873867	01-5600		118.56
85400043	10/31/2014	PRINT TO MAIL	01-4300	608.39	
			01-4400	3,676.28	
			01-5800	462.08	4,746.75
85400044	10/31/2014	PURCHASE POWER	01-4300		1,020.99
85400045	10/31/2014	TEACHERS PAY TEACHERS	01-4200	233.00	
			01-4300	25.00	258.00
85400046	10/31/2014	TIME FOR KIDS	01-4300		158.34
85400047	10/31/2014	TIMOTHY DEAN WILLIAMS DBA: CREATIVE SOULS	11-5800		85.00
85400048	10/31/2014	TOLEDO P.E. SUPPLY	01-4300	842.68	
			Unpaid Sales Tax	51.61-	791.07
85400049	10/31/2014	U.S. GAMES	01-4300		239.84
85400050	10/31/2014	UNIVERSITY OF OREGON	01-5800		300.00
85400051	10/31/2014	US BANK BUSINESS EQUIPMENT	01-5600		492.00
85400052	10/31/2014	WESTERN BLUE AN NWN COMPANY	01-4300	1,309.41	
			01-4400	3,350.60	4,660.01
85400053	10/31/2014	Anna Torrez	01-5800		195.00

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Checks Dated 10/31/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
		Total Number of Checks	77		825,034.82

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	68	181,301.16
11	Adult Education Fund	1	85.00
12	Child Development Fund	1	9.70
13	Cafeteria Fund	6	11,162.47
76	Payroll Fund	1	632,612.70
	Total Number of Checks	77	825,171.03
	Less Unpaid Sales Tax Liability		136.21-
	Net (Check Amount)		825,034.82

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

Checks Dated 10/17/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85397515	10/17/2014	"DANIELSEN COMPANY, THE"	13-4380	137.87	
			13-4710	2,344.39	
			Unpaid Sales Tax	4.05-	2,478.21
85397516	10/17/2014	CROWN DISTRIBUTING INC.	13-4380		976.33
85397517	10/17/2014	DELL	01-4400		707.20
85397518	10/17/2014	FITNESS FINDERS	01-4300	193.18	
			Unpaid Sales Tax	12.44-	180.74
85397519	10/17/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		543.17
85397520	10/17/2014	PIZZA GUYS	13-4710		1,500.23
85397521	10/17/2014	PROPACIFIC FRESH	13-4710		193.52
85397522	10/17/2014	RAY MORGAN CO. / CHICO	01-4300	319.65	
			01-5600	319.65	639.30
85397523	10/17/2014	SARA LEE	13-4710		269.00
85397524	10/17/2014	SYSCO SACRAMENTO	13-4380	101.96	
			13-4710	774.46	876.42
85397525	10/17/2014	VENDMART OF SACRAMENTO	13-4710		686.49
85397526	10/17/2014	Robert G. Foxworthy	01-4300		4.02
85397527	10/17/2014	Tracey N. Lillie	01-4300	51.61	
			01-5200	260.65	
			11-5200	29.12	341.38
85397528	10/17/2014	Diane M. Metzelaar	01-5200		81.04
85397529	10/17/2014	B&H PHOTO VIDEO	01-4300	658.08	
			Unpaid Sales Tax	45.90-	612.18
85397530	10/17/2014	C & S TELECOMMUNICATIONS INC	01-5600		110.00
85397531	10/17/2014	CAHPERD	01-5200		220.00
85397532	10/17/2014	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		2,233.26
85397533	10/17/2014	IRIS EDUCATIONAL MEDIA	01-4300	383.18	
			Unpaid Sales Tax	26.18-	357.00
85397534	10/17/2014	J & J SCREEN & GLASS	01-5600		363.80
85397535	10/17/2014	JABBERGYM INC.	01-5800		5,391.25
85397536	10/17/2014	JCI JOHNSON CONTROLS INC.	35-5600		6,168.50
85397537	10/17/2014	K S TELECOM INC	01-5600		70.33
85397538	10/17/2014	LOGICLOFT, LLC	01-5800		7,100.00
85397539	10/17/2014	LOZANO SMITH, LLP	01-5810		934.40
85397540	10/17/2014	LUIS FRASER DBA-DON'T TREAD ON ME REPTILE REMOVAL	01-5800		150.00
85397541	10/17/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		830.00
85397542	10/17/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		600.00
85397543	10/17/2014	MEDISCAN, INC.	01-5800		487.50
85397544	10/17/2014	MISSION UNIFORM SERVICE INC	01-4300	71.12	
			01-5800	1,753.06	1,824.18
85397545	10/17/2014	ODYSSEY LEARNING CENTER, INC.	01-5800		7,294.55
85397546	10/17/2014	PCOE - PLACER CO OFFICE OF ED	01-5200	1,500.00	
			01-5800	467.46	1,967.46
85397547	10/17/2014	PEARSON EDUCATION	01-4100		66,090.90
85397548	10/17/2014	PLACER COUNTY TREASURER TAX COLLECTOR	01-5800		28,497.41
85397549	10/17/2014	PRO-ED	01-4300	105.75	

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Checks Dated 10/17/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
			Unpaid Sales Tax	6.75-	99.00
85397550	10/17/2014	QUEST MEDIA & SUPPLIES INC	01-5800		3,537.50
85397551	10/17/2014	RAY MORGAN CO. / CHICO	01-5600		18.84
85397552	10/17/2014	REHABMART, LLC	01-4300	928.55	
			Unpaid Sales Tax	64.15-	864.40
85397553	10/17/2014	RIEBES AUTO PARTS	01-4365		1,048.81
85397554	10/17/2014	SAN JOSE STATE UNIVERSITY RESEARCH FOUNDATION	01-5200	1,250.00	
			01-9500	2,500.00	3,750.00
85397555	10/17/2014	SCHOLASTIC INCORPORATED	01-4100		1,152.54
85397556	10/17/2014	SCHOOL NURSE SUPPLY INC.	01-4300		532.84
85397557	10/17/2014	SCHOOL STEPS, INC.	01-5800		15,082.50
85397558	10/17/2014	SIERRA STRIPING INC	01-5800		1,845.00
85397559	10/17/2014	STATE OF CALIFORNIA - DOJ	01-5821		96.00
85397560	10/17/2014	STINEMAN'S FARM SUPPLY INC	01-4300		29.01
85397561	10/17/2014	SUPER DUPER SCHOOL COMPANY	01-4300	134.16	
			Unpaid Sales Tax	9.36-	124.80
85397562	10/17/2014	TARGET BANK	01-4300		461.28
85397563	10/17/2014	UNIVERSAL SPECIALTIES, INC.	01-4300		931.24
85397564	10/17/2014	YOGA CALM	01-4300	312.63	
			Unpaid Sales Tax	21.11-	291.52
85397565	10/17/2014	Jennifer A. Clark	01-4300		95.63
85397566	10/17/2014	Jeffrey T. Dardis	13-4345	40.32	
			13-5300	45.00	85.32
85397567	10/17/2014	Melanee Ford	01-4300		102.77
85397568	10/17/2014	David T. Luci	01-5800		52.00
85397569	10/17/2014	Jason R. Noonan	01-5800		15.99
85397570	10/17/2014	Joseph Uptain-Villa	01-5800		52.00
85397571	10/17/2014	ADVENTURE TO FITNESS, LLC	01-5800		99.99
85397572	10/17/2014	AIRGAS	01-4300		66.45
85397573	10/17/2014	APPLE INC.	01-4400		429.79
85397574	10/17/2014	BARNES & NOBLE BOOKSTORES	01-4300		191.05
85397575	10/17/2014	BIO CORPORATION	01-4300	1,056.14	
			Unpaid Sales Tax	63.45-	992.69
85397576	10/17/2014	CARSON-DELLOSA PUBLISHING	01-4200		224.45
85397577	10/17/2014	CASCADE ATHLETIC SUPPLY CO	01-4300		167.97
85397578	10/17/2014	CDW GOVERNMENT INC	01-4300		344.00
85397579	10/17/2014	CRA - CALIFORNIA READING ASSOC	01-5200		420.00
85397580	10/17/2014	DEMCO MEDIA	01-4300		579.56
85397581	10/17/2014	DIRECT PRESS 2	01-4300		94.72
85397582	10/17/2014	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		615.35
85397583	10/17/2014	GOPHER SPORT	01-4300		583.17
85397584	10/17/2014	JOSTENS	01-4300		9,200.00
85397585	10/17/2014	KUSTOM IMPRINTS	01-4300		15.90
85397586	10/17/2014	LAKESHORE LEARNING MATERIALS	01-4300		115.77
85397587	10/17/2014	MJB WELDING SUPPLY, INC.	01-4300		641.35
85397588	10/17/2014	NORTHERN ENERGY	01-4300		375.80

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Checks Dated 10/17/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85397589	10/17/2014	OFFICE DEPOT	12-4300		187.46
85397590	10/17/2014	RAY MORGAN CO. / CHICO	01-5600		177.60
85397591	10/17/2014	REALLY GOOD STUFF	01-4300	198.58	
			Unpaid Sales Tax	12.04-	186.54
85397592	10/17/2014	SAFEWAY INC	01-4300		113.52
85397593	10/17/2014	SCHOLASTIC BOOKS	01-4300		505.07
85397594	10/17/2014	SCHOOL LIFE A DIVISION OF IMAGESTUFF.COM	01-4300		112.07
85397595	10/17/2014	SCHOOL SPECIALTY INC	01-4300		1,298.17
85397596	10/17/2014	SIERRA OFFICE SUPPLIES &	01-4300		308.68
85397597	10/17/2014	STAPLES ADVANTAGE	01-4300		6,768.21
85397598	10/17/2014	TAHOE JOE'S, INC.	01-4300		1,358.64
85397599	10/17/2014	TEACHERS PAY TEACHERS	01-4300	52.95	
			Unpaid Sales Tax	3.70-	49.25
85397600	10/17/2014	TROXELL COMMUNICATIONS	01-4300		24.83
85397601	10/17/2014	U.S. BANK NATIONAL ASSOCIATIONU.S. BANCORP PURCHASING CARD	01-4300	231.60	
			01-5200	255.00	
			13-4380	17.24	
			13-4710	25.12	
			13-5300	55.00	
			25-5200	8.00	591.96
85397602	10/17/2014	WESTERN BLUE AN NWN COMPANY	01-4300		113.01
		Total Number of Checks	**88**		**198,001.78**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	77	184,167.73
11	Adult Education Fund	1	29.12
12	Child Development Fund	1	187.46
13	Cafeteria Fund	10	7,710.10
25	Capital Facilities Fund	1	8.00
35	Schools Facilities (Prop 1A)	1	6,168.50
	Total Number of Checks	88	198,270.91
	Less Unpaid Sales Tax Liability		269.13-
	Net (Check Amount)		**198,001.78**

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Checks Dated 10/10/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85396109	10/10/2014	"DANIELSEN COMPANY, THE"	13-4380	195.78	
			13-4710	2,571.61	
			Unpaid Sales Tax	2.03-	2,765.36
85396110	10/10/2014	CROWN DISTRIBUTING INC.	13-4380		1,064.76
85396111	10/10/2014	D & P CREAMERY	13-4710		11,506.83
85396112	10/10/2014	ED JONES FOOD SERVICE	13-4710		4,611.25
85396113	10/10/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		335.32
85396114	10/10/2014	MISSION UNIFORM SERVICE INC	13-5800		825.85
85396115	10/10/2014	NUTRIKIDS HEARTLAND PAYMENT SYSTEMS INC	13-5800		4,279.00
85396116	10/10/2014	ORIENTAL TRADING COMPANY INC	01-4300	342.18	
			Unpaid Sales Tax	21.84-	320.34
85396117	10/10/2014	PIZZA GUYS	13-4710		1,461.96
85396118	10/10/2014	PROPACIFIC FRESH	13-4710		336.88
85396119	10/10/2014	S & S WORLDWIDE	01-4300		191.26
85396120	10/10/2014	SARA LEE	13-4710		385.24
85396121	10/10/2014	SCHOOL SPECIALTY INC	01-4300		1,411.45
85396122	10/10/2014	STATE BOARD OF EQUALIZATION	01-4300		40.53
85396123	10/10/2014	SYSCO SACRAMENTO	13-4380	270.82	
			13-4710	291.06	561.88
85396124	10/10/2014	VENDMART OF SACRAMENTO	13-4710		445.39
85396125	10/10/2014	RAYAUNA WOODALL	73-5850		200.00
85396126	10/10/2014	Alice E. Bartley	01-4300		47.57
85396127	10/10/2014	Amber N. Hichborn	01-5200		146.66
85396128	10/10/2014	Ramon I. Iniguez	01-5200		12.32
85396129	10/10/2014	Michael J. Kimbrough	01-5200		73.85
85396130	10/10/2014	Rosemary Knutson	01-5200		16.80
85396131	10/10/2014	Wendy K. Meagher	01-5200		70.17
85396132	10/10/2014	Clinton J. Nelson	01-4100		375.01
85396133	10/10/2014	Bonnie L. Pellow	01-5200		50.40
85396134	10/10/2014	Mark B. Perkins	01-5200		45.58
85396135	10/10/2014	Nancyann M. Rowell	01-5200		126.56
85396136	10/10/2014	Franklin W. Solander, Jr.	01-5200		20.16
85396137	10/10/2014	Jennifer T. Sperber	01-5200		91.50
85396138	10/10/2014	Heather D. Steer	25-5200		36.53
85396139	10/10/2014	Eli M. Turner	01-5200		110.65
85396140	10/10/2014	A-Z BUS SALES INC	01-4365		365.62
85396141	10/10/2014	ADD SOME CLASS	21-5800		1,805.00
85396142	10/10/2014	ALAN S BROOKS	21-5800	225.00	
			35-6290	1,725.00	1,950.00
85396143	10/10/2014	ALESSANDRO ELECTRIC, INC.	21-5800	2,105.00	
			35-5800	340.00	2,445.00
85396144	10/10/2014	BARNES & NOBLE BOOKSTORES	01-4300		163.24
85396145	10/10/2014	CalPERS	01-5800		8,290.30
85396146	10/10/2014	CCSESA	01-5200		425.00
85396147	10/10/2014	CHARLES A. MARTIN & ASSOC.	21-5800		1,140.00
85396148	10/10/2014	CITRUS HEIGHTS SAW & MOWER	01-4365		334.40

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

5.2.10

Checks Dated 10/10/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85396149	10/10/2014	COMMITTEE FOR CHILDREN	01-4300	728.85	
			Unpaid Sales Tax	50.85-	678.00
85396150	10/10/2014	DAWSON OIL COMPANY	01-4345	6,013.32	
			01-4350	17,760.24	23,773.56
85396151	10/10/2014	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,545.56
85396152	10/10/2014	DSA - DIVISION OF THE STATE ARCHITECT	21-5800		500.00
85396153	10/10/2014	FLEX-PLAN SERVICES, INC.	01-5800		115.50
85396154	10/10/2014	GCR TIRES & SERVICE	01-4360		197.90
85396155	10/10/2014	GRAINGER .	01-4300		605.34
85396156	10/10/2014	HANKIN SPECIALTY EQUIPMENT INC	01-5800		1,575.00
85396157	10/10/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		410.25
85396158	10/10/2014	HOLT OF CALIFORNIA	01-5600		6,272.55
85396159	10/10/2014	INTEGRATED FIRE SYSTEMS INC	01-5600		1,092.50
85396160	10/10/2014	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		874.00
85396161	10/10/2014	LOWE'S	21-4300		143.03
85396162	10/10/2014	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,050.00
85396163	10/10/2014	LOZANO SMITH, LLP	01-5810	15,068.80	
			25-5810	8,231.37	23,300.17
85396164	10/10/2014	LPA INC.	01-6210	2,715.40	
			25-5800	1,565.40	4,280.80
85396165	10/10/2014	ORIENTAL TRADING COMPANY INC	01-4300	161.90	
			Unpaid Sales Tax	10.11-	151.79
85396166	10/10/2014	PEARSON EDUCATION	01-4100		68,599.52
85396167	10/10/2014	PESI HEALTHCARE A COMPANY OF CMI EDUCATION INSTITUTE, INC.	01-5200		199.99
85396168	10/10/2014	PLACER COUNTY SELPA	01-5200		10.00
85396169	10/10/2014	PLACER LEARNING CENTER	01-5800		32,101.80
85396170	10/10/2014	QUALITY WINDOWS	21-4300		3,680.00
85396171	10/10/2014	RAINFORTH GRAU ARCHITECTS	21-5800	5,423.75	
			35-6210	6,960.00	12,383.75
85396172	10/10/2014	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300		286.83
85396173	10/10/2014	SCHOOL NURSE SUPPLY INC.	01-4300		313.74
85396174	10/10/2014	SIERRA OFFICE SUPPLIES &	01-4300		445.05
85396175	10/10/2014	SUTTER MEDICAL FOUNDATION	01-5800		34.00
85396176	10/10/2014	TAG / AMS INC	01-5800		395.00
85396177	10/10/2014	TARGET BANK	01-4300		183.81
85396178	10/10/2014	THERAPY SHOPPE INC	01-4300	216.00	
			Unpaid Sales Tax	13.78-	202.22
85396179	10/10/2014	TROXELL COMMUNICATIONS	01-4300		74.71
85396180	10/10/2014	UNIVERSITY ENTERPRISES, INC.	01-5200		90.00
85396181	10/10/2014	WESTERN BLUE AN NWN COMPANY	01-4300		338.35
85396182	10/10/2014	WESTERN PLACER WASTE	01-5540		27.00
85396183	10/10/2014	James C. Brown	01-4300		43.15

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.

5.2.11

Checks Dated 10/10/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85396184	10/10/2014	Jennifer C. Hladun	01-4300		19.99
85396185	10/10/2014	Mary M. LaRoche	01-4300		37.24
85396186	10/10/2014	Karina A. Sofia	01-4300		61.26
85396187	10/10/2014	Karen L. Villa	01-4300		161.23
85396188	10/10/2014	Melissa B. Willes	01-4300	56.12	
			11-4300	21.50	
			12-4300	280.20	357.82
85396189	10/10/2014	ATHLETICS UNLIMITED	01-4300		398.84
85396190	10/10/2014	BUREAU OF EDUCATION & RESEARCH	01-5200		1,314.00
85396191	10/10/2014	BURKETT'S OFFICE	01-4300		4,426.90
85396192	10/10/2014	CALIFONEOUTLET.COM	01-4300	159.13	
			Unpaid Sales Tax	10.13-	149.00
85396193	10/10/2014	CALTRONICS BUSINESS SYSTEMS	01-5600		83.66
85396194	10/10/2014	DISCOUNT SCHOOL SUPPLY	01-4300		189.45
85396195	10/10/2014	DISCOVERY OFFICE SYSTEMS	01-4300		602.57
85396196	10/10/2014	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		1,463.65
85396197	10/10/2014	FOOTAGE FIRM INC	01-5800		99.00
85396198	10/10/2014	GROTH MUSIC	01-4300	126.12	
			Unpaid Sales Tax	7.90-	118.22
85396199	10/10/2014	HAWKINS OFFICIATING SERVICE	01-5800		910.00
85396200	10/10/2014	K S TELECOM INC	01-4400		4,145.00
85396201	10/10/2014	LAKESHORE LEARNING MATERIALS	01-4300		422.47
85396202	10/10/2014	LISA TERNERO - DBA TERNERO FARMS	01-4300		1,057.50
85396203	10/10/2014	MJB WELDING SUPPLY, INC.	01-4300		18.00
85396204	10/10/2014	NASCO MODESTO	01-4300		349.11
85396205	10/10/2014	OFFICE DEPOT	01-4300		2,300.89
85396206	10/10/2014	PACIFIC ENVIRONMENTAL	01-5800		4,940.00
85396207	10/10/2014	PCOE - PLACER CO OFFICE OF ED	01-5200		600.00
85396208	10/10/2014	POSTMASTER / SHERIDAN	11-4300	98.00	
			12-4300	98.00	196.00
85396209	10/10/2014	PRO-ED	01-4300	88.05	
			Unpaid Sales Tax	6.15-	81.90
85396210	10/10/2014	PUGG COMPANY, INC.	01-4300	34.19	
			Unpaid Sales Tax	2.39-	31.80
85396211	10/10/2014	RAY MORGAN CO. / CHICO	01-4300	38.65	
			01-5600	133.80	172.45
85396212	10/10/2014	REALLY GOOD STUFF	01-4300	410.18	
			Unpaid Sales Tax	25.33-	384.85
85396213	10/10/2014	RISO PRODUCTS OF SAC INC	01-4300		2,980.83
85396214	10/10/2014	SCHOLASTIC INCORPORATED	01-4300		130.63
85396215	10/10/2014	SCHOOL SPECIALTY INC	01-4300		125.35
85396216	10/10/2014	SIERRA HAY & FEED	01-4300		82.14
85396217	10/10/2014	SMILE MAKERS	01-4300		130.60
85396218	10/10/2014	WOODWIND & BRASSWIND	01-4300		3,317.39
85396219	10/10/2014	STAPLES ADVANTAGE	01-4300		9,059.56
85396220	10/10/2014	JIVE COMMUNICATIONS, INC.	01-5560		185.43
85396221	10/10/2014	PACIFIC GAS & ELECTRIC CO	01-5510		13,071.54

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5.2.12

Checks Dated 10/10/2014

Check Number	Check Date	Pay to the Order of		Fund Object		Expensed Amount	Check Amount
85396222	10/10/2014	RECOLOGY PLACER DISPOSAL	FMRLY AUBURN	01-5540			334.13
85396223	10/10/2014	WAVE DIVISION HOLDINGS		01-5560			8,275.77
			Total Number of Checks		**115**		**297,646.66**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	92	234,637.64
11	Adult Education Fund	2	119.50
12	Child Development Fund	2	378.20
13	Cafeteria Fund	12	28,581.75
21	Building Fund #1	8	15,021.78
25	Capital Facilities Fund	3	9,833.30
35	Schools Facilities (Prop 1A)	3	9,025.00
73	Foundation Trust	1	200.00
	Total Number of Checks	**115**	297,797.17
	Less Unpaid Sales Tax Liability		150.51-
	Net (Check Amount)		**297,646.66**

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ESCAPE ONLINE

5.2.13

Checks Dated 10/03/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85394890	10/03/2014	"DANIELSEN COMPANY, THE"	13-4380	226.58	
			13-4710	3,144.80	
			Unpaid Sales Tax	6.08-	3,365.30
85394891	10/03/2014	CROWN DISTRIBUTING INC.	13-4380		1,173.48
85394892	10/03/2014	ED JONES FOOD SERVICE	13-4710		12,869.80
85394893	10/03/2014	FITNESS FINDERS	01-4300	110.44	
			Unpaid Sales Tax	6.94-	103.50
85394894	10/03/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		729.73
85394895	10/03/2014	PIZZA GUYS	13-4710		1,634.89
85394896	10/03/2014	PROPACIFIC FRESH	13-4710		295.21
85394897	10/03/2014	SARA LEE	13-4710		1,229.45
85394898	10/03/2014	VENDMART OF SACRAMENTO	13-4710		629.76
85394899	10/03/2014	RYAN & CORRIE CAMP	12-8699		75.00
85394900	10/03/2014	Elena T. Bessette	01-4300		15.54
85394901	10/03/2014	Pamela Getz	01-4300		45.92
85394902	10/03/2014	Elizabeth A. Hexberg	12-4300		85.00
85394903	10/03/2014	Rene McGrath	01-4300		111.40
85394904	10/03/2014	Mary Lou Resendes	01-4300		10.74
85394905	10/03/2014	AIRGAS	01-4300		68.47
85394906	10/03/2014	ATHLETICS UNLIMITED	01-4300		438.66
85394907	10/03/2014	BIO-RAD	01-4300		518.05
85394908	10/03/2014	BISHOPS PUMPKIN FARM	01-5800		792.00
85394909	10/03/2014	CARLEX	01-4300	46.94	
			Unpaid Sales Tax	2.79-	44.15
85394910	10/03/2014	CHEVRON	01-4300		77.00
85394911	10/03/2014	DISCOUNT SCHOOL SUPPLY	01-4300		22.23
85394912	10/03/2014	EAI EDUCATION ERIC ARMIN INC.	01-4300	444.60	
			Unpaid Sales Tax	28.68-	415.92
85394913	10/03/2014	GRAINGER .	01-4300		245.24
85394914	10/03/2014	HANDWRITING WITHOUT TEARS	11-4300	264.38	
			12-4100	528.75	793.13
85394915	10/03/2014	HODGE PRODUCTS, INC.	01-4300		239.94
85394916	10/03/2014	LAKESHORE LEARNING MATERIALS	01-4300		404.14
85394917	10/03/2014	MARI INC	01-4300		203.86
85394918	10/03/2014	NASCO MODESTO	01-4300		38.70
85394919	10/03/2014	OFFICE DEPOT	01-4300		173.32
85394920	10/03/2014	ORIENTAL TRADING COMPANY INC	01-4300	92.08	
			Unpaid Sales Tax	5.59-	86.49
85394921	10/03/2014	REALLY GOOD STUFF	01-4300	339.92	
			Unpaid Sales Tax	21.99-	317.93
85394922	10/03/2014	RISO PRODUCTS OF SAC INC	01-5800		425.00
85394923	10/03/2014	SACRAMENTO CO OFFICE OF ED.	01-4300	49.00	
			01-5800	343.00	392.00
85394924	10/03/2014	SAFEWAY INC	01-4300		136.34
85394925	10/03/2014	SCANTRON CORPORATION	01-4300		92.15
85394926	10/03/2014	SCHOLASTIC BOOK CLUBS	01-4200		54.00
85394927	10/03/2014	SCHOLASTIC MAGAZINE	01-4300		599.18

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.

5.2.14

Checks Dated 10/03/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85394928	10/03/2014	SCHOOL SPECIALTY INC	01-4300		1,602.59
85394929	10/03/2014	SUPER DUPER SCHOOL COMPANY	01-4300	203.05	
			Unpaid Sales Tax	13.65-	189.40
85394930	10/03/2014	TEACHERS PAY TEACHERS	01-4300		83.00
85394931	10/03/2014	WESTERN BLUE AN NWN COMPANY	01-4300	1,394.71	
			01-4400	12,951.75	14,346.46
85394932	10/03/2014	ROSEVILLE CITY SCHOOL DISTRICT	01-5200		450.00
85394933	10/03/2014	Amanda Y. Burch	01-5200		136.53
85394934	10/03/2014	Therese M. Dorow	01-4300		52.77
85394935	10/03/2014	Sara J. Hodgen	01-5200		111.54
85394936	10/03/2014	Kevin D. Kurtz	01-4300		104.68
85394937	10/03/2014	Robert L. Pierce II	01-4100		498.07
85394938	10/03/2014	Jessica L. Rogers	01-5200		155.06
85394939	10/03/2014	Anayat Sharifie	01-5200		56.22
85394940	10/03/2014	Keyonna M. Williams	01-5200		124.32
85394941	10/03/2014	ACSA ASSOC OF CALIF SCHOOL ADMINISTRATORS	01-5200		750.00
85394942	10/03/2014	ADD SOME CLASS	01-4300		566.95
85394943	10/03/2014	ALL ELECTRIC MOTORS INC	01-4300	25.62	
			01-5600	340.00	365.62
85394944	10/03/2014	AMDI - ADVANCED MULTIMEDIA DEVICES	01-4300	306.87	
			Unpaid Sales Tax	19.87-	287.00
85394945	10/03/2014	B.Z. SERVICE STATION	01-5600		2,941.20
85394946	10/03/2014	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		180.00
85394947	10/03/2014	CSNO CA SCHOOL NURSES ASSOC.	01-5200		130.00
85394948	10/03/2014	DISCOUNT PLASTIC BAGS	01-4300	185.45	
			Unpaid Sales Tax	11.24-	174.21
85394949	10/03/2014	DISCOVERY OFFICE SYSTEMS	01-5600		129.33
85394950	10/03/2014	GRAINGER .	01-4300		139.32
85394951	10/03/2014	HANDWRITING WITHOUT TEARS	01-4100		1,903.51
85394952	10/03/2014	INTEGRATED FIRE SYSTEMS INC	01-4300	355.13	
			01-5600	214.63	
			01-5800	970.24	1,540.00
85394953	10/03/2014	IRIS EDUCATIONAL MEDIA	01-4300	383.17	
			Unpaid Sales Tax	26.17-	357.00
85394954	10/03/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		1,144.65
85394955	10/03/2014	NORTH COAST MEDICAL INC	01-4300		61.59
85394956	10/03/2014	PEARSON - PSYCHOLOGICAL CORP.	01-4300		585.00
85394957	10/03/2014	PESI HEALTHCARE A COMPANY OF CMI EDUCATION INSTITUTE, INC.	01-5200		569.97
85394958	10/03/2014	PLACER COUNTY SELPA	01-5200		2,610.00
85394959	10/03/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5300	64.19	
			01-5600	127.93	192.12
85394960	10/03/2014	SAC VAL JANITORIAL SALES	01-4300		142.51
85394961	10/03/2014	SASS/Mestmaker Insurance	01-5800		390.30
85394962	10/03/2014	SCHOOL OUTFITTERS.COM	01-4300		1,023.58

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.

5.2.15

Checks Dated 10/03/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85394963	10/03/2014	SIERRA SAFETY COMPANY INC	01-4300		32.41
85394964	10/03/2014	SOLON FIRE CONTROL	01-5800		533.82
85394965	10/03/2014	SUPER DUPER SCHOOL COMPANY	01-4300	423.09	
			Unpaid Sales Tax	29.51-	393.58
85394966	10/03/2014	TROXELL COMMUNICATIONS	01-4300		196.41
85394967	10/03/2014	WESTERN BLUE AN NWN COMPANY	01-4300		161.25
85394968	10/03/2014	YOLO COUNTY OFFICE OF ED.	01-5200		35.00
		Total Number of Checks	**79**		**64,399.59**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	68	41,685.27
11	Adult Education Fund	1	264.38
12	Child Development Fund	3	688.75
13	Cafeteria Fund	8	21,933.70
	Total Number of Checks	79	64,572.10
	Less Unpaid Sales Tax Liability		172.51-
	Net (Check Amount)		**64,399.59**

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.

5.2.16

Checks Dated 10/01/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85394282	10/01/2014	BANK OF AMERICA #4408	01-4300		373.56
			Total Number of Checks	1	**373.56**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	1	373.56
	Total Number of Checks	1	373.56
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		**373.56**

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.

5.2.17

Checks Dated 10/22/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85398066	10/22/2014	PACIFIC GAS & ELECTRIC CO	01-5510		113,926.54
85398067	10/22/2014	SPURR	01-5530		2,126.22
		Total Number of Checks		2	116,052.76

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	2	116,052.76
	Total Number of Checks	2	116,052.76
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		116,052.76

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.

5.2.18

Checks Dated 10/24/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85398736	10/24/2014	Christy L. Aday	01-4300		140.95
85398737	10/24/2014	Beverly S. Berkley	01-4300		25.79
85398738	10/24/2014	Jennifer A. Chandler	01-4300		13.85
85398739	10/24/2014	Lynne D. Emmerling	01-4300		35.48
85398740	10/24/2014	Sandra B. Hackbarth	01-4300		96.10
85398741	10/24/2014	Karen A. Roberts	01-4300		36.00
85398742	10/24/2014	ADD SOME CLASS	01-5800		485.00
85398743	10/24/2014	ALL AWARDS	01-4300		425.17
85398744	10/24/2014	APPLE INC.	01-4400		1,000.00
85398745	10/24/2014	ATHLETICS UNLIMITED	01-4300		594.49
85398746	10/24/2014	BANK OF AMERICA #2696	01-4300	150.00	
			01-5200	172.20	322.20
85398747	10/24/2014	BRODART CO.	01-4300		24.05
85398748	10/24/2014	CALTRONICS BUSINESS SYSTEMS	01-5600		400.90
85398749	10/24/2014	CARNEGIE LEARNING, INC.	01-4300		62.68
85398750	10/24/2014	FOLLETT LIBRARY RESOURCES	01-4300		65.55
85398751	10/24/2014	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		147.88
85398752	10/24/2014	LAKESHORE LEARNING MATERIALS	01-4300	83.25	
			11-4300	37.23	120.48
85398753	10/24/2014	LOWE'S	01-4300	359.67	
			21-4300	2.15	361.82
85398754	10/24/2014	MOORE EDUCATIONAL RESOURCES	01-4300		36.50
85398755	10/24/2014	PRINT TO MAIL	01-4300	29.51	
			01-4400	178.32	
			01-5800	22.42	230.25
85398756	10/24/2014	REALLY GOOD STUFF	01-4300	161.00	
			Unpaid Sales Tax	9.85-	151.15
85398757	10/24/2014	RENAISSANCE LEARNING INC.	01-4300		28.60
85398758	10/24/2014	SCHOLASTIC MAGAZINE	01-4300		1,402.34
85398759	10/24/2014	SCHOOL MATE	01-4300	1,214.75	
			Unpaid Sales Tax	84.75-	1,130.00
85398760	10/24/2014	SCHOOL SPECIALTY INC	01-4300		273.21
85398761	10/24/2014	SCHOOLMASTERS SAFETY	01-4300	70.97	
			Unpaid Sales Tax	4.28-	66.69
85398762	10/24/2014	TROXELL COMMUNICATIONS	01-4300	3,995.83	
			01-4400	1,546.89	5,542.72
85398763	10/24/2014	WESTERN BLUE AN NWN COMPANY	01-4300		670.12
85398764	10/24/2014	WOODWIND & BRASSWIND	01-4300		23.63
85398765	10/24/2014	CITY OF LINCOLN	01-5540	5,144.88	
			01-5550	5,911.18	
			01-5570	27,011.11	38,067.17
85398766	10/24/2014	PACIFIC GAS & ELECTRIC CO	01-5510		22,414.66
85398767	10/24/2014	Carrie L. Carlson	01-5200		12.25
85398768	10/24/2014	Jina S. Martelle	01-5200	132.75	
			11-5200	12.32	145.07
85398769	10/24/2014	Melissa A. Ramirez	01-5200		28.00
85398770	10/24/2014	ADVANCED INTEGRATED PEST	01-5800		1,135.00

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.

5.2.19

Checks Dated 10/24/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85398771	10/24/2014	AIRGAS	01-4300		21.60
85398772	10/24/2014	APPLE INC.	01-4300	832.95	
			01-4400	1,663.86	2,496.81
85398773	10/24/2014	BANK OF AMERICA #4408	01-4300	10.62	
			01-5300	210.00	
			01-5600	79.99	300.61
85398774	10/24/2014	CAPITOL PUBLIC FINANCE GROUP	21-5800		5,700.00
85398775	10/24/2014	CB&I INC.	01-4400	667.89	
			Unpaid Sales Tax	44.85-	623.04
85398776	10/24/2014	CDW GOVERNMENT INC	01-4300		43.80
85398777	10/24/2014	CITRUS HEIGHTS SAW & MOWER	01-4365		506.81
85398778	10/24/2014	DEPT. OF INDUSTRIAL RELATIONS	01-5800		125.00
85398779	10/24/2014	FAR WEST RENTS & READY MIX	01-5600		254.49
85398780	10/24/2014	FOLLETT EDUCATIONAL SERVICES	01-4100		83,330.62
85398781	10/24/2014	FOLLETT SOFTWARE COMPANY	01-5800		3,175.90
85398782	10/24/2014	FUN AND FUNCTION	01-4300	723.94	
			Unpaid Sales Tax	45.05-	678.89
85398783	10/24/2014	GRAINGER .	01-4300		100.73
85398784	10/24/2014	GRAYBAR ELECTRIC COMPANY INC	01-4300		305.92
85398785	10/24/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		21.49
85398786	10/24/2014	JOHN DEERE LANDSCAPES	01-4300		64.52
85398787	10/24/2014	KEVIN BRACY - DBA LIFE CHANGERS INTL.	01-5800		5,000.00
85398788	10/24/2014	LAW OFFICE OF ROBERTA S. SAVAGE	01-5800		4,100.00
85398789	10/24/2014	LOZANO SMITH, LLP	01-5810		1,181.50
85398790	10/24/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		913.00
85398791	10/24/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		1,482.55
85398792	10/24/2014	MEDISCAN, INC.	01-5800		3,000.00
85398793	10/24/2014	NORMAC	01-4300		243.66
85398794	10/24/2014	OFFICE DEPOT	01-4300		35.91
85398795	10/24/2014	PCOE - PLACER CO OFFICE OF ED	01-9200	582,544.98-	
			01-9500	1,756,235.00	1,173,690.02
85398796	10/24/2014	PEARSON - PSYCHOLOGICAL CORP.	01-4300		4,839.10
85398797	10/24/2014	PEARSON EDUCATION	01-4100		36,350.81
85398798	10/24/2014	PLATT ELECTRIC SUPPLY, INC.	01-4300		406.34
85398799	10/24/2014	PRO-ED	01-4300	605.00	
			Unpaid Sales Tax	38.61-	566.39
85398800	10/24/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	891.08	
			01-7438	19.98	
			01-7439	423.02	1,334.08
85398801	10/24/2014	SCHOOL SPECIALTY INC	01-4300		9.13
85398802	10/24/2014	STATE OF CALIF DEPT OF REHAB	11-8290		23,360.00
85398803	10/24/2014	VALLEY ROCK LANDSCAPE MTRL INC	01-4300		2,316.63
85398804	10/24/2014	WESTERN BLUE AN NWN COMPANY	01-4400		1,771.38
85398805	10/24/2014	WILCO SUPPLY	01-4300		219.73
85398806	10/24/2014	Linda S. Lucas	01-4300		100.05

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

5.2.20

Checks Dated 10/24/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85398807	10/24/2014	Lauren M. Quinn	01-5200		184.80
85398808	10/24/2014	"DANIELSEN COMPANY, THE"	13-4380	200.12	
			13-4710	2,983.31	
			Unpaid Sales Tax	4.05-	3,179.38
85398809	10/24/2014	BIG TRAY	13-4400		3,174.50
85398810	10/24/2014	CROWN DISTRIBUTING INC.	13-4380		1,166.51
85398811	10/24/2014	ED JONES FOOD SERVICE	13-4710		5,666.98
85398812	10/24/2014	FRY'S ELECTRONICS	01-4300		397.57
85398813	10/24/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		150.00
85398814	10/24/2014	PIZZA GUYS	13-4710		1,414.02
85398815	10/24/2014	PROPACIFIC FRESH	13-4710		427.78
85398816	10/24/2014	SAFEWAY INC	01-4300		850.07
85398817	10/24/2014	SARA LEE	13-4710		563.71
85398818	10/24/2014	SCHOOL SPECIALTY INC	01-4300		583.31
85398819	10/24/2014	VENDMART OF SACRAMENTO	13-4710		1,403.61
		Total Number of Checks		**84**	**1,453,548.50**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	73	1,407,517.70
11	Adult Education Fund	3	23,409.55
13	Cafeteria Fund	9	17,150.54
21	Building Fund #1	2	5,702.15
	Total Number of Checks	84	1,453,779.94
	Less Unpaid Sales Tax Liability		231.44-
	Net (Check Amount)		**1,453,548.50**

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.

5.2.21

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:
Ryan Davis
Assistant Superintendent, Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
November 18, 2014

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

November 18, 2014

CLASSIFIED/MANAGEMENT

TRANSFERS

1. Name: Brooke Crosthwaite
   Position: Business/Personnel Admin Asst.
   Site: District Office
   Salary: Conf, Step 1
   Days: 12 Months/Year
   Effective: 11/12/14

ADDITIONAL POSITIONS

1. Name: Katherine Mohay
   Position: Instructional Aide.
   Salary: CSEA, Range 15, Step A
   Hours: 1 Hours/Day
   Days: 10 Months/Year

   Effective: 11/5/14
   Site: Foskett Ranch Elementary
   Replacement

RESIGNATIONS

1. Name: Karen Elmquist
   Position: Bus Driver
   Site: Transportation
   Hours: 4.96 Hours/Day
   Effective: 11/7/14

2. Name: Jessica Olsen
   Position: Campus/Café Supervisor
   Site: Glen Edwards Middle School
   Hours: 5.40 Hours/Day
   Effective: 11/28/14

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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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:
Student Discipline
Stipulated Expulsion Students
#14/15- C, D, E, & F

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action to approve the Stipulated Expulsion for Students; #14-15 - C, D, E, & F as agreed upon between Parents and District Staff.

RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Stipulated Expulsion.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Overnight Field Trips

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan KC

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Student Fees/School Funds

MEETING DATE:
November 18, 2014

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 on trips for which approval is being sought is attached.

RECOMMENDATION:
Approve the enclosed Overnight Field Trip requests.

2014-2015 Overnight Field Trips

SCHOOL SITE(S): CREEKSIDE OAKS ELEMENTARY SCHOOL

FIELD TRIP:	Creekside Oaks 5th grade PEEC Fort Bragg Trip
BRIEF DESCRIPTION: (citing educational purpose)	Hands-on study of plants and animals in their actual biomes and habitats. Extend students' understanding of weather, water cycle, tides, and how these factors affect organisms within the habitats. Field study to the tide pools, sand dunes, estuaries, coastal headland, redwoods, and pygmy forest.
DATES:	May 18-22, 2015
LOCATION(S):	Fort Bragg, CA
LODGING ACCOMMODATIONS:	Pacific Environmental Education Center, MacKerricher State Park
PERSON(S) COORDINATING:	Margi Avery, Greg Turner, Jenna Nohel
STUDENTS PARTICIPATING:	Approximately 80 students

SCHOOL SITE(S): LINCOLN CROSSING ELEMENTARY SCHOOL

FIELD TRIP:	Pacific Environmental Education Center (PEEC) http://peec.mcn.org/Home.html
BRIEF DESCRIPTION: (citing educational purpose)	PEEC Curriculum Goals (from their website): • Develop within students an environmental ethic and a respect for the world in which they live. • Provide an opportunity for a hands-on approach to learning in the natural environment. • Provide students an opportunity to conduct field research. • Instill the value of conserving natural resources and the use of alternative energy sources. • Promote the preservation of unique lands and protection of their resources for future generations. • Encourage an appreciation of and respect for diverse human cultures.
DATES:	May 12-15, 2015 and May 26-29, 2015
LOCATION(S):	MacKerricher State Park (north of Fort Bragg, Ca)
LODGING ACCOMMODATIONS:	Tents/Cabins
PERSON(S) COORDINATING:	Jennifer Wright & Laura Sliepen
STUDENTS PARTICIPATING:	Estimating about 90 fifth grade students (60 the first session, 40 the second)

2014-2015 Overnight Field Trips

SCHOOL SITE(S): LINCOLN HIGH SCHOOL

FIELD TRIP:	FFA Made for Excellence Conference
BRIEF DESCRIPTION: (citing educational purpose)	The students attending this trip will continue to learn what the FFA can offer them; they will interact with students from other schools and gain valuable leadership skills.
DATES:	January 25-26, 2015
LOCATION(S):	Monterey, CA
LODGING ACCOMMODATIONS:	Hotel - TBD
PERSON(S) COORDINATING:	Cassandra Walker
STUDENTS PARTICIPATING:	7-10

FIELD TRIP:	FFA Advanced Leadership Academy
BRIEF DESCRIPTION: (citing educational purpose)	The students attending this trip will continue to learn what the FFA can offer them. They will interact with students from other schools and gain valuable leadership skills. They will also learn how to better serve their community.
DATES:	January 25-26, 2015
LOCATION(S):	Monterey, CA
LODGING ACCOMMODATIONS:	Hotel - TBD
PERSON(S) COORDINATING:	Mike Trueblood
STUDENTS PARTICIPATING:	7

FIELD TRIP:	FFA State Convention
BRIEF DESCRIPTION: (citing educational purpose)	The students attending this trip will continue to learn what the FFA can offer them. They will interact with students from other schools, listen to motivational speakers and gain valuable leadership skills. They will also attend a career show and be able to learn about many agricultural colleges. They will serve as committee members, discussing and voting on CA FFA and agricultural related issues.
DATES:	April 18-21, 2015
LOCATION(S):	Fresno, CA
LODGING ACCOMMODATIONS:	Hotel - TBD
PERSON(S) COORDINATING:	Mike Trueblood, Cassandra Walker
STUDENTS PARTICIPATING:	15-20

FIELD TRIP:	LHS Farm Camping Trip
BRIEF DESCRIPTION: (citing educational purpose)	Independent Living Program has been invited to scientifically calculate, identify, and quantity farm animals including fowl on the LHS Farm and to build recreational skills which support Independent living skills.
DATES:	May 2015 weekend/ weather permitting
LOCATION(S):	LHS Farm
LODGING ACCOMMODATIONS:	Tents
PERSON(S) COORDINATING:	Clelia Jocoy and Ag Teachers with parent helpers
STUDENTS PARTICIPATING:	Approximately 10 - 14 students will participate

2014-2015 Overnight Field Trips

FIELD TRIP:	Every 15 Minutes Retreat
BRIEF DESCRIPTION: (citing educational purpose)	Students participating in the Every 15 Minutes program will attend the retreat to receive additional support, training, and a workshop.
DATES:	May 2015
LOCATION(S):	TBD
LODGING ACCOMMODATIONS:	TBD
PERSON(S) COORDINATING:	Amanda Wyatt-Retallack / Mike Maul
STUDENTS PARTICIPATING:	Approximately 20-25

SCHOOL SITE(S): TWELVE BRIDGES ELEMENTARY SCHOOL

FIELD TRIP:	5th Grade Outdoor Education Trip to Shady Creek
BRIEF DESCRIPTION: (citing educational purpose)	Environmental Education
DATES:	February 24-27, 2015
LOCATION(S):	Shady Creek Outdoor School – Sutter County
LODGING ACCOMMODATIONS:	Cabins/Sleeping Quarters
PERSON(S) COORDINATING:	Rey Cubias/Karen Villa
STUDENTS PARTICIPATING:	ALL interested TBES 5th Graders

SCHOOL SITE(S): TWELVE BRIDGES MIDDLE SCHOOL

FIELD TRIP:	CADA Conference
BRIEF DESCRIPTION: (citing educational purpose)	Annual statewide conference hosted by the California Association of Activities Directors (CADA) for the purpose of student leaders coming together to network, learn, exchange, and set goals. Benefits ASB/student leaders as well as the entire student population and school culture.
DATES:	March 26-28, 2015
LOCATION(S):	Double Tree Hotel, San Jose
LODGING ACCOMMODATIONS:	Double Tree Hotel
PERSON(S) COORDINATING:	Mark Weber, TBMS Leadership Teacher
STUDENTS PARTICIPATING:	10-20 anticipated; TBD

2014-2015 Overnight Field Trips

SCHOOL SITE(S): GLEN EDWARDS MIDDLE SCHOOL, TWELVE BRIDGES MIDDLE SCHOOL, & LINCOLN HIGH SCHOOL

FIELD TRIP:	LHS/GEMS/TBMS Bands Southern California Trip
BRIEF DESCRIPTION: (citing educational purpose)	Members of the High School and Middle School bands will travel together to Southern California to participate in a Disney Youth Program recording workshop. Instrumental students experience a working recording studio, where professional Clinicians present sight-reading techniques, performance concepts, and the entire process for laying down music tracks. Taught by industry composers, arrangers, conductors, or studio musicians, the 90-minute workshop culminates with a reveal of the students' hard work - a screening of their recorded score, set to the original Disney film footage Meets State Music Standards: ○ Perform on instruments, alone and with others, a varied repertoire of music. ○ Read and notate music. ○ Listen to, analyze and describe music. ○ Evaluate music and musical performances. ○ Gain an understanding of the relationships between music, other arts and disciplines. ○ Examine music in relation to history and culture.
DATES:	March 26-29, 2015
LOCATION(S):	Anaheim
LODGING ACCOMMODATIONS:	Sheraton Cerritos Hotel, 12725 Center Court Drive, Cerritos CA, 90703 – Students four to a room (high school students and middle school students in different rooms), Chaperons two to a room
PERSON(S) COORDINATING:	Nathan Brown (TBMS), Albert Medina (GEMS), and David Hill (LHS) Music Teachers/Band Directors
STUDENTS PARTICIPATING:	110 students (47 from LHS, 24 from GEMS, 39 from TBMS),

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Ratification of Contract with
Total Educational Systems Support (TESS)
for Administrator Training

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan KC

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Staff Development

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:
The attached contract is with Total Educational Systems Support (TESS) for administrator training on brain based direct instruction. The training will be held on November 6, 2014

RECOMMENDATION:
Administration recommends that the Board ratify the contract proposal agreement between TESS and Western Placer Unified School District.

TESS
TOTAL EDUCATIONAL SYSTEMS SUPPORT

TO: Kerry Callahan
Assistant Superintendent, Western Placer Unified School District

FROM: Gene Tavernetti, Ed. D.
Carin Contreras
TESS Consulting Group

RE: Contract to Provide Administrator Training

DATE: October 20, 2014

Cost and Scope of Services[1]

Service	Target Group	Date	Cost	Consultant
Introductory Administrator Training-First Instruction	Admin	Nov. 6 TB Conf.	$2,700	Tavernetti/TESS Consultants
Electronic Consultations	Consultants provide clarification on implementation questions electronically/conference calls		Included	TESS Team
		Total	$2,700	

Total Cost to Provide Brain Based Direct Instruction Services: $2,700

The agreement may be terminated by either party notifying the other at least thirty (30) days prior to the date of termination. If the school district terminates the contract and any scheduled contract dates are within ten (10) days of the date of notification, the consultant will bill for expenses incurred.

The consultant is an independent contractor hired to provide the service specified herein. The consultant shall provide labor, materials and equipment to carry out the terms of the agreement. In the performance of the work herein, the consultant has the authority to direct the performance of the details of the work.

The cost for these services will be $2,700, expenses included. Please sign the original contracts. Keep one and return one to TESS Consulting Group. Contract entered into by:

Gene T 10/20/14 — 10/20/14

TESS Signature Date Western Placer USD Signature

[1] All prices quoted include all expenses that may be incurred by TESS in the performance of this contract.

Phone 559.432.1261 Fax 559.432.1585
1656 W. Escalon Ave Fresno, CA 93711
www.tesscg.com

5.6.1

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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4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Ratification of Contract with Amador Stage Lines - Transportation Services – High School and Middle Schools Band – March 29, 2015

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund – School Site Funds / ASB / Donations

MEETING DATE:

November 18, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for transportation services with Amador Stage Lines for band students and teachers of Lincoln High School, Glen Edwards Middle School and Twelve Bridges Middle School for a District sponsored field trip to the Disneyland - Anaheim n March 29, 2015 for the purpose for a band competition/presentation. The services will be funded with school site funds, student body funds and donations.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between Amador Stage Lines and Western Placer Unified School District.

AMADOR STAGE LINES
"We're Going Places"
Trailways

P.O. BOX 15707
Sacramento, CA 95852
Phone: 916-444-7880 Fax: 916-444-7169 Toll Free 800-446-2928
www.amadorstagelines.com info@amadorstagelines.com

Charter Quote

Date: 10/08/14
Quote No. : 53295

DAVID HILL
LINCOLN HS
790 "J" STREET
LINCOLN, CA 95648

Phone:
Fax: 916 645-6349
Order Date 10/08/14

SalesRep: Kerry Murphy

This quote is an estimate based on the information provided. Changes are made on actual services provided. To ensure you receive the rates used for this quote you must return a signed copy of this confirmation to book the charter within 30 days.
Once booked Full payment is due 14 days prior to departure. Otherwise the charter may be cancelled without notice. To avoid a cancellation fee of $339.00 per coach, we must be given a 14 day notice. Personal effects, musical instruments, athletic equipment, baggage, other articles and paraphernalia which are for the wear, use or convenience of the owner will be transported at owner's risk, at no additional charge. Price is based on information as shown. Any time or mileage changes will be charged accordingly. A VALID CREDIT CARD IS REQUIRED AND WILL BE CHARGED FOR ANY EXCESS TIME OR MILEAGE.While Amador makes every effort to be on time we will not be liable for delays and do not guarantee to arrive at or depart at a specific time.Group is responsible for tolls & parking fees upon arrival.
If your trip requires the driver to obtain at least eight hours of rest per DOT regulations, then it is the responsibility of the chartering group to reserve and pay for suitable lodging..

Group Name: BAND DEPARTMENT
Group Leader: DAVID HILL
Destination:
Leave Date: Thursday, March 26, 2015
Spot Time: 6:00 am
Leave Time: 6:00 am
Pickup Location: 790 "J" ST. (LINCOLN HIGH SCHOOL) LINCOLN,CA

Coaches: 3
Equipment: 3/BUSES
Division: SAC
Return Date: Sunday, March 29, 2015
Retn\Drop Time: 7:00 pm
Destination Details: DISNEYLAND CALIFORNIA ADVENTURE 1313 S DISNEYLAND DR. ANAHEIM,CA

Description	# Coaches	Qty	Rate	Charge
Midseason Sacramento Day Rate	3	3.00	$1,380.00	$12,420.00
California PUC Tax at 1%	3	0.01	$5,239.50	$157.19
SPAB Surcharge	3	3.00	$40.00	$360.00
Midseason Additional Hourly Charge	3	13.00	$69.00	$2,691.00
Midseason Deadhead Mileage Charge	3	54.00	$3.75	$607.50
FUEL SURCHARGE	3	1.00	$233.00	$699.00

Transport Charge: $16,934.69

5.7.1

AMADOR STAGE LINES
"We're Going Places"
Trailways

P.O. BOX 15707
Sacramento, CA 95852

Phone: 916-444-7880 Fax: 916-444-7169 Toll Free 800-446-2928
www.amadorstagelines.com info@amadorstagelines.com

Charter Quote

Date: 10/08/14
Quote No. : 53295

Your signature below acknowledges that you have read this contract and hereby understand and agree to the terms and stipulations stated.

Charter Party Signature Date

Kerry Murphy
Sales Rep

5.7.2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2014

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

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

PRODUCER	CONTACT NAME: VICKI CARVER
SHRIVER INSURANCE AGENCY 340 W. BUTTERFIELD ROAD SUITE 2B ELMHURST, IL 60126 PHONE: (630) 833-0480 FAX: (630) 833-0876	PHONE (A/C, No, Ext): 630-833-0480 FAX (A/C, No): 630-833-0876 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PROTECTIVE INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: AMADOR STAGE LINES, INC.
1331 C STREET
SACRAMENTO, CA 95814

COVERAGES **CERTIFICATE NUMBER:** 101464 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			TD000046	2/1/14	2/1/16	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			TD000046	2/1/14	2/1/16	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WB8679	2/1/14	2/1/15	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS OPERATIONS OF NAMED INSURED, BUT ONLY FOR CLAIMS OR SUITS ARISING OUT OF THE SOLE NEGLIGENCE OF NAMED INSURED, ITS AGENTS OR EMPLOYEES.

CERTIFICATE HOLDER

WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 FIFTH STREET
SUITE 400
LINCOLN CA 95648

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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5.7.3

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract with Starstruck Showcase - Carlin C Coppin Elementary Enrichment Program

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Carlin C Coppin – Categorical Funds

MEETING DATE:

November 18, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Starstruck Showcase for an enrichment program at Carlin C. Coppin Elementary School In From January2015 through February 2015. The services will be funded with school site categorical funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between Starstruck Showcase and Western Placer Unified School District.

Starstruck Showcase

Hello Carlin C Coppin Elementary -

Here is your contract for this school season, 2014 - 2015 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:

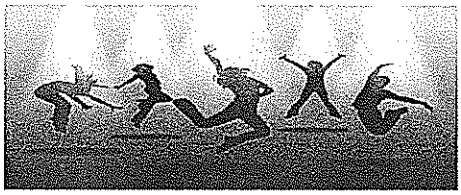
Week of Jan. 12th (Tues. Jan. 13th and Thurs. Jan. 15th)
Week of Jan. 19th (Tues. Jan. 20th and Thurs. Jan. 22nd)
Week of Jan. 26th (Tues. Jan. 27th and Thurs. Jan. 29th)
Week of Feb. 2nd (Tues. Feb. 3rd and Thurs. Feb. 5th)
Week of Feb. 9th (Tues. Feb. 10th and Thurs. Feb. 12th)
Week of Feb. 16th - Show Week (Tues. Feb. 17th and Thurs. Feb. 19th)

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. I can't wait to work with you.

Sincerely, Carrie Pereira

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



5.8.1

your copy

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

Carlin C Coppin | 645-1051
Name of School | Phone #
150 E 12th St.
Address
Lincoln, Ca. 95648
City, State, Zip Code

2. ***Start Date:*** Jan. 13th
3. ***End Date:*** Feb. 19th
4. ***Teaching Days:*** Tues. & Thurs.
5. ***Show Dates:*** Feb. 17th & Feb. 19th
6. ***Number of Students expected to participate:*** UNSURE
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?*** VERY LIKELY
8. ***Fee: The agreed to fee is:*** $3,500.00 **(Fee needs to be paid two 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 1-8-14
Carrie L. Pereira | Date

[signature] 11 APR 14
School Representative | Date

11/6/14
Asst Supt of Business Svs and Operations

5.8.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Ratification of Contract with Rainforth Grau Architects for Professional Services related to District Office Data Room HVAC Replacement

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick, Assistant Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 21

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

This professional services agreement is for architectural services related to the Board approved project of District Office Data Room HVAC Replacement.

The agreement is for a not to exceed fee of $7,500.00, and includes work based on the scope outlined in the SEED, Inc. report for the data room.

This work is per the Joint Use Agreement Addendum with the City of Lincoln that has also been Board of Trustees approved.

RECOMMENDATION:

Board of Trustees ratify services agreement with Rainforth Grau Architects for services related to the District Office Data Room HVAC Replacement.

AGREEMENT BETWEEN CLIENT AND ARCHITECT

FOR CALIFORNIA SCHOOL PROJECTS

This AGREEMENT, made in 2 copies on the 16th day of October, 2014, by and Between the Western Placer Unified School District of Placer County, California, hereinafter called the CLIENT and Michael Rainforth ▪ Jeffrey Grau ▪ Architects, A Professional Corporation, hereinafter called the ARCHITECT.

For the Following PROJECT:

14-1182 WPUSD Data Room HVAC.
This project will have the City of Lincoln as the approval agency.

NOW THEREFORE, The Client and Architect agree as follows:

1. BASIC SERVICES OF THE ARCHITECT:

   A. Bidding Phase

      (1) The Architect shall assist the Client in obtaining through a low bid process a contractor for the Data Room HVAC replacement.

   B. Construction Phase

      (1) The Architect shall provide technical direction to the Client, as required by applicable law.

      (2) The Architect will endeavor to secure compliance by contractors with the contract requirements, but he does not guarantee the performance of their contracts.

      (3) The Architect shall: provide general administration of the construction contracts, including periodic visits at the site, as he deems necessary to render architectural observation, make regular reports, keep the Client informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment and prepare change orders for written approval of the Client; examine contractors' applications for payments; issue certificates for payment in amounts approved by the Architect; determine date of substantial completion; make final review and evaluation of the project; review written guarantees, instruction books, diagrams, and charts required of the contractors; and issue the Notice of Completion to the District and final certificate for payment.

2. EMPLOYEES AND CONSULTANTS

5.9.1

The Architect is not utilizing any consultants as part of the basic professional services. The agreement for the mechanical engineer, properly skilled in the various aspects of the design and construction of facilities is under a separate contract with the Client.

3. THE CLIENT'S RESPONSIBILITIES

A. The Client shall furnish all inspection services.

B. The Client shall furnish environmental investigations, studies and reports and abatement reports.

C. The Client shall furnish all legal advice and services required for the project.

D. The Client shall notify the Architect of administrative procedures required and name a representative authorized to act in its behalf. The Client shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project. The Client shall observe the procedure of issuing any orders to contractors only through the Architect.

E. During the Contractor's one year guarantee, the Client shall notify the Architect in writing of apparent deficiencies in material or workmanship.

4. ARCHITECTS COMPENSATION

The Architect agrees to perform professional services provided by this Agreement and the Client agrees to pay the Architect for such services compensation in the amount of:

The amount determined by the Architect's Fee Schedule "W" (attached) as applied to personnel hours of Architect's staff and such Reimbursable Expenses as noted on the Schedule with a Not to Exceed fee of $7,500.

5. PAYMENTS TO THE ARCHITECT

Payments on account of the agreed compensation in Article 4 shall be made upon presentation of Architect's monthly Invoice and Statement which will detail services rendered and expenses incurred by the Architect during the previous month's work. Payments to the Architect are due upon receipt and payable within 35 calendar days.

6. TERMINATION OF AGREEMENT

A. The Client may terminate the Agreement on thirty (30) days written notice to the Architect for any reason provided that the Architect is compensated for all services completed to date in accordance with Section 6. B.

B. In the event of such termination, the Client shall pay the Architect as full payment for all services performed and all expenses incurred under this agreement an amount the sum total of which bears the same ratio to the

total fee otherwise payable under this agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this agreement, plus any sums due the Architect for extra services agreed upon. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the Client or in the possession of the Architect. Notwithstanding any termination of the agreement or notice thereof, questions in dispute may be submitted to arbitration under the rules of American Arbitration Association and California state laws.

7. OWNERSHIP OF DOCUMENTS

The plans, specifications, and estimates shall be and remain the property of the Client, pursuant to Section 17316 of the Education Code.

8. ADDITIONAL SERVICES

When services not noted above are found necessary or desirable, Architect shall present a written proposal listing the specific additional services and fee associated therewith. Client's signature applied thereto will indicate acceptance of Architect's proposal for Additional Services.

9. LIMITATION OF LIABILITY

The Client agrees to limit the Architect's liability to the Client and all construction contractors and subcontractors on the Project arising from Architect's professional acts, errors or omissions, such that the total aggregate liability of Architect to all those named shall not exceed $50,000. The Architect shall carry insurance to protect himself from claims of professional errors and omissions during periods of construction and for three years after filing of the Notice of Completion, upon which time, Architects' liability shall cease.

The Architect/Engineer hereby states, and the Owner acknowledges, that the Architect/Engineer has no professional liability (errors and omissions) or other insurance, from claims arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement or removal of products, materials or processes containing asbestos and/or other hazardous waste materials. Accordingly, the Owner hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Architect/Engineer, his principals, employees, agents and consultants if such claim in any way would invoice the Architect's/Engineer's services for the investigation of or remedial work related to asbestos and/or other hazardous waste materials in the Project.

The Owner further agrees to defend, indemnify and hold the Architect/Engineer and his principals, employees, agents and consultants harmless from any such asbestos and/or other hazardous waste materials related claims that may be brought by third parties as a result of the services provided by the

Architect/Engineer pursuant to this Agreement excepting only such claims arising out of the sole negligence or willful misconduct of the Architect/Engineer.

10. ACCEPTANCE BY CLIENT

A. If this Agreement and Proposal are not accepted by the Client within 45 calendar days, the Architect may declare them void.

B. If the start of services are delayed more than 45 calendar days, through no fault of the Architect, the Architect may declare the Agreement and Proposal void or seek additional compensation.

C. If services are suspended for more than 30 calendar days, through no fault of the Architect, the Architect may seek additional compensation.

11. ADDITIONAL PROVISIONS

The following amendments and/or additions are made a part of this agreement and shall be given effect notwithstanding any other provision contained herein:

a. There are no additional provisions to this Agreement.

The Client and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the CLIENT and the ARCHITECT have executed this agreement the day and the year first above written.

ARCHITECT:
Timothy R. DeWitt
Rainforth ▪ Grau ▪ Architects
2407 J Street, Suite 202
Sacramento, CA 95816

CLIENT:
Western Placer Unified School District
Placer County
600 Sixth Street, Suite 400
Lincoln, CA 95648

I:\1182 wpusd data room hvac\1.02 owner\rga short form_wpusd data room hvac.docx

5.9.4

Michael RAINFORTH ▪ Jeffrey GRAU
ARCHITECTS

Architecture & Planning ▪

2407 J Street, Suite 202 ▪

Sacramento, CA 95816-4736 ▪

(916) 368-7990 ▪

FAX: (916) 368-7996 ▪

A Professional Corporation ▪

FEE SCHEDULE "W"
Effective July 22, 2013

Architectural:

Principal Architect	$	190.00/hour
Associate Architect	$	175.00/hour
Senior Architect	$	165.00/hour
Architect	$	160.00/hour
Project Manager	$	150.00/hour
Designer	$	130.00/hour
Job Captain	$	130.00/hour
Interior Designer	$	130.00/hour
Intern Graduate	$	95.00/hour
Clerical	$	85.00/hour

Consultants: Consultant Billing x 115%

Other: Vehicle use (mileage): No Charge

Zone or Long Distance phone calls: No Charge

Mailing: No charge EXCEPT for "special express handling" when requested or necessary, which is billed at cost.

Printing: No charges for "in-house" or consultants check prints. Agency prints, Owner/Owner's Representative prints, Bid Documents, Submittals/Shop Drawings, Record Drawings and request prints are billed at printing invoice x 115%.

Fees Advanced: All fees paid in advance by the Architect will include a $40.00 Processing and Handling Fee.

5.9.5

Michael RAINFORTH ▪ Jeffrey GRAU
ARCHITECTS

Architecture & Planning ▪

2407 J Street, Suite 202 ▪

Sacramento, CA 95816-4736 ▪

(916) 368-7990 ▪

FAX: (916) 368-7996 ▪

A Professional Corporation ▪

FEE SCHEDULE "W"
Effective July 22, 2013

Architectural:

Principal Architect	$	190.00/hour
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Intern Graduate	$	95.00/hour
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Other: Vehicle use (mileage): No Charge

Zone or Long Distance phone calls: No Charge

Mailing: No charge EXCEPT for "special express handling" when requested or necessary, which is billed at cost.

Printing: No charges for "in-house" or consultants check prints. Agency prints, Owner/Owner's Representative prints, Bid Documents, Submittals/Shop Drawings, Record Drawings and request prints are billed at printing invoice x 115%.

Fees Advanced: All fees paid in advance by the Architect will include a $40.00 Processing and Handling Fee.

5.9.6

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:
Library Advisory Committee

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Scott Leaman, Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The District is allowed five members on the Library Advisory Committee based on the Library Joint Use Agreement between the City of Lincoln, Sierra College, and the District. The Board is being asked to approve Brian Haley as a LAC representative for the Western Placer Unified School District.

RECOMMENDATION:

Approve Brian Haley as a district LAC representative.

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
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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:
2014-2015 Single Plans for Student Achievement

AGENDA ITEM AREA:
Action

REQUESTED BY:
Kerry Callahan

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

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

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

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

The Single Plan for Student Achievement

School:	Carlin C. Coppin Elementary School
CDS Code:	31669516085252
District:	Western Placer Unified School District
Principal:	Shamryn Cole
Revision Date:	October 31, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Shamryn Cole
Position:	Principal
Phone Number:	916.645.6350
Address:	150 E. 12th Street Lincoln, CA 95648-1825
E-mail Address:	scole@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on November 18, 2014.

8.1.1

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School Vision and Mission

Carlin C. Coppin Elementary School's Vision and Mission Statements
MISSION STATEMENT: As a community, we will provide a safe, engaging learning environment for children to learn critical thinking skills, and become responsible citizens and problem solvers in an ever-changing world.

VISION STATEMENT: Students, staff, parents/guardians, and the local community will recognize our excellence, and see our school as a desirable place to be enrolled. Unique opportunities available include a strong emphasis on a small school environment, science, technology, and the arts, in addition to a rigorous core academic curriculum. The education process will be structured to encourage parental involvement and enlist community support in the education of our children. Students, parents, faculty and administration will be held accountable for meeting established expectations. We will monitor each student's learning on a timely basis and provide additional time and support for learning until the student becomes proficient.

School Profile

Carlin C. Coppin Elementary School is located in the Western Placer Unified School District in the the city of Lincoln. The school serves Transitional Kindergarten through fifth grades; the enrollment is currently 396 , with two to three classes at each grade level. The ethnic makeup is as follows: 61% Caucasian, 29% Hispanic and 10% other. The Principal is Shamryn Cole. Scott Leaman is Western Placer Unified School District's Superintendent.

Parents play important roles at Carlin C. Coppin thorough their active participation and involvement in School Site Council (SSC), English Learner Advisory Council (ELAC), Parent Teachers Club (PTC), annual events and regular volunteering in classrooms. Parents support PTC activities such as family nights, school assemblies and purchases of new equipment and rewards. Parents also fully implement a monthly art docent program. Carlin C. Coppin is increasingly a focal point and source of pride for students and their parents.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The majority of parents support the school climate and believe the learning environment to be positive with staff exhibiting high expectations for student achievement. While academic instruction remains a primary focus, a holistic approach to learning is also valued by parents. They appreciate the arts, music and computer experiences their students have. While most parents express an appreciation for the various interventions we provide, comments have also been made about the need to focus on instruction for our gifted and talented students as well. Most parents support the Accelerated Reader program used at Carlin C. Coppin and appreciate the home school connection. Our Positive Behavior Intervention Support (PBIS) program has been perceived as very positive by most parents.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The school principal observes teachers both formally and informally. Teachers are formally evaluated every other year; however frequent walk throughs and informal visits are common. New teachers are formally observed three times each year.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program

Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   At the beginning of each new school year teachers review student performance data from past year's assessments with the intent of evaluating their instructional program from the prior year and establish new goals and objectives for the current year. This assists in both creating classroom lessons as well as immediately identifying any at-risk students that should be brought to the schoolwide intervention team.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   Teachers participate in weekly Professional Learning Community (PLCs) activities to collaborate and review current assessments, develop new goals, and share effective instructional practices. During these meetings teachers also use the data to create or modify their weekly intervention groups.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   All teachers are highly qualified as certified by Human Resources.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   All teachers are appropriately credentialed. Both the district and the county office offer ongoing professional development that teachers can take advantage of. Teachers have access to the core curriculum as well as supplementary materials needed to support instruction.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   All staff development opportunities are aligned with the district annual goals and Professional Development Plan as well as that of the school site and the assessed needs of the student.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   A district instructional coach is available to work with all teachers to support the district's Professional Development Plan, as are personnel from the county office.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

   All teachers participate in Professional Learning Communities and collaborate at least twice a month on early release days. Early release days occur every Monday as well as additional days throughout the year.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

   All subject areas, report cards and testing are aligned with California Common Core Content Standards. Assessments are aligned with District adopted curriculum. Classroom instruction is based on the standards.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

   Teachers develop weekly lesson plans, as well as some long term plans. Plans include the recommended instructional minutes in each of the curricular areas. Grades 1-3 allot 2 1/2 hours a day, grades 4-5, 2 hours for Language Arts and an hour a day for Math for all grade levels. Additionally, time is allotted for enrichment activities.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

    Grade level teacher representatives, along with District Office personnel have developed pacing guides to guide their daily, weekly, and monthly instruction. Common assessments also are developed to guide instruction. Time is also allotted for targeted intervention four days a week, called "Spotlight".

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

    Standards based textbooks and supplemental materials are available to every teacher and all students, both general education and special education.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

    All materials adopted and used by district teachers meet the requirements of the California Department of Education.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

    These services include: retired adults volunteering in classrooms, parent volunteers assisting in classrooms, district paid aide in Kindergarten to further support instruction, targeted intervention at all grade levels four days a week, mainstream and inclusion classes for special education students, cross age tutors, ongoing assessment and progress monitoring, bi-weekly meeting of site intervention team, regular meeting of Student Success Team

14. Research-based educational practices to raise student achievement

    Targeted intervention groups use Systematic Instruction in Phonemic Awareness (SIPPS), use of core novels, Read Naturally, district adopted math curriculum, and other RtI intervention activities. Teachers also use Accelerated Reader and additional computer based activities to support the curriculum. Teachers are trained in Explicit Direct Instruction strategies, as well.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

    Resources include: additional help from the STAR afterschool program, parent teacher conferences, parent volunteers in classroom, after school tutoring, use of instructional assistants in Kindergarten and special education classes, District provided prep time for teachers to allow for in depth planning, and collaboration time for teachers. There are also Intervention and Student Study Team meetings, Parent Teacher Conferences. The school district offers adult education English Learner programs. Lighthouse counseling center in Lincoln offers counseling and guidance services.

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

N/A

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Services include: Accelerated Reader, additional computer programs, supplemental materials and resources for staff. Special Ed funds assist with RSP and SDC, Speech and instructional materials. School and Library Improvement funds are used to support a variety of activities and materials, as are EIA and Title 1 funded services.

18. Fiscal support (EPC)

The site receives both state and federal monies.

Description of Barriers and Related School Goals

Several issues traditionally impede student achievement:
*school funding
*facility issues
*access to technology
*language barriers
*inadequate or poor study skills
* poor attendance patterns
*families unable to assist their students at home due to academic or scheduling issues
*communication

8.1.6

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	248	251		170	162		0	0		0	0	
Growth API	846	831		863	862							
Base API	822	846		858	864							
Target	A	A		A	A							
Growth	24	-15		5	-2							
Met Target	Yes	Yes		Yes	Yes							

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	63	72		32	33		110	100		50	57	
Growth API	817	782		798	731		803	778		739	671	
Base API	768	813		738	789		768	801		706	737	
Target	5	A					5	A				
Growth	49	-31					35	-23				
Met Target	Yes	No					Yes	No				

Conclusions based on this data:

1. Overall growth by all students and the white population has remained fairly constant over the past three years.
2. There is a significant decline in the number of students scoring proficient in both the Hispanic and the Socioeconomically Disadvantaged populations.

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		--			--		
Number At or Above Proficient	163	158		119	109		--			--		
Percent At or Above Proficient	65.7	62.9		70.0	67.3		--	--		--	--	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	Yes	No		Yes	No		--	--		--	--	

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	35	41		15	16		58	50		26	20	
Percent At or Above Proficient	55.6	56.9		46.9	48.5		52.7	50.0		52.0	35.1	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	Yes	Yes		--	--		Yes	No		--	No	

Conclusions based on this data:

1. The Hispanic and English Learner populations have continued to incrementally make progress in English Language Arts.
2. A decline is seen overall in the other subgroups, with Students With Disabilities showing a significant decrease in prgress.
3. For 2014, only high schools and high school local educational agencies (LEAs) that enrolled students in grades nine, ten, eleven, and/or twelve on Fall Census Day in October 2013 will receive an AYP Report.

   Because students in grades three through eight participated in the Smarter Balanced Field Test during the 2013–14 academic year, the U.S. Department of Education approved a determination waiver for California which exempts elementary schools, middle schools, elementary school districts, and unified school districts from receiving a 2014 AYP Report.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		--			--		
Number At or Above Proficient	171	173		120	124		--			--		
Percent At or Above Proficient	69.0	68.9		70.6	76.5		--	--		--	--	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	Yes	No		No	Yes		--	--		--	--	

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	42	41		20	17		62	58		25	24	
Percent At or Above Proficient	66.7	56.9		62.5	51.5		56.4	58.0		50.0	42.1	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	Yes	No		--	--		Yes	Yes		--	No	

Conclusions based on this data:

1. Significant declines are seen in the Hispanic, English Learners and Students with Disabilities subgroups..
2. Some groups did make progress, of note, the White and Socioeconomically Disadvantaged sub groups.
3. For 2014, only high schools and high school local educational agencies (LEAs) that enrolled students in grades nine, ten, eleven, and/or twelve on Fall Census Day in October 2013 will receive an AYP Report.

   Because students in grades three through eight participated in the Smarter Balanced Field Test during the 2013–14 academic year, the U.S. Department of Education approved a determination waiver for California which exempts elementary schools, middle schools, elementary school districts, and unified school districts from receiving a 2014 AYP Report.

8.1.9

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
K									**********	***	********
1			1	25	1	25	2	50			4
2	1	11	2	22	3	33	2	22	1	11	9
3			3	43	3	43			1	14	7
4					3	60	1	20	1	20	5
5			3	60	2	40					5
Total	1	3	9	29	12	39	5	16	4	13	31

Conclusions based on this data:

1. Kindergartners and first graders scored primarily in the beginning and early immediate ranges. Implications for this include the need for targeted EL instruction.

8.1.10

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	40	40	31
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	40	40	31
Number Met	26	25	16
Percent Met	65.0%	62.5%	51.6%
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	46	2	38	8	35	5
Number Met	13	--	8	--	7	--
Percent Met	28.3%	--	21.1%	--	20.0%	--
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	*	No	*	No	--

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	--	--	
Met Percent Proficient or Above	--	--	
Mathematics			
Met Participation Rate	--	--	
Met Percent Proficient or Above	--	--	

Conclusions based on this data:

1. Growth is evident; however the need for structured EL instruction remains high.

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1.

8.1.12

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Language Arts
LCAP GOAL:
LCAP Goal 1, 2 and 4
LEA GOAL:
LEAP Goal 1 and 5
SCHOOL GOAL #1:
All students will reach high standards in Literacy (ELA)
Data Used to Form this Goal:
No current (comprehensive) data available; State baseline data will be available in spring 2015 after first administration of SBAC
Findings from the Analysis of this Data:
NA
How the School will Evaluate the Progress of this Goal:
local and state assessment results

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of Instruction with CA Common Core Content Standards: * All instructional supplies and material purchased will be related to approved content standards and curriculum. * Lesson plans are developed to align with CA Common Core content standards. * Benchmarks for achievement are developed to align with CA CC content standards and are designed	2014/2015 School Year	All Staff	Instructional aide	2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	8,900

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
to be used as a gauge for measuring student progress. *Additional instructional support provided to students to ensure effective implementation of CC content standards.						
Improvement of Instructional Strategies/Materials: *Staff will attend various workshops and staff development activities *Ongoing purchases of library and instructional materials *Supplemental materials will be purchased to support and enrich core curriculum on an as needed basis	2014/2015 School Year	All Staff	*Conference, sub fees	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	5,000
			*Library, technology, and instructional materials materials, mobile Chrome book lab	4000-4999: Books And Supplies	LCFF–Supplemental	30779.10
			*Supplementary materials as needed Program Implementation	4000-4999: Books And Supplies	LCFF–Supplemental	5,563
Extended Learning Time: * Students participate in intervention or enrichment programs	2014/2015 School Year	All Staff	* Additional support personnel, Instructional support providers	2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	26,500
			* Supplementary materials as needed	4000-4999: Books And Supplies	Title I Part A: Allocation	500
Staff Development: * Staff will participate in monthly professional development meetings * Staff will attend workshops and professional development opportunities as available	2014/2015 School Year	All Staff	* Conference and sub fees	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	5,000
Involvement of Parents/Community: * Website maintenance * Communication via PTC, SSC, ELAC * Special events involving school community	2014/2015 School Year	All Staff	* Trainings, supplies for Parent volunteers	4000-4999: Books And Supplies	Title I Part A: Allocation	100

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Monitoring Program Implementation: * Frequent and ongoing assessments * Use of OARS as assessment tools * Anecdotal observations * Use of ESGI assessment in Kindergarten * Use of SWIS as a data collection tool * Document Tracking	2014/2015 School Year	All Staff	* Renaissance Learning-ELA	4000-4999: Books And Supplies	LCFF–Supplemental	3,500
			*Supplementary material as needed	4000-4999: Books And Supplies	LCFF–Supplemental	825
			Document tracking	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	345
			Renaissance Learning-Math	4000-4999: Books And Supplies	Title I Part A: Allocation	800

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English Learners
LCAP GOAL:
LCAP Goal 1, 2 and 4
LEA GOAL:
LEAP Goal 1, 2 and 5
SCHOOL GOAL #2:
All English Learners will progress one language level as reflected on CELDT
Data Used to Form this Goal:
CELDT
Findings from the Analysis of this Data:
No data is currently available
How the School will Evaluate the Progress of this Goal:
Review individual CELDT scores and school-wide progress

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of Instruction with CA Common Core Content Standards: * All instructional supplies and material purchased will be related to approved content standards and curriculum. * Lesson plans are developed to align with CA CC. content standards. * Benchmarks for achievement are	2014/2015 School Year	All Staff	*Instructional aide to Assist English Learners and their Families	2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	21,400
			*Printing Costs	4000-4999: Books And Supplies	LCFF–Supplemental	500

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
developed to align with CA CC content standards and are designed to be used as a gauge for measuring a student progress.						
Improvement of Instructional Strategies/Materials: *Staff will attend various workshops and staff development activities *Ongoing purchases of library and instructional materials, as applicable *Supplemental materials will be purchased to support and enrich English Language Development program on an as needed basis	2014/2015 School Year	All Staff	*Conference, sub fees	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	5,000
			*Library, instructional and technology materials	4000-4999: Books And Supplies	LCFF–Supplemental	4,000
			*technology materials	4000-4999: Books And Supplies	Economic Impact Aid	9,000
Extended Learning Time: * Students participate in intervention or enrichment programs, as applicable	2014/2015 School Year	All Staff	* Additional support personnel	2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	0
			* Supplementary materials as needed	4000-4999: Books And Supplies	Title I Part A: Allocation	0
Staff Development: * Staff will participate in monthly professional development meetings, with English Language Development being addressed * Staff will attend workshops and professional development opportunities as available * Staff will participate in observations of other teachers as needed	2014/2015 School Year	All Staff	* Conference and sub fees	1000-1999: Certificated Personnel Salaries	None Specified	0
Involvement of Parents/Community: * Website maintenance * Communication via PTC, SSC, ELAC * Special events involving school community	2014/2015 School Year	All Staff	* Trainings, supplies for Parent volunteers	4000-4999: Books And Supplies	Title I Part A: Allocation	0

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Monitoring Program Implementation: * Frequent and ongoing assessments * Use of OARS as assessment tools * Anecdotal observations * Use of ESGI assessment in Kindergarten * Use of SWIS as a data collection tool	2014/2015 School Year	All Staff	* Renaissance Learning	4000-4999: Books And Supplies	None Specified	0
			* Supplementary material as needed	4000-4999: Books And Supplies	None Specified	0

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Behavior/School Climate/Attandance
LCAP GOAL:
LCAP Goal 5, 6
LEA GOAL:
Foster a safe, caring environment where individual differences are valued and respected
SCHOOL GOAL #3:
All students will feel supported at school and will receive instruction in a safe and well-maintained environment. Plans are made for assisting preschool children in the successful transition to the schoolwide program.
Data Used to Form this Goal:
Daily attendance tracking and student discipline data from SWIS
Findings from the Analysis of this Data:
Analysis of this data will assist in determining effectiveness of current practices.
How the School will Evaluate the Progress of this Goal:
Ongoing monitoring of attendance and discipline data as well as facility monitoring

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
• Perfect attendance recognition * Positive Behavior Recognition	2014/2015 School Year	Principal	Student Recognition Activities	4000-4999: Books And Supplies	Title I Part A: Allocation	2,000
Staff development and professional collaboration: • Attend training offered by the county or district related to improving student attendance	2014/2015 School Year	Principal and appropriate staff	conference and sub fees	1000-1999: Certificated Personnel Salaries	Economic Impact Aid	0

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
and behavior when available. PBIS training and program implementation * PLC meetings between preschool, TK and K teachers discussing current and incoming students as a means of ensuring support						
Involvement of staff, parents and community: • Weekly clearing of unverified absences each Friday • SARB/Attendance letter generated on a regular basis • SARB/Attendance letters sent on a regular basis • PLC review of students receiving letters	2014/2015 School Year	Clerk Clerk Principal All staff	printing costs and supplies	4000-4999: Books And Supplies		0
Monitoring Program Implementation: • Administration and staff will review monthly ADA percentages provided by the district to identify focus areas * Administration and staff will consistently review progress of new TK/K students as a means of progress monitoring	2014/2015 School Year	Clerk Clerk Principal Staff	review available attendance data	None Specified	None Specified	0
Monitoring of site/facility repairs and improvements * monitor work orders for completion *frequent site safety inspections for facility issues *monitor deferred maintenance list future repairs *work with district and community	2014/2015 School Year	Site and District Staff	review reports and work orders meet with appropriate staff to take action as needed for facility updates and repairs	None Specified None Specified		

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
organizations to make site improvements *elicit feedback and provide regular communication with parents and families regarding upcoming facility projects at school			coordinate district and community resources to update and repair facilities as needed	None Specified		

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Mathematics
LCAP GOAL:
LCAP Goal 1, 2 and 4
LEA GOAL:
LEAP Goal 1 and 5
SCHOOL GOAL #4:
All students will reach high standards in Mathematics
Data Used to Form this Goal:
Classroom, school site and district assessment data in mathematics
Findings from the Analysis of this Data:
No data available at this time
How the School will Evaluate the Progress of this Goal:
Review individual assessment results

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Align instruction with CC Content Standards: * All math supplies and material purchased will be related to approved curriculum and CC Content Standards. * Lesson plans are developed to align with CC standards. * New math curriculum adoption will be implemented with fidelity. * Benchmarks and assessments are	2014/2015 School Year	All Staff	ISP Aide Printing costs	2000-2999: Classified Personnel Salaries 4000-4999: Books And Supplies	Economic Impact Aid Economic Impact Aid	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
developed to align with standards and are designed to measure student progress.						
Improvement of Instructional Strategies/Materials: * Staff will attend various workshops and staff development activities * Supplemental materials will be purchased to support and enrich the mathematics program on an as needed basis.	2014/2015 School Year	All Staff	conference, sub fees supplemental materials	1000-1999: Certificated Personnel Salaries 4000-4999: Books And Supplies	LCFF–Supplemental Economic Impact Aid	5,000
Extended Learning Time: *Students participate in intervention or enrichment programs as applicable	2014/2015 School Year	All Staff	additional support personnel supplemental materials	2000-2999: Classified Personnel Salaries 4000-4999: Books And Supplies	Title I Part A: Allocation Economic Impact Aid	
Staff Development: *Staff will participate in monthly professional development meetings with math being addressed. *Staff will attend workshops and professional development opportunities as available. *Staff will participate in observations of other teachers as needed	2014/2015 School Year	All Staff	conference and sub fees	1000-1999: Certificated Personnel Salaries	Economic Impact Aid	
Involvement of Parents/Community: *Website maintenance *Communication via PTC, SSC, ELAC *Special events involving school community	2014/2015 School Year	All Staff	training, supplies for parents and volunteers	4000-4999: Books And Supplies	Economic Impact Aid	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Monitoring Program Implementation: *Frequent and ongoing assessments *Use of OARS as assessment tools *Use of Pearson EnVision online math assessments *Anecdotal observations * Use of ESGI assessments in kindergarten	2014/2015 School Year	All Staff	Renaissance Learning supplemental material as needed	4000-4999: Books And Supplies 4000-4999: Books And Supplies	Economic Impact Aid Economic Impact Aid	

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Parental Involvement
LCAP GOAL:
LCAP Goal 1, 2,4 & 6
LEA GOAL:
LEAP Goal 1, 2 & 5
SCHOOL GOAL #5:
Carlin C. Coppin will have clear communication with parents and community members that is regular and consistent to school district programs and student learning
Data Used to Form this Goal:
School Messenger Job Completion reports, attendance at Back To School Night, Open House and Parent Teacher Conferences
Findings from the Analysis of this Data:
regular communication is successfully delivered to parents and families via email, phone call and text message when appropriate
How the School will Evaluate the Progress of this Goal:
Increased level of Parental Involvement and Awareness of school activities which leads to higher levels of student achievement

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Involvement of Parents/Community: *Website maintenance *Communication via PTC, SSC, ELAC, school newsletter, flyers, phone calls and School Messenger *Special Events involving school community * Parents, community members and staff may attend various workshops as available	2014/2015 School Year	All Staff	conference and sub fees	1000-1999: Certificated Personnel Salaries	Title I Part A: Parent Involvement	636
			supplies for parent involvement activities	4000-4999: Books And Supplies	Title I Part A: Parent Involvement	1470
			purchase PA system and additional materials as needed to facilitate parent and community events	4000-4999: Books And Supplies	Title I Part A: Allocation	3,000

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #2:
All English Learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The District EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal District EL Intervention Specialist	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF--Supplemental	1938

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	Economic Impact Aid	0.00
4000-4999: Books And Supplies	Economic Impact Aid	9,000.00
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	10,000.00
4000-4999: Books And Supplies	LCFF–Supplemental	45,167.10
5800: Professional/Consulting Services And	LCFF–Supplemental	345.00
1000-1999: Certificated Personnel Salaries	None Specified	0.00
4000-4999: Books And Supplies	None Specified	0.00
None Specified	None Specified	0.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	10,000.00
2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	56,800.00
4000-4999: Books And Supplies	Title I Part A: Allocation	6,400.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Parent Involvement	636.00
4000-4999: Books And Supplies	Title I Part A: Parent Involvement	1,470.00

98.1.27

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Economic Impact Aid	9,000.00
LCFF–Supplemental	55,512.10
None Specified	0.00
Title I Part A: Allocation	73,200.00
Title I Part A: Parent Involvement	2,106.00

8.1.28

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	20,636.00
2000-2999: Classified Personnel Salaries	56,800.00
4000-4999: Books And Supplies	62,037.10
5800: Professional/Consulting Services And Operating	345.00
None Specified	0.00

8.1.29

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	87,812.10
Goal 2	39,900.00
Goal 3	2,000.00
Goal 4	5,000.00
Goal 5	5,106.00

8.1.30

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Shamryn Cole	[X]	[ ]	[ ]	[ ]	[ ]
Toni Rusinek	[ ]	[ ]	[ ]	[X]	[ ]
Alisha Drennon	[ ]	[ ]	[ ]	[X]	[ ]
Jennifer VanSant	[ ]	[ ]	[ ]	[X]	[ ]
Tiffany McGuire	[ ]	[ ]	[X]	[ ]	[ ]
Rosanne Johnson	[ ]	[ ]	[ ]	[X]	[ ]
Brandon Lopez	[ ]	[X]	[ ]	[ ]	[ ]
Rene McGrath	[ ]	[X]	[ ]	[ ]	[ ]
Joanne Burke	[ ]	[X]	[ ]	[ ]	[ ]
Jennifer Bowden	[ ]	[ ]	[X]	[ ]	[ ]
Felix Sanchez	[ ]	[ ]	[ ]	[X]	[ ]
Teresa Favila Lopez	[ ]	[ ]	[ ]	[X]	[ ]
Numbers of members of each category:	1	3	2	6	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

[ ]	State Compensatory Education Advisory Committee	Signature
[X]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[ ]	Other committees established by the school or district (list):	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on .

Attested:

Shamryn Cole		10/23/14
Typed Name of School Principal	Signature of School Principal	Date
Felix Sanchez/Jennifer Van Sant		10/23/14
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

8.1.32

The Single Plan for Student Achievement

School:	Creekside Oaks Elementary School
CDS Code:	31669516098610
District:	Western Placer Unified School District
Principal:	Scott Pickett
Revision Date:	October 30, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Scott Pickett
Position:	Principal, Creekside Oaks Elementary
Phone Number:	916) 645-6380
Address:	2030 First Street Lincoln, CA 95648
E-mail Address:	spickett@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on 11/18/14.

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School Vision and Mission

Creekside Oaks Elementary School's Vision and Mission Statements
Creekside Oaks Elementary is a school in which staff, families, community, and students work together to promote responsibility, personal integrity, and an enthusiasm for learning. Families and staff collaborate to create a nurturing, child-centered academic climate that will instill in children a life-long love of learning. The entire COES staff works together as a team with parents in a positive, productive, and professional manner to benefit students.

School Profile

Creekside Oaks Elementary School serves approximately 615 students in kindergarten through fifth grade within the city of Lincoln, CA. The diverse composition of the student body is 49% Caucasian, 39% Hispanic, and 12% other designations. English, Spanish, and Portuguese are the primary languages spoken in the community.

SCHOOL FACILITIES
Creekside Oaks Elementary School is located at 2030 First Street, Lincoln, California. The school is in the Western Placer Unified School District (WPUSD) and adopted the name Creekside Oaks Elementary School when grades K through 5 relocated to the new site in 1994. There are two kindergarten classrooms with an adjoinng kindergarten playground. Additional school facilities include 6 permanent classrooms and 26 portable classrooms that house classes in grades 1-5, science and music classes, and a special day self-contained special education class. Creekside Oaks also has a front office, library, computer lab, and 6 offices and rooms that provide classes for speech, Title 1 reading, and an RSP program.

SCHOOL LEADERSHIP
Scott Pickett has been the principal of Creekside Oaks Elementary since the beginning of the 2011-2012 school year. He holds a Bachelor of Science degree, a clear single subject teaching credential, a Master of Arts Degree as well as a Clear Administrative Credential. He has served as an elementary school principal for eleven years at four different schools all with varying types of student populations. With the participation of the school site council, ELAC committee, and staff members, progress toward meeting school goals is monitored through the analysis of effective instructional practices and assessment data to determine the most effective way to assure student learning.

SCHOOL INSTRUCTION
Creekside Oaks uses state and district approved curriculum and continues in the process of aligning curriculum and instruction to the Common Core State Standards to assure that effective instructional materials and techniques are being provided to students. Because of the unique population of our students, teachers and staff provide differentiated instruction to meet those student needs. This instruction is provided through on-going analysis of student achievement data that clarifies what each student needs. Teachers collaborate regularly to determine the best way to help students achieve as much as possible.

Additional support services for helping students include a Special Day Class, a Resource Program, Speech and Language services, one Title I Reading Specialist, the equivalent of three full-time Title I Intervention Support Providers, a science teacher, and a Music teacher. A part-time psychologist provides some support services in counseling and social skills training. Through community resources, counseling through Lighthouse Counseling Services is available to help students and families problem solve to meet student needs.

SCHOOL PROGRAMS & PRACTICES THAT PROMOTE A POSITIVE LEARNING ENVIRONMENT
Creekside Oaks staff has implemented a program called Positive Behavior Intervention Support. This program promotes character traits of responsibility, respect, safety, and unity. The training clarifies student behavior expectations and creates a positive approach through reinforcement to help students make good behavior choices. It also creates consistency on the part of the staff and how to deal with students that do not follow expectations. Additionally the staff uses the nine essential skills found in the Love and Logic Program, which helps adults to deal with students through empathy, building positive relationships and teaching responsibility for one's actions.

Parents show their involvement in assisting with the School Site Council, Parent Teacher Organization (PTO), annual events, and regularly volunteer in classrooms. Parents support the PTO activities such as educational/enrichment assemblies, purchasing of supplies/materials/equipment, rewards for positive behavior, and various fundraisers to assist COES. Many parents play an active role in the Art Docent program that benefits our students. COES also has a paid STAR Daycare Program on campus, an after school district grant funded program called CARE, and an after school chorus.

8.1.35

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Based in the latest survey information, there is a general sense of satisfaction for the performance of Creekside Oaks. Parents feel welcome, that their child is generally getting a good education, and that we are creating a positive learning environment. Area to continue to improve based on survey results are related to students treating each other kindly, and continued improvement in academics.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The Creekside Oaks principal makes weekly classroom visits through out the campus. During those observations the school principal checks for teaching effectiveness and student engagement. Generally students are engaged and teachers are mostly using strategies that they have learned through their more recent professional development. Reminders are given to staff during staff meetings if there are strategies that some teachers are not utilizing in the classroom but should be.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   - Grade level teams work as Professional Learning Communities to analyze state, district, and grade level student assessment data and provide intervention to those students that need additional support.
   - OARS – Online Assessment Reporting System provides teachers a way to analyze student scores and types of responses on assessments to determine types of interventions needed.
   - STAR reading and math tests through Renaissance Place measure student reading comprehension levels.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   Teachers utilize data from assessments from the curriculum that they administer to make decisions on intervention and enrichment groups so that students can receive the targeted instruction necessary to address their needs.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   All staff members of Creekside Oaks meet the requirements for Highly Qualified status.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   There are sufficient credentialed teachers and they have received the necessary professional development to effectively utilize the district adopted and state approved instructional materials.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   The Western Placer Unified School District is providing training for teachers to develop appropriate and effective implementation of the common core standards. Training includes an introduction to the common core in math and language arts. In math teachers may participate in additional trainings through analysis of the differences between previous standards and the common core standards. Teachers are also being given opportunity to create lesson plans in Language Arts that align with those standards. Local writing assessment prompts are being changed to also align with the common core standards. Teachers are given a chance to participate in additional training for GATE / differentiation strategies. Teachers at Creekside Oaks Elementary are also being trained in Love and Logic behavior strategies to create a more effective learning environment.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   The Western Placer Unified School District provides a peer coach who is available to work with individual teachers and teams of teachers to develop more effective instructional programs through lesson studies, analysis of the common core standards, and through coaching and observation. Additionally, the district staff development plan is focused on improving the alignment of instruction to the common core standards. Analysis of assessment data also gives teachers a picture of what areas of need students have to improve their learning and how teachers can modify instruction to help those students improve.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

   Teachers in grade level teams collaborate on two early release Mondays each month and other times as needed to discuss effective teaching of the standards and of the analysis of student achievement data, identifying which students are in need of additional intervention, and which need additional learning through enrichment activities. Grade Level Teaching Teams or Professional Learning Communities find strength through collaboration by sharing ideas and jointly identifying ways to improve their instruction.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

   - The report card is aligned to standards.
   - Core subject areas, materials, instruction, and assessments are aligned with the content standards.
   - District adopted curriculum is used in language arts, math, science, social studies, and visual arts.
   - Teachers use supplemental materials where needed for specific grade/subject areas.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

   English Language Arts 2 1/2 hours per day grades 1-3
   English Language Arts 2 hours per day grades 4-5

8.137

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Grade levels in the Western Placer Unified School District have created district wide year long pacing guides for each member of a grade level to follow when teaching a subject. Creekside Oaks incorporates a reading/Title 1intervention schedule to support students reading at all levels and abilities. Grade levels also incorporate additional interventions at least twice a week. This is a result of our collaborations during our Early Release Day meetings.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

- Houghton Mifflin has lessons for various levels of learning available in language arts and math.
- Supplemental materials may be approved by the School Site Council through categorical funds as available.
- Houghton Mifflin Math and Language Arts have supplemental materials and some online resources.
- Western Placer Unified School District Board of Trustees has annual resolution confirming instructional materials available to students.
- Decodable leveled books are used to assist students reading below grade level.
- Teachers receive new kits and texts for second language learners.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

- Grade level (Professional Learning Communities) meetings are held twice a month so teachers can evaluate student progress and determine proper interventions to provide additional support.
- Grade level teams provide universal access time where underperforming students can receive pre-teaching and re-teaching of concepts.
- All English Learner students from beginning to early intermediate levels receive ELD instruction for 30 minutes daily from a credentialed teacher.
- Student Success Team (SST) meetings are held to assist students/parents with ideas and guidelines for assistance at home and at school.

14. Research-based educational practices to raise student achievement

Currently Creekside Oaks is implementing various practices to improve student achievement. One practice includes the use of Professional Learning Communities, where teachers meet at least twice a month to collaborate on improving instruction and developing interventions to re-teach students that need additional support. Additionally, Teachers have received some training on EDI (Explicit Direct Instrcution) strategies and employ them in the classroom. This includes effective ways to check for understanding and assure that students are all progressing. Currently our ELA lesson designs include various strategies that help students learn and develop vocabulary through utilizing various types of graphic organizers. Teachers also provide opportunity for students to analyze text and find answers from that text as they are reading and preparing to write about.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

- S.T.A.R. day care program from 6:00 a.m.- 6:00 p.m. for academic, recreational and enrichment activities
- C.A.R.E. After School Program from 2:45-6:00 p.m. for academic, recreational, and enrichment activities
- Lighthouse Resource Center in the city of Lincoln services for family, parent, student counseling and guidance services.
- SST meetings to assess and assist student needs with faculty/parent input

8.1.38

- Parent/teacher conferences with minimum days set aside for this communication
- PCOE and WPUSD staff development available
- Special Education Speech, RSP, and SDC programs available
- Teacher notes/emails/communication systems are used to keep parents informed of student progress and address concerns.
- Parent and other volunteers in classrooms
- Instructional assistants for academics in Title I, SDC, and RSP as funds available
- Library time scheduled for all students weekly
- ELAC – meetings four times a year for parents of English Language Learners
- Lincoln Sun City volunteers participate in working with students to help them academically.

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

    Title I staff (1 Teacher and 3 Intervention Support Providers) provide reading intervention support for students that are underperforming.

18. Fiscal support (EPC)

    Fiscal support includes but is not limited to Title 1, EIA, SLIG and general fund dollars.

Description of Barriers and Related School Goals

There are some barriers to the school meeting its goals. One is that there is a limit to the services that can be provided. Students enter school with various levels of preparation and needs. Because of the limited supports, some students continue to struggle. Funding is limited which limits those supports. Additionally some parents are limited in their skills to understand how to support their Children at home with their homework and developing their reading skills. There is also a language barrier for some parents which affects their ability help their children with their school work.

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	388	351		185	166		5	8		10	8	
Growth API	817	794		844	835							
Base API	792	816		831	842							
Target	5	A		A	A							
Growth	25	-22		13	-7							
Met Target	Yes	No		Yes	Yes							

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	154	148		91	86		226	188		66	68	
Growth API	784	752		753	705		777	753		754	698	
Base API	731	783		697	752		756	775		728	753	
Target	5	5		5	5		5	5				
Growth	53	-31		56	-47		21	-22				
Met Target	Yes	No		Yes	No		Yes	No				

Conclusions based on this data:

1. Based on the data, all the gains that were made in 2012 were lost in 2013. This was most likely due to an increase in class sizes and to layoff of staff at the site. Some teachers were also teaching in grade levels for the first time.

8.1.40

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		99	100		100	100		100	100	
Number At or Above Proficient	233	192		119	105		--			--		
Percent At or Above Proficient	60.1	54.7		64.3	63.3		--	--		--	--	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	Yes	No		No	No		--	--		--	--	

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	99	100		99	100		100	100		99	100	
Number At or Above Proficient	82	66		36	30		113	87		33	33	
Percent At or Above Proficient	53.2	44.6		39.6	34.9		50.0	46.3		50.0	48.5	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	Yes	No		Yes	No		Yes	No		--	No	

Conclusions based on this data:

1. Schoolwide scores dropped from the previous year.
2. Subgroup populations are lagging behind white and schoolwide scores.
3. English learners continue to be the lowest subgroup and need additional interventions to close the achievement gap.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		99	100		100	100		100	100	
Number At or Above Proficient	249	196		128	110		--			--		
Percent At or Above Proficient	64.2	55.8		69.2	66.3		--	--		--	--	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	Yes	No		Yes	No		--	--		--	--	

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	99	100		99	100		100	100		99	100	
Number At or Above Proficient	90	65		52	35		131	85		38	32	
Percent At or Above Proficient	58.4	43.9		57.1	40.7		58.0	45.2		57.6	47.1	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	Yes	No		Yes	No		Yes	No		--	No	

Conclusions based on this data:

1. schoolwide scores dropped from the previous year.
2. All subgroup scores lag behind the white and school wide scores.
3. English learners continue to lag behind the rest and need possible support learning academic language.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
1			4	27	8	53	3	20			15
2	1	8	4	31	8	62					13
3			4	20	10	50	3	15	3	15	20
4	2	9	5	23	9	41	3	14	3	14	22
5			11	58	5	26	3	16			19
Total	3	3	28	31	40	45	12	13	6	7	89

Conclusions based on this data:

1. The largest amount of scores fall into the intermediate range. There is a need to provide additional support to EL students so that they progress to at least the Early Advanced and/or Advanced levels and they are continuing to grow one level each year of school.

8.1.43

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	125	101	89
Percent with Prior Year Data	99.2%	100.0%	100.0%
Number in Cohort	124	101	89
Number Met	71	52	52
Percent Met	57.3%	51.5%	58.4%
NCLB Target	56.0	57.5	59.0
Met Target	Yes	No	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	132	21	102	21	106	22
Number Met	28	--	15	--	20	--
Percent Met	21.2%	--	14.7%	--	18.9%	--
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	*	No	*	No	--

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	
Met Percent Proficient or Above	Yes	No	
Mathematics			
Met Participation Rate	Yes	Yes	
Met Percent Proficient or Above	Yes	No	

Conclusions based on this data:

1. English Learner students did not meet their AMAO objectives the past year. This shows that more intensive interventions and/or more time needs to be put in place to assure more growth on the part of our English Learner students.

88, 1.44

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1.

8.1.45

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English Language Arts
LCAP GOAL:
This goal addresses LCAP goals 1, 2, & 4. They are: All students will reach high standards in Literacy (ELA), Mathematics and Science; All students in need will reach high
LEA GOAL:
This goal addresses LEAP goals 1 & 5. They are: All students will reach high standards, at a minimum, attaining proficiency or better in reading and math; All students will graduate from high school.
SCHOOL GOAL #1:
By June of 2015 the percent scoring at grade level of each grade level of students in grades 1-5 will increase by 10% from the previous school year for all significant student subgroups as measured by the STAR Reading Assessment through our Renaissance Learning Accelerated Reader Program.
Data Used to Form this Goal:
STAR Reading Renaissance Learning Program.
Findings from the Analysis of this Data:
Reading comprehension continues to be an area of great need. Vocabulary development, fluency and developing strategies specific to reading comprehension are necessary to improve comprehension.
How the School will Evaluate the Progress of this Goal:
STAR Reading scores at the end of the first and second trimester.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of Instruction with Common Core Standards: • Teachers collaborate in PLC and other meetings to insure effective and appropriately aligned instruction • Materials are analyzed by the staff for alignment to the standards or make adjustments	Ongoing	Teachers/Principal	Teacher Collaboration Days with substitutes	0001-0999: Unrestricted: Locally Defined	Title I Part A: Allocation	5,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
as needed.						
Improvement of Instructional Strategies/Materials: • Annual fee for Accelerated Reader / STAR Reading • STAR Assessment Incentives • Increase library book selection and materials including expository reading materials • Enrichment Materials for GATE or High Achieving students to be provided • Purchase of supplemental curriculum for ELA and web based diagnostic / intervention programs • Additional instructional materials and programs as needed to address changes in standards and in meeting needs of our English Learner, Socioeconomically Disadvantaged, and low achieving students. • Purchase additional technology equipment and devices as needed. • Teachers to be given additional days and times to collaborate during the school day with substitute teachers provided.	2014-2015 School year	Principal Coordinator Librarian	Subscription fee Student Recognition Activities Materials / Books / Technology Materials / Books Materials / Programs	4000-4999: Books And Supplies 0001-0999: Unrestricted: Locally Defined 4000-4999: Books And Supplies 4000-4999: Books And Supplies 5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental General Fund LCFF–Supplemental LCFF–Supplemental Title I Part A: Allocation	3,600 750 2,500 1,000 14,820
Extended Learning Time: • Hiring Title 1 teacher to provide reading groups for students under performing • Hire 6 part-time Intervention Services Providers to work with	2014-2015 School year	Classroom Teachers Teachers	Upkeep and materials for the lab Increased Librarian Hours	4000-4999: Books And Supplies 2000-2999: Classified Personnel Salaries	Title I Part A: Allocation Title I Part A: Allocation	4000 3,500

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Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
the Title 1 teacher • Use of Computer Lab for the 2014-15 School year • Grade level PLC intervention time weekly • Increase hours of librarian (15 min before school, 30 min after school 3 days a week) • Purchase additional computer equipment and technology as needed • Provide after school tutoring / homework help for students who need extra time and support			Title 1 Teacher 85% Intervention Services Providers Intervention Services Providers	1000-1999: Certificated Personnel Salaries 2000-2999: Classified Personnel Salaries 2000-2999: Classified Personnel Salaries	Title I Part A: Allocation LCFF–Supplemental Economic Impact Aid	90,300 63,600 6,400
Staff Development: • Workshops/in-services in target areas in English Language Arts and Math. • District, and in-services focus on developing lesson plans aligned to the CCSS (Common Core Standards) and a higher level Depth of Knowledge • District trainings on the use of the EnVision Math program • Additional trainings as needed to be determined • Grade level collaborations for lesson plan development and data analysis • Teachers trained in teaching academic vocabulary	All year 2014-2015	Faculty, Principal	Workshop substitutes Cost of additional trainings Grade Level Collaboration day substitutes Teacher training in academic vocabulary	0000: Unrestricted 5800: Professional/Consulting Services And Operating Expenditures 1000-1999: Certificated Personnel Salaries 5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Allocation Title I Part A: Allocation Title I Part A: Allocation Title I Part A: Professional Development (PI Schools)	10,000 00,000 10,000 5,000
Involvement of staff, Parents and Community: • SST Coordinator • ELAC / Title I parent meetings and communications	2014-2015 School year	Teacher / Principal	Stipend Materials for ELAC and Title 1 parent meetings	2000-2999: Classified Personnel Salaries 4000-4999: Books And Supplies	Title I Part A: Allocation Title I Part A: Allocation	1,000 3,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
• SCHOOLS and Parent Volunteers • • Adult English classes are taught on campus two times a week to help parents of students learn English • Additional parent support programs to be determined			Substitutes for teacher meetings	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	4,300
			Parent support programs	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Allocation	5,000
Monitoring Program Implementation: • PLC and other Meetings to do an ongoing analysis of student achievement growth through out the year • Utilize OARS to monitor student achievement • STAR Reading and Math to monitor student progress towards meeting goal during the school year • Use of Lexia Learning and i-Ready computer based programs to track student progress and identify those that are not progressing.	2014-2015 School year	Kindergarten/ Principal/Teachers	Yearly subscription ESGI	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	1,000
			Yearly subscription to Lexia Learning and/or i-Ready programs	5000-5999: Services And Other Operating Expenditures	Title I Part A: Allocation	20,000

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Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Mathematics
LCAP GOAL:
This goal addresses LCAP goals 1, 2, & 4. They are: All students will reach high standards in Literacy (ELA), Mathematics and Science; All students in need will reach high
LEA GOAL:
This goal addresses LEAP goals 1 & 5. They are: All students will reach high standards, at a minimum, attaining proficiency or better in reading and math; All students will graduate from high school.
SCHOOL GOAL #2:
By June of 2015 the percent scoring at grade level of each grade level of students in grades 1-5 will increase by 10% from the previous school year for all significant student subgroups as measured by the STAR Math Program through our Renaissance Learning Accelerated Reader Program.
Data Used to Form this Goal:
Based on previous scores on the STAR Math assessment.
Findings from the Analysis of this Data:
Although math scores are somewhat higher than reading scores, there continues to be a need to address math achievement for all students.
How the School will Evaluate the Progress of this Goal:
Progress will be measured by scores for STAR Math at the end of first and second trimesters.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of Instruction with Common Core Standards: • Teachers collaborate in grade level PLC meetings to assure that instruction is aligned with standards	During the 2014-15 school year.	Principal / Teacher	Substitute Costs	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	2,500
Improvement of Instructional Strategies/Materials: • District purchase of EnVision	All year	Principal, Teachers	Cost of the materials	4000-4999: Books And Supplies	General Fund	1,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Math program for students k-5 • Enrichment materials for High Achievers or GATE Students are provided in the program and additional materials will be purchased. • Additional Instructional Materials as needed to address students working below grade level • Purchase of additional technology, equipment and devices as needed • Additional programs as needed to be determined			Materials Costs Additional programs	4000-4999: Books And Supplies 4000-4999: Books And Supplies	LCFF–Supplemental LCFF–Supplemental	5,000 5,000
Extended Learning Time: • Computer Lab • Purchase of additional computer equipment/technology as needed		Classroom Teacher	Lab equipment upkeep	4000-4999: Books And Supplies	General Fund	1,000
Staff Development: • District provided teacher training on use of the EnVision math program. • District in-services on CCSS (Common Core Standards); understanding how to teach mathematical concepts aligned to the common core standards and Depth of Knowledge • District Trainings that focus on understanding the common core standards, their depth and complexity • Additional trainings as needed for curriculum development • Grade level collaborations for	All year 2014-2015	Faculty	Sub Costs for grade level collaborations	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	5,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
lesson plan development and data analysis						
Involvement of Staff/Parents/Community: • Meetings, communication, conferences • SST Coordinator • ELAC / Title 1 parent meetings and communication • purchase and use of the Jupiter Ed. grading program to help parents be more informed • SCHOOLS and Parent Volunteers • Adult English Classes for parents		Parents Title I Staff Principal District	Stipend	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	1,000
			Jupiter Ed Subscription	5900: Communications	LCFF–Supplemental	5,000
			Costs for ELAC meetings	5000-5999: Services And Other Operating Expenditures	Title I Part A: Parent Involvement	2,000
Monitoring Program Implementation: • PLC and other Meetings to do an ongoing analysis of student achievement growth through out the year • Utilize OARS to monitor student achievement • STAR Math to monitor student progress towards meeting goal	All year	Faculty/Principal	Subsititutes	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	6,000
			STAR Math Program	5000-5999: Services And Other Operating Expenditures	Title I Part A: Allocation	3600

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: School Climate
LCAP GOAL:
All students, including preschool students will feel supported at school and will receive instruction in a safe and well-maintained environment. Plans will be in place for assisting
LEA GOAL:
All students will be educated in learning environments that are safe, drug-free, and conductive to learning.
SCHOOL GOAL #3:
The Average Daily Attendance for the 2014-2015 school year at Creekside Oaks will be 95.75, and Student Behavior Reports written out for students will decrease by 25% for major and minor offenses as well as out of school suspensions.
Data Used to Form this Goal:
School site and district attendance data were used to form this goal.
Findings from the Analysis of this Data:
Last year Creekside Oaks Average Daily attendance was 95.06%. There were 10 out of school suspension incidents, 110 major behavior incidents reported, and 313 minor behavior incidents reported.
How the School will Evaluate the Progress of this Goal:
The office / District staff will keep track of attendance / behavior data monthly to monitor the progress to accomplishing this goal.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staff development and professional collaboration: • Discussion in staff meetings regarding district attendance policies and procedures • Reminders to staff about importance of taking attendance properly. • Implementation of our PBIS (Positive Behavior Intervention	August of the 2014-15 School Year	Teachers/Principal	materials for additional supplies / Programs	4000-4999: Books And Supplies	Title I Part A: Allocation	2,275

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Support) and Love and Logic programs including all components. • Teachers utilizing our tier 2 behavior intervention program to provide additional support. • Additional programs as needed to promote more kindness/respect among students						
Involvement of staff, parents and community: • Monthly newsletter for parent education • Attendance telephone line • Title I/ELAC parent meeting • Attendance Letters sent home according to district timelines • Rewards from local businesses for good or perfect attendance • Informing parents of our tier 2 interventions to support struggling students with their behavior.	monthly during the 2014-2015 school year.	Principal Parents/Staff Principal/Attendance Clerk	Paper costs, ink Student Recognition Activities Materials Student Recognition Activities		LCFF–Supplemental LCFF--Supplemental General Fund General Fund	498 1,000 50 800
Auxiliary services for students and parents: • Kindergarten Orientation Day to be held prior to the beginning of school. This day helps to orient kindergarten students, as well as their parents, with the district's attendance program * PLC meeting between preschool, TK, and K teachers discussing current and incoming students as a means of ensuring support *Administration and staff will	August and during the 2014-15 school year	Principal/Teachers Attendance	paper costs, postage Student Recognition Activities Student Recognition Activities	 4000-4999: Books And Supplies	General Fund General Fund LCFF–Supplemental	100 100 1,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
consistently review academic progress as well as attendance of new TK/K students as a means of progress monitoring • Awards / incentives to encourage better attendance and behavior which leads to increased academic performance						
Monitoring program implementation and results: • Bimonthly meetings with the principal and attendance clerk to determine attendance letters to send. • Weekly monitoring of student behavior data on SWIS (School Wide Information System) during our Behavior Intervention Meeting to analyze areas, behaviors, students, and staff needs for improvement. • Analysis of goals in School Site Council Meetings and monthly District Administrator meetings	During the 2014-15 school year.	Principal/Attendance Clerk Principal and SSC Principal	Annual subscription of SWIS program	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	750

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Parent Involvement
LCAP GOAL:
WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning.
LEA GOAL:
All Limited-English proficient (LEP) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in Reading/Language Arts and Mathematics.
SCHOOL GOAL #4:
There will be a 10% increase in parent participation in PTO sponsored activities/meetings for parents of all subgroups. There will be a 20% increase in parent participation/attendance in our ELAC meetings.
Data Used to Form this Goal:
Attendance roll sheets from PTO and ELAC meetings
Findings from the Analysis of this Data:
COES needs more parent participation at our meetings / activities.
How the School will Evaluate the Progress of this Goal:
During the school year we will analyze attendance rolls for ELAC and PTO meetings to monitor attendance.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Improved communication: • There will be more regular notifications of upcoming meetings/activities so that parents can plan to attend, as well as actively participate in decision making processes. • Papers sent home in Spanish. A translator will be used to translate the documents.	2014-15 and Ongoing	Principal, PTO officers	Additional notices / phone calls / etc. Translator used to translate papers sent home by the school into Spanish	5900: Communications 5900: Communications	General Fund LCFF--Supplemental	1,000 5,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Increased Support: • Meetings will include child care support so that parents of young children will be able to attend. • Translation devices will be purchased to allow parents who speak Spanish to attend the meetings and feel comfortable participating. An interpreter will be hired to help with translation during the meeting.	2014-15 and Ongoing	Principal, PTO officers	Translation Device Translator costs	5000-5999: Services And Other Operating Expenditures 5900: Communications	LCFF–Supplemental LCFF–Supplemental	5,000 1,000
Additional Increased Support: • Versions of the EnVision Math program will be provided in Spanish for those families that need it. • Teachers will continue to send home materials that are both in English and Spanish. A translator will provide the necessary support to help in this area.	2014-15 and ongoing	Principal, Office Staff	Copy / materials costs	4000-4999: Books And Supplies	LCFF–Supplemental	1,000
Activities to Increase Parent Interest: • Provide parent participation activities that will increase the amount of time and parents that are on the campus so they feel more comfortable attending. • Analyze success of parent attendance to find the optimal time to hold meetings that include parent participation.	2014-15	Principal, Faculty, office staff	Additional Activities	5000-5999: Services And Other Operating Expenditures	Title I Part A: Parent Involvement	1,440

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English Learner Students
LCAP GOAL:
All students in need will reach high standards in English Language, Literacy (ELA), Mathematics and Science.
LEA GOAL:
All limited-English proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and math.
SCHOOL GOAL #5:
All English Learner students will increase one level each year as measured by the CELDT assessment
Data Used to Form this Goal:
CELDT assessment data provided by the California State Department of Education.
Findings from the Analysis of this Data:
Not enough students have increased in their CELDT scores from year to year.
How the School will Evaluate the Progress of this Goal:
Teachers will continue to monitor students on an ongoing basis by monitoring English Learner students scores on curriculum assessments, STAR Reading scores, Lexia Learning and i-Ready programs, and trimester district assessments.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Curriculum Supports: • -Academic Language Curriculum will be purchased yearly to support English Learner students' vocabulary development in the *common core standards.* • -Additional curriculum will be purchased as needed to help supplement student learning in the classroom.			Academic Language Curriculum and additional curriculum supports	4000-4999: Books And Supplies	LCFF–Supplemental	8000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Professional Development: • -Teachers will receive additional training in strategies related to developing English Learner skills and improving instruction as needed.			Training and Sub Costs	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Professional Development (PI Schools)	8468
Instructional Strategies: • -Teachers will be trained on and utilize a designated and integrated model daily in their instructional plans.			Training and sub costs	5800: Professional/Consulting Services And Operating Expenditures	LCFF--Supplemental	7,000
Additional Supports: • -After School Tutors will be available to support English Learners that are not showing progress or who continue to struggle.			ISP costs	2000-2999: Classified Personnel Salaries	LCFF--Supplemental	10,000

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #5

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #5:
All English Learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The district EL intervention specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal District EL Intervention Specialist	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	4411

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
2000-2999: Classified Personnel Salaries	Economic Impact Aid	6,400.00
	General Fund	1,050.00
0001-0999: Unrestricted: Locally Defined	General Fund	750.00
4000-4999: Books And Supplies	General Fund	2,000.00
5900: Communications	General Fund	1,000.00
	LCFF–Supplemental	1,498.00
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	1,000.00
2000-2999: Classified Personnel Salaries	LCFF–Supplemental	73,600.00
4000-4999: Books And Supplies	LCFF–Supplemental	27,100.00
5000-5999: Services And Other Operating	LCFF–Supplemental	6,750.00
5800: Professional/Consulting Services And	LCFF–Supplemental	7,000.00
5900: Communications	LCFF–Supplemental	11,000.00
0000: Unrestricted	Title I Part A: Allocation	10,000.00
0001-0999: Unrestricted: Locally Defined	Title I Part A: Allocation	5,000.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	118,100.00
2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	4,500.00
4000-4999: Books And Supplies	Title I Part A: Allocation	9,275.00
5000-5999: Services And Other Operating	Title I Part A: Allocation	23,600.00
5800: Professional/Consulting Services And	Title I Part A: Allocation	19,820.00
5000-5999: Services And Other Operating	Title I Part A: Parent Involvement	3,440.00
5800: Professional/Consulting Services And	Title I Part A: Professional Development (PI	13,468.00

58,161

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Economic Impact Aid	6,400.00
General Fund	4,800.00
LCFF–Supplemental	127,948.00
Title I Part A: Allocation	190,295.00
Title I Part A: Parent Involvement	3,440.00
Title I Part A: Professional Development (PI Schools)	13,468.00

8.1.62 11/7/14

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
0000: Unrestricted	10,000.00
0001-0999: Unrestricted: Locally Defined	5,750.00
1000-1999: Certificated Personnel Salaries	119,100.00
2000-2999: Classified Personnel Salaries	84,500.00
4000-4999: Books And Supplies	38,375.00
5000-5999: Services And Other Operating Expenditures	33,790.00
5800: Professional/Consulting Services And Operating	40,288.00
5900: Communications	12,000.00

8.1.63

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	254,770.00
Goal 2	37,100.00
Goal 3	6,573.00
Goal 4	14,440.00
Goal 5	33,468.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Scott Pickett	[X]	[ ]	[ ]	[ ]	[ ]
Kim Kimsey	[ ]	[ ]	[ ]	[X]	[ ]
Monique Ristau	[ ]	[ ]	[ ]	[X]	[ ]
Mandi Nielsen	[ ]	[ ]	[ ]	[X]	[ ]
Tracy Hofstetter	[ ]	[ ]	[ ]	[X]	[ ]
Stephanie Cassidy	[ ]	[X]	[ ]	[ ]	[ ]
Kellie Rafferty	[ ]	[ ]	[ ]	[X]	[ ]
Isabelle Keeling	[ ]	[X]	[ ]	[ ]	[ ]
Shannon Burns	[ ]	[X]	[ ]	[ ]	[ ]
Karen Anderson	[ ]	[ ]	[X]	[ ]	[ ]
Numbers of members of each category:	1	3	1	5	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

[ ]	State Compensatory Education Advisory Committee	Signature
[X]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[ ]	Other committees established by the school or district (list):	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on October 30, 2013.

Attested:

Scott Pickett		10/21/14
Typed Name of School Principal	Signature of School Principal	Date
Kellie Rafferty		10/31/14
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

8.1.66

The Single Plan for Student Achievement

School:	First Street School
CDS Code:	31669516117493
District:	Western Placer Unified School District
Principal:	Ruben Ayala
Revision Date:	October 22, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Ruben Ayala
Position:	Prinicipal
Phone Number:	(916) 645-6330
Address:	1400 First Street Lincoln, CA 95648
E-mail Address:	rayala@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on November 18, 2014.

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School Vision and Mission

First Street School's Vision and Mission Statements

The mission of First Street School is to create a quality educational environment where the unique gifts, abilities and culture of our students are acknowledged, affirmed, and developed. Students, faculty, parents and community work as a unifying force to create a safe, supportive and tolerant atmosphere where academic, emotional, social, artistic and physical development can reach their fullest potential. For our students to become productive members of society and life-long learners, our school promotes making responsible choices, embracing cultural diversity, and respecting one's self and others.

School Profile

First Street School is located at 1400 First Street in Lincoln, California. The school is one of seven elementary schools in the Western Placer Unified School District. The school serves kindergarten through fifth grades; the enrollment is 465 with two to three classes at each grade level. The ethnic composition of the student body is 69% Hispanic, 24% Caucasian, and 7% other designations. English, Spanish and Portuguese are the most common languages spoken in the community. The school operates a Structured English Immersion (SEI) program for the school's English learners; it also houses the Elementary Academy which serves the district's Gifted and Talented Education (GATE) and high achieving elementary students. Support services include a Special Education Resource Program, Speech and Language, two Intervention Service Providers, and a Title I reading intervention program for our first through fifth grade students.

Parents play important roles at First Street School through their active participation and involvement in Site Based Leadership Team (SBLT), Parent Teachers Club (PTC), annual events and regular volunteering in the classrooms. First Street School is becoming a focal point and community center for students and their parents

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The majority of our parents believe that First Street School provides a positive learning environment for their children. Some parents expressed an interest in having more emphasis on character education in an effort to minimize bullying incidents. Parents also expressed concerns about the absence of perimeter fencing around our school. The parents felt we had too many points of access to our campus.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The principal routinely performs walk-throughs to informally observe the teaching staff. Formal observations are also conducted as part of the certificated personnel evaluation process.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   The staff and administration analyze STAR and CELDT results on a yearly basis to determine areas of needed growth. In addition, most of the staff administers the assessments included in the CRLP Results program three times a year. Our teachers also administer and submit scores for the common assessments adopted by the district. All of these assessments help us to identify areas of need and to modify instruction in order to meet those needs and improve student achievement.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   Staff meet every Monday in professional learning communities to evaluate specific formative assessments, develop short-term goals as a grade level, and provide dialogue around effective strategies for helping all students reach grade level goals.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   All staff are highly qualified. Staff meetings are utilized for professional development and staff are given opportunities to participate in county and district professional development activities.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   All teachers at First Street School are appropriately credentialed. They have access to each component of the core curriculum as well as supplemental material used for intervention, and deliver the curriculum so as to address the content standards and district pacing guides.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   In reviewing site/district assessment results and student performance in the classroom, we have determined that there is a need to continue to address implementation of Common Core State Standards in English Language Arts and mathematics. In the 2012/2013 and 2013/2014 school years, the staff had the opportunity to attend a series of on-site and county sponsored workshops on the implementation of CCSS.

   In an effort to effectively and efficiently transition to the Common Core State Standards, the teaching staff at First Street School has engaged in professional development offered by the district and Placer County Office of Education. Each of the grade levels at First Street School will continue to meet regularly and develop action plans to address increased student achievement through standards-based instruction. To assist the teachers in the development of the action plans, collaboration time will be provided throughout the year.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   A district peer coach is available to work with teachers in English/Language Arts and/or math. The staff also receives assistance and support from PCOE curriculum experts.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

   All teachers participate in Professional Learning Communities every Monday, excluding holidays.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

   We are in the process of aligning all core curriculum to Common Core State Standards. Our new math adoption, EnVision by Pearson was selected because ot its close alignment to Common Core State Standards. Houghton-Mifflin, our language arts series, was selected by a district committee as our adoption based on its close alignment to state standards (at the time of adoption) and because its different components meet the needs of our diverse student population. Currently, we are working to develop curruculum that supplements Houghton-Mifflin and that aligns to CCSS.

   The district and school have also worked very diligently in aligning the curriculum in science, social studies, and the arts to state and district standards.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

   Teachers develop weekly lesson plans that reflect the recommended minutes for instruction in each of the core curricular areas. In addition time is set aside to address character development and enrichment opportunities. Specific ELA instructional minutes: Grades 1-3, 2.5 hours; Grades 4-5, 2.0 hours. Specific math instructional minutes: Grades 1-5, 1.0 hours.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

    The district, with help of grade level teacher representatives, has developed a pacing guide which teachers use to guide their instructional scope and sequence. Intervention is offered throughout the day by teachers during Universal Access time and it is also provided by instructional aides and Intervention Support Providers (ISP).

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

    Houghton-Mifflin, our language arts adoption, includes curriculum extensions for English Learners, for advanced student groups and for the learning disabled student. To further accommodate the needs of English Learners our school uses Harcourt's Moving Into English ELD curriculum. Harcourt HSP Math also offers extensions for special student populations. These materials are closely aligned to California Content Standards and are used as basis to meet the needs of all student groups. Teachers also supplement their instruction with other proven standards-based material such as: The Wright Skills, SRA reading intervention curricula, SIPPS literacy support material and Great Source writing handbooks.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

    All materials adopted and used by district teachers meet the requirements of the California Department of Education.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

A common practice at First Street School is to identify student performance levels and group for instruction according to the different levels. This strategy allows underperforming students to receive standards-based instruction at their level. Through analysis of assessment results from STAR, CBM and CRLP, we also identify those students most in need of intervention and provide them with services such as Title I Reading Intervention, after school tutoring, Homework Club, and Cross-age tutoring.

14. Research-based educational practices to raise student achievement

In addition to the core curriculum, staff use the SIPPS (Systematic Instruction in Phonemic Awareness), Frames for Fluency, Focused Approach to Houghton-Mifflin and GLAD teaching strategies, core curriculum intervention and enrichment activities, and district adopted ELL materials.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

We are very fortunate to have a great number of resources available to students in the Western Placer Unified School District and on our school site. The Lighthouse Resource Center is a district-based agency that offers a variety of services including: counseling for students and their families, parenting classes, low cost health coverage for children through Healthy Families/Medi-Cal Insurance, immunization and flu clinics, and other services. On our site, we have the C.A.R.E. After School Program which provides academic reinforcement, enrichment activities and physical education for our students. We also have the First Street School Homework Club four days per week. Students who attend the Homework Club have an opportunity to complete their homework in a quiet environment, free from distractions and staffed with certificated personnel to assist those students in need of help

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

N/A

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Some of the services available at First Street School that are funded with categorical monies include: Title I intervention for underperforming students in grades 1, 2, 3, 4, and 5; after school tutoring in mathematics and reading; and an RSP program for those students who qualify for special education services.

18. Fiscal support (EPC)

The site receives $21/student for general funds, SBLT funds ($4,000 for this year), and lottery funds ($500/teacher). The Parent Teacher Club (PTC) also supplements school funding to support enrichment activities and general classroom needs.

Description of Barriers and Related School Goals

Our school has a significant number of English learners at varied levels of English language acquisition. This in itself would not present a barrier if not for the fact that our ELs are expected to perform as well as our native speakers on standardized testing. The majority of our EL students make excellent gains, but it's usually not until fourth of fifth grade that they are able perform as well as their English-only peers on state testing.

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	283	308		64	76		0	0		6	7	
Growth API	818	798		890	882							
Base API	829	817		893	891							
Target	A	A		A	A							
Growth	-11	-19		-3	-9							
Met Target	Yes	No		Yes	Yes							

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	197	210		146	162		214	232		40	52	
Growth API	785	760		757	735		781	754		779	733	
Base API	792	783		772	756		793	779		776	775	
Target	5	5		5	5		5	5				
Growth	-7	-23		-15	-21		-12	-25				
Met Target	No	No		No	No		No	No				

Conclusions based on this data:

1. Our white subgroup continues to perform well. There has been a slight drop in this subgroup, but it is not significant.
2. Our Hispanic/English learner subgroup has experienced a significant drop in API. We need to take a look at program delivery tor this group.

8.1.73

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		--			100	100	
Number At or Above Proficient	159	141		49	52		--			--		
Percent At or Above Proficient	56.2	45.8		76.6	68.4		--	--		--	--	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	No		Yes	No		--	--		--	--	

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	92	74		58	47		99	83		24	23	
Percent At or Above Proficient	46.7	35.2		39.7	29.0		46.3	35.8		60.0	44.2	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	No		No	No		No	No		--	--	

Conclusions based on this data:

1. As with API, we experienced a drop in the percent of students at or above proficient, in particular with Hispanic/English learner subgroup.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		--			100	100	
Number At or Above Proficient	173	190		50	59		--			--		
Percent At or Above Proficient	61.1	61.7		78.1	77.6		--	--		--	--	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	No		Yes	No		--	--		--	--	

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	105	116		70	79		114	125		25	30	
Percent At or Above Proficient	53.3	55.2		47.9	48.8		53.3	53.9		62.5	57.7	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	No		No	No		No	No		--	--	

Conclusions based on this data:

1. All of our subgroups, with the exception of Students with Disabilities, experienced slight growth in mathematics.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
1	1	3	11	30	18	49	7	19			37
2	3	6	13	25	27	52	8	15	1	2	52
3	3	7	11	24	23	51	7	16	1	2	45
4	2	5	21	53	16	40	1	3			40
5	6	18	17	52	6	18	3	9	1	3	33
Total	15	7	73	35	90	43	26	13	3	1	207

Conclusions based on this data:

1. There are more students in the Beginning and Early Intermediate levels in the primary grades.
2. The majority of our students are in the Early intermediate and Intermediate levels.

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	187	196	207
Percent with Prior Year Data	99.5%	100.0%	100.0%
Number in Cohort	186	196	207
Number Met	121	111	121
Percent Met	65.1%	56.6%	58.5%
NCLB Target	56.0	57.5	59.0
Met Target	Yes	No	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	211	31	203	32	206	38
Number Met	48	16	43	18	57	25
Percent Met	22.7%	51.6%	21.2%	56.3%	27.7%	65.8%
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	No	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	
Met Percent Proficient or Above	No	No	
Mathematics			
Met Participation Rate	Yes	Yes	
Met Percent Proficient or Above	No	No	

Conclusions based on this data:

1. Our school did not meet AMAO 1 for the first time since we've been administering the CELDT. We need to look at our ELD program and how we deliver ELD to our students.

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1.

8.1.18

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Achievement in Meeting Academic Standards
LCAP GOAL:
LCAP Goals 1, 2, & 4
LEA GOAL:
LEAP Goals 1 & 5
SCHOOL GOAL #1:
All students will achieve at high levels in English Language Arts and Mathematics. All parents will be actively involved in their children's education.
Data Used to Form this Goal:
Site formative assessment and district benchmarks.
Findings from the Analysis of this Data:
A percentage of students continue to fall below state and federal criteria for meeting English Language Arts standards.
How the School will Evaluate the Progress of this Goal:
Review of state end-of-year assessments, classroom assessments, and district assessments.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of instruction with Common Core State Standards: Curriculum mapping and calibration at each grade level that aligns instruction to California Standards The school will follow a district approved lesson pacing schedule and common assessment guide for each grade level	14-15 school year	Teachers Principal	Teachers will use Early Release Days	None Specified	None Specified	

LL'18

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
As part of implementing the Professional Learning Community model, the school will develop a consistent assessment and monitoring system for the English/Language Arts program with particular focus given to the Hispanic/English learner subgroup.						
Improvement of instructional strategies and materials: Support the transition to the Common Core State Standards (CCSS). Continue the use of the Renaissance Place program to supplement reading and math instruction. Continue to use the CCSS aligned Study Island computer program. Continue to support literacy in the primary grades with the Pebble Go computer program. Provide organizational support for for student success Introduce magazines as reading material in the classrooms and the library As part of the Professional Learning Community model, the teachers will continue to have increased opportunity to collaborate in order develop SMART Goals to improve	14-15 school year	Teachers Principal	Cost associated with renewal the Renaissance Place computer-based program.	5000-5999: Services And Other Operating Expenditures	LCFF--Supplemental	6,374
			Cost associated with the renewal of Study Island, a computer based, CCSS aligned program.	5000-5999: Services And Other Operating Expenditures	LCFF--Supplemental	3,140
			Cost associated with the renewal of the Pebble Go program	5000-5999: Services And Other Operating Expenditures	LCFF--Supplemental	995
			Cost associated with providing folders for the primary grades and student planners for the intermediate grades (see parent participation expenditure)	4000-4999: Books And Supplies	Title I Part A: Allocation	
			Cost of magazine subscriptions	4000-4999: Books And Supplies	Title I Part A: Allocation	2,300
			Cost of software licenses and permits and cost of maintaining and updating current technoolgy in the classrooms	5000-5999: Services And Other Operating Expenditures	Title I Part A: Allocation	1,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
student achievement and to plan and discuss lesson delivery (based on curriculum-embedded assessment data) Provide classroom teachers with the technology needed for students to access all learning opportunities						
Extended Learning Time: Title I reading intervention for at-risk students in grades K-2 Provide intervention for our struggling students with Intervention Support Providers (ISP) and instructional aide time Implementation of SRA Reading Mastery and SIPPS as intervention programs for struggling readers Provide extended learning opportunities to our GATE and High Achiever identified students through the District's W-PEP program Provide an opportunity for students to engage in an elementary band program.	14-15 school year	Title I teacher ISP's & Instructional Aides Teachers	Cost of Title I teacher (1 FTE)	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	43,062
			Cost of three ISP's (a total of 11.5 hours daily)	2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	63,664
			Cost of ISP services not funded by Title I	2000-2999: Classified Personnel Salaries	LCFF–Supplemental	15,659
			Hourly cost for teachers providing enrichment classes	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	1,097
			Cost of program	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	7,000
Staff development and professional collaboration: Provide planning time for teachers during Early Release Days and regularly scheduled grade level	14-15 school year	Teachers Principal	Cost of workshops or training	5000-5999: Services And Other Operating Expenditures	Title I Part A: Professional Development (PI Schools)	20,908
				None Specified	None Specified	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
meetings As budget permits, allow staff the opportunity to attend related workshops or training including Visible Learning training as well as training on effective first instruction (EDI or TESS). The district has provided and will continue to provide support to our certificated staff by offering articulation meetings. Our staff will continue to participate in the district articulation effort.(CAIPS Committee) As part of the Professional Learning Community model, the teachers will continue to have increased opportunity to collaborate in order to plan and discuss lesson delivery (based on curriculum-embedded assessment data)						
Involvement of staff, parents and community: Identify, through SST's, grade level meetings and multi-grade articulation meetings, those students in need of academic support services Parent/teacher conferences and on-going communication to discuss academics and if necessary truancy Use of student folders in the primary grades and student agendas in the intermediate grades (both items	14-15 school year	Teachers Students Office staff Administration	Cost of SST coordinator	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	2,000
			Cost of interpreters for our non-English speaking families	2000-2999: Classified Personnel Salaries	Economic Impact Aid	300
			Cost of folders and agendas		Title I Part A: Allocation	2,015
			The cost associated with the printing of documents and reports		Title I Part A: Allocation	2,000
			The cost associated with the purschase of video surveillance equipment	5000-5999: Services And Other Operating Expenditures	Title I Part A: Parent Involvement	4,253

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
include school rules, procedures, etc.) Regular and timely communication with parents via newsletters, reports, notices, etc. Implement consistent measures to insure the safety of the students and staff. English Learner Advisory Committee (ELAC) meetings are held at least 4 times a year We plan to offer two workshops/meetings to parents of Title I students. Parents would learn strategies on how to help their students and they would receive materials to take home to implement the strategies FSS would like to provide students with the opportunity to participate in school sponsored trips and activities regardless of financial hardship			Cost of scholarships to allow needy students to participate	7000-7439: Other Outgo	LCFF–Supplemental	500
Monitoring Program Implementation: Teachers and administration will monitor student progress on the OARS data management system Teachers will monitor student progress on our Accelerated Math program Administration will monitor program implementation through teacher observations, routine classroom	14-15 school year	Teachers Administration	Cost associated with the renewal of the RenLearn program			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
walk-throughs, grade level meeting notes, Collaboration meeting minutes and review of OARS information Certificated staff and administration will review STAR testing program information to identify focus areas						

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English Learner Achievement
LCAP GOAL:
LCAP Goal 1, 2, & 4
LEA GOAL:
LEAP Goal 1, 2 & 5
SCHOOL GOAL #2:
All English learners will increase at least one English language acquisition level as measured by CELDT.
Data Used to Form this Goal:
Results on annual CELDT assessments.
Findings from the Analysis of this Data:
A percentage of students continue to struggle with English language acquisition.
How the School will Evaluate the Progress of this Goal:
Review of CELDT results and ELD program assessments.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of instruction with content standards: Curriculum mapping and calibration at each grade level that aligns instruction to CCSS. The school will develop and follow a district adopted lesson pacing schedule and common assessment guide for each grade level	14-15 school year	Teachers	Teachers are able to meet in grade level teams during Early Release Days two times each month.	None Specified	None Specified	
			Cost associated with providing intervention that includes after school tutoring for underperforming subgroups	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	2,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
As part of implementing the Professional Learning Community model, the school will develop a consistent assessment and monitoring system for the mathematics program with particular focus given to the subgroups that failed to meet AYP targets Support classroom teachers with English learners by providing them with instructional aide time			Cost associated with 5 hours of instructional aide time Cost associated with instructional aide time	2000-2999: Classified Personnel Salaries 2000-2999: Classified Personnel Salaries	Economic Impact Aid LCFF–Supplemental	31,927 579
Improvement of instructional strategies and materials: Provide our English learners with enhanced opportunities to acquire the English language	14-15 school year	Teachers	Cost associated with technology to facilitate the acquisition of English.	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	10,000
Extended Learning Time: Offer Homework Club	14-15 school years	Teachers	Cost to operate Homework Club	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	5,200
Staff development and professional collaboration: Provide planning time for teachers during Early Release Days and regularly scheduled grade level meetings As budget permits, allow staff the opportunity to attend related workshops or training The teaching staff will be provided an opportunity to participate in Explicit	14-15 school year	District Office Teachers Administration				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Direct Instruction training The district has provided and will continue to provide support to our certificated staff by offering articulation meetings. Our staff will continue to participate in the district articulation effort.(CAIPS Committee) As part of the Professional Learning Community model, the teachers will continue to have increased opportunity to collaborate in order to plan and discuss lesson delivery (based on curriculum-embedded assessment data)						
Involvement of staff, parents and community: Dissemination of assessment results to parents Timely academic reports and referral for intervention if necessary Identify, through SST's, grade level meetings and multi-grade articulation meetings, those students in need of academic support services Parent/teacher conferences and on-going communication to discuss academics and if necessary truancy Use of student folders in the primary grades and student agendas in the intermediate grades (both items include school rules, procedures, etc.)	14-15 school year	Teachers Students Office staff Principal	Possible release time for teachers would require substitutes (see goal 1 expenditures) The cost of student folders and agendas (see goal 1 expenditures) The cost associated with the printing of documents & reports (see goal 1 expenditures) The cost associated with "visitor stickers" (see goal 1 expenditures) The cost of field trips and/or other activities for those students with financial need (see goal 1 expenditures)			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Regular and timely communication with parents via newsletters, reports, notices, etc. Implement consistent measures to insure the safety of the students and staff. English Learner Advisory Committee (ELAC) meetings are held at least 4 times a year We plan to offer two workshops/meetings to parents of Title I students. Parents would learn strategies on how to help their students and they would receive materials to take home to implement the strategies FSS would like to provide students with the opportunity to participate in school sponsored trips and activities regardless of financial hardship						
Monitoring Program Implementation: Teachers and administration will monitor student progress on the OARS data management system Administration will monitor program implementation through teacher observations, routine classroom walk-throughs, grade level meeting notes, Collaboration Tuesday notes and review of OARS information Certificated staff and administration	14-15 school year	Teachers Administration				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
will review CBM assessment information to identify focus areas						

2821.2

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Attendance
LCAP GOAL:
LCAP Goal 1, 2, & 4
LEA GOAL:
LEAP Goal 1, 2 & 5
SCHOOL GOAL #3:
By June of 2015, First Street School's attendance rate will increase to 97.14%. Our current baseline is 96.64%.
Data Used to Form this Goal:
Attendance tracking data.
Findings from the Analysis of this Data:
A small percentage of students continue to accrue absences to the point of being identified as truant.
How the School will Evaluate the Progress of this Goal:
We will track attendance monthly to ensure that we're on track to meet our goal.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Extended Learning Time: Weekly perfect attendance recognition Monthly perfect attendance recognition Bicycle giveaway at the end of the year Home visits to encourage reluctant	14-15 school year	Principal	Bicycles for our incentive program are provided by community partners such as Horace Mann Insurance Company.			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
students to attend school						
Staff development and professional collaboration: • Attend training offered by the county or district related to improving student attendance	14-15 school year	Principal and appropriate staff				
Involvement of staff, parents and community: Weekly clearing of unverified absences each Friday Weekly SARB / Attendance letter generated each Friday Weekly SARB / Attendance letters sent each Friday PLC review of students receiving letters	14-15 school year	Attendance Clerk Principal Teachers				
Monitoring Program Implementation: Administration and staff will review monthly ADA percentages provided by the district to identify focus areas Enhance security on our campus by adding cameras to our video surveillance system	14-15 school year	Staff school administration	Cost of additional cameras to have increased coverage on campus	5000-5999: Services And Other Operating Expenditures	Economic Impact Aid	4,783

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Transition Plans for Preschool Children
LCAP GOAL:
LCAP Goals 1,2,4,5
LEA GOAL:
LEA Goals 1,4,5
SCHOOL GOAL #4:
Transition plans for assisting preschool children in the successful transition to the schoolwide program will be in place.
Data Used to Form this Goal:
Data from progress monitoring, anectdotal records, PLC minutes
Findings from the Analysis of this Data:
Findings will reveal the strength of the existing early childhood programs (TK/K) as well as provide areas of growth
How the School will Evaluate the Progress of this Goal:
Review the data from progress monitoring, the PLC minutes and informal conversations with TK/K teachers

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
PLC meetings between preschool, TK and K teachers to discuss current and incoming students as a means of ensuring academic support Attendance will be monitored and parents contacted at first sign of attendance issues Administration and staff will consistently review progress of new TK/K students as a means of	2014-2015 Year	Principal, staff				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
monitoring and targeting specific areas needing additional support						

8/27/18

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT:
LCAP GOAL:
LEA GOAL:
SCHOOL GOAL #5:
Data Used to Form this Goal:
Findings from the Analysis of this Data:
How the School will Evaluate the Progress of this Goal:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #2:
All English Learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The District EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal District EL Intervention Specialist	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	5718

5718

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
2000-2999: Classified Personnel Salaries	Economic Impact Aid	32,227.00
5000-5999: Services And Other Operating	Economic Impact Aid	4,783.00
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	1,097.00
2000-2999: Classified Personnel Salaries	LCFF–Supplemental	16,238.00
5000-5999: Services And Other Operating	LCFF–Supplemental	20,509.00
7000-7439: Other Outgo	LCFF–Supplemental	500.00
	Title I Part A: Allocation	4,015.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	59,262.00
2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	63,664.00
4000-4999: Books And Supplies	Title I Part A: Allocation	2,300.00
5000-5999: Services And Other Operating	Title I Part A: Allocation	1,000.00
5000-5999: Services And Other Operating	Title I Part A: Parent Involvement	4,253.00
5000-5999: Services And Other Operating	Title I Part A: Professional Development (PI	20,908.00

8.1.96

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Economic Impact Aid	37,010.00
LCFF–Supplemental	38,344.00
Title I Part A: Allocation	130,241.00
Title I Part A: Parent Involvement	4,253.00
Title I Part A: Professional Development (PI Schools)	20,908.00

8.1.97

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	60,359.00
2000-2999: Classified Personnel Salaries	112,129.00
4000-4999: Books And Supplies	2,300.00
5000-5999: Services And Other Operating Expenditures	51,453.00
7000-7439: Other Outgo	500.00

8.1.98

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	176,267.00
Goal 2	49,706.00
Goal 3	4,783.00

8.1.99

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Ruben Ayala	[X]	[ ]	[ ]	[ ]	[ ]
Nemesis Garcia	[ ]	[ ]	[ ]	[X]	[ ]
Open	[ ]	[ ]	[ ]	[X]	[ ]
Terri Leedy	[ ]	[ ]	[ ]	[X]	[ ]
Open	[ ]	[ ]	[ ]	[X]	[ ]
Vickie Vineyard	[ ]	[ ]	[ ]	[X]	[ ]
Alicia Hernandez	[ ]	[X]	[ ]	[ ]	[ ]
Anita Moya Del Pino	[ ]	[X]	[ ]	[ ]	[ ]
Patric Stelma	[ ]	[X]	[ ]	[ ]	[ ]
Angie Selter	[ ]	[ ]	[X]	[ ]	[ ]
Numbers of members of each category:	**1**	**3**	**1**	**5**	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

9.1.100

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

[ ]	State Compensatory Education Advisory Committee	Signature
[X]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[ ]	Other committees established by the school or district (list):	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on October 28, 2013.

Attested:

Ruben Ayala	Ruben Ayala	10-31-14
Typed Name of School Principal	Signature of School Principal	Date
Terri Leedy	Terri Leedy	10-31-14
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

8.1.101

The Single Plan for Student Achievement

School:	Foskett Ranch Elementary School
CDS Code:	31-66951-0108514
District:	Western Placer Unified School District
Principal:	Kelly Castillo
Revision Date:	10.28.14

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Kelly Castillo
Position:	Principal
Phone Number:	916.434.5255
Address:	1561 Joiner Parkway Lincoln, CA 95648
E-mail Address:	kcastillo@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on 11.18.14.

8.1.102

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8.1.103

School Vision and Mission

Foskett Ranch Elementary School's Vision and Mission Statements
At Foskett Ranch Elementary, our vision is to promote and foster academic, personal and social achievement for all students.

School Profile

SCHOOL PROFILE
Foskett Ranch Elementary School is located at 1561 Joiner Parkway in Lincoln, California. The school is in the Western Placer Unified School District (WPUSD) and opened in the fall of 2005. The school serves approximately 500 students in pre Kindergarten through fifth grade. Two special education preschool classes and two special education primary classes serve students with special needs. Three Kindergarten classes, three first grade classes, two second grade classes, a second/third combination class, three third grade classes, two fourth grade classes, and three fifth grade class serve our students. Families can enroll in a private, fee-based before and after school childcare program housed on campus.

Support services include a Resource Program, Speech and Language, Occupational Therapy, Four Special Day Classes (one K-1, one K-5 and two preschool), Science, Library and Music. A school psychologist works with staff to provide a small amount of group social skills training.

Parents are involved through School Site Council (SSC), Parent-Teacher Organization (PTO), as art and science docents, annual events, and regular volunteering with classroom activities. Parents support PTO activities such as educational/enrichment assemblies, family nights and festivals, purchasing supplies/materials/equipment, as well as various fundraisers.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

A parent/family survey is conducted every other year. The last survey, an online survey, was conducted in May 2014, and 56 families responded. 96% of parents feel welcome at school and are informed of school events. 98% of parents feel teachers promote academic excellence, Foskett Ranch is a safe environment for students and staff, and students treat each other with respect, and there is a mutual respect between staff and students. Children enjoy school. 95% of the parents know what their children are expected to learn, and 84% of parents indicate that the grade level curriculum is appropriately challenging. 95% of parents say that their children have adequate materials and supplies. 83% of parents indicate that students are developing an understanding of technology. 84% of parents indicate that school discipline is fair and consistent (11% disagree). 100% of the parents indicate that they are regularly informed about upcoming school events. 73% of parents feel that the principal is accessible and open to concerns and comments (4% disagree and 21% do not know).

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Teachers are observed formally every other year as a part the formal evaluation process outlined in the Western Placer Teacher Association contract. Teachers are observed informally throughout the school year.

8.1.104

Teachers are observed engaging their students through a consistent implementation of the adopted curriculum. Students are observed to be working on task and within a positive classroom environment with appropriate academic and behavioral supports.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   At the start of each school year, teachers review student performance on state and local assessments to evaluate their instructional program from the prior year to establish priorities and develop goals for the current year. In reviewing data staff identify students that need extra support as well as enrichment to target instruction and intervention to meet the needs of the various levels of learners and to improve student achievement.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   Grade levels formally meet twice a month (in Professional Learning Communities) during early release days to evaluate formative assessment information, develop short-term goals as a grade level and discuss/implement regarding effective strategies to help all students meet goals.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   All staff on campus meet the criteria for highly qualified staff.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   All teachers on staff possess sufficient credentials to teach the subjects for which they are assigned. This year all staff are currently participating in district-wide, professional development as we implement the new math adoption and Common Core State Standards (CCSS). Teachers attend additional professional development workshops at the district county levels on a variety of topics. At the site level teachers engage in book studies and professional development to enhance use of instructional strategies, technology, and classroom management.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   Staff development is geared to meet the district and school's annual goals for student achievement in the content areas based on the assessed needs of students.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   Two district curriculum coaches are available to work with teachers.

9.1.105

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

The district calendar includes an early release day each week for teacher collaboration. Grade levels meet during these days to analyze student assessment data, set goals for achievement based on the assessment data, discuss and implement strategies to meet students' needs and ensure students achieve set goals, and to monitor student and grade level progress. Special Education, music and science teachers participate in grade level team meetings as well as cross site department meetings.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

All subject areas, report cards, and assessments are aligned with current Common Core State Standards (CCSS). District adopted curriculum and supplemental material, aligned to CCSS, is used in language arts, math, science, social studies, and visual arts. Instruction and lessons are standards-based and originate from adopted curriculum.Teachers use supplemental materials where needed for specific grade/subject areas

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Teachers develop weekly lesson plans that reflect the recommended minutes for instruction in each of the core curricular areas.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

District grade level teams created pacing and assessment guides that teachers use district-wide. School grade level teams analyze data and collaborate to create intervention blocks during the instructional day to meet the needs of their students.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

Texts are available through WPUSD for all K-5 student population. Supplemental materials have been purchased with LCFF funds as needed. The adopted Language Arts program contains lessons and supplemental materials to address various levels of learning. Software supplements to produce worksheets are available. Lower grade level materials can be used for students at below or well below basic levels. Pearson math provides supplemental lessons and video tutorials . The Language Arts program contains pre-teaching, re-teaching and English Language Learner support materials. Language arts, math, and art/music programs offer resources for multi-ability levels. Classes have all proper music materials. WPUSD Board of Trustees adopts annual resolution confirming instructional materials available to students

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All materials adopted and used by district teachers meet the requirements of the California Department of Education.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Volunteers assist students in class
Remedial time with team teacher and district paid aide in Kindergarten
English Language arts extra support lessons and ELD lessons
Newsletter communication to parents re: their important role with children re: good nutrition, proper sleep, and consistent help with school work
Possible retention notices list school staff, parent and student actions
Teachers cover all content standards in each grade level
Cross age tutors – study buddies – with older students helping younger students
Student teachers utilized at times during the year in specific classes
Decodable leveled books used to assist students

After school tutoring, has been offered, as funds are available, to assist students with academic work
Homework support (Homework Club) is available, as funds are available, to assist students with homework
Supplemental materials and strategies shared among staff to assist lower performing students
Student Success Team (SST) meetings held, as per need, to assist students/parents with ideas and guidelines for assistance at home and at school
Special Education Individualized Educational Plans (IEP) developed for determining educational goals for students in Special Education programs.

14. Research-based educational practices to raise student achievement

In addition to the core curriculum, staff use the SIPPS (Systematic Instruction in Phonemic Awareness), software to address EL vocabulary development independent and instructional reading levels for all students, Read Naturally fluency and vocabulary development, core curriculum intervention and enrichment activities, district adopted ELL materials and Explicit, Direct Instruction (EDI) strategies.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

STAR Before and After School Program is a private, fee-based company that contracts with WPUSD from 6:30 AM to 6:30 PM
Lighthouse Resource Center services for family, parent, student counseling and guidance services
SST meetings to assess and assist student needs with faculty/parent input
Parent/teacher conferences with minimum days set for communication regarding progress towards state standards
Placer County Office of Education workshops
WPUSD in-services
Special Education RSP & Speech
Enrichment field trips
Kindergarten Class Size Reduction Option 2 with one hour aide time per class and team teaching between the AM and PM teachers for 100 minutes per day.
Volunteers (parent, grandparent, Sun City community volunteers) in classrooms
Instructional assistant for academics in RSP
Special Day Classes for students with moderate/severe disabilities
After-School tutoring as funds allow
Prep time for each teacher for planning time to assist students in various ways, communicate/report to parents, and plan specifics re: academic needs
Community sports programs (soccer, football, baseball, basketball)
CPS assistance as needed
Library time scheduled for all students weekly
After school enrichment clubs (private or PTO sponsored)

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Not Applicable

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Leveled reading materials allow teachers to work with small groups of students performing below grade level.
After school tutoring materials have been purchased
Many various supplemental materials, as requested and funds available, for staff to assist student needs
Special education funds assist with RSP, Speech, Psychologist personnel
After-school tutoring in math and reading has been available to assist students after school when funds are available
After-school homework assistance helps students referred by teachers and/or parents to receive assistance with basic skills.

8.1.107

Students new to the United States (in grades 6-12) attend an intensive English Language Development Program (Newcomer's Program)
Economic Impact Aid (EIA) site funds are coordinated at the district level and fund an English Language Learner (ELL) Program Specialist that supports each site's English Language Development (ELD) program.
Accelerated Reader program to assess reading comprehension and to motivate students to read.
Many various supplemental materials, as requested and funds available, for staff to assist student needs
Student Study Team (SST) meetings with staff and parents to assist students with academics, social, behavioral, and emotional issues
Assistance with paper supplies and copier costs to assist staff/students with extra materials needed

18. Fiscal support (EPC)

The site receives $21 per student for general funds, and each teacher receives $500 in lottery funds. Categorical funds include supplemental L1 77 of $16,745 (9009 funding for this year and $7736 carryover), Economic Impact Aid/Limited English Learner 13/14 carry over funds of 2,364. PTO provides classroom grants of $10 per child to support classroom instruction as well as funding for various campus activities.

Description of Barriers and Related School Goals

Chronic tardiness and absenteeism with students that need extra support
Some family environments have been affected due to the economic downturn which have affected tardiness, absenteeism and student achievement
Some language barriers
Limited categorical funds and programs to assist students that need extra support
Expenses associated with copying support materials
Limited intervention/support staff to address academic and behavior concerns
Limited support materials to address underperforming students
Summer School (when available) takes place after the child failed the school year

8.1.108

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	343	337	N/A	231	233	N/A	11	8	N/A	8	9	N/A
Growth API	860	865	N/A	865	868	N/A	804	N/A	N/A			
Base API	870	860	N/A	883	865	N/A		805	N/A			
Target	A	A	N/A	A	A	N/A						
Growth	-10	5	N/A	-18	3	N/A						
Met Target	Yes	Yes	N/A	Yes	Yes	N/A						

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	62	55	N/A	17	16	N/A	67	65	N/A	48	40	N/A
Growth API	845	865	N/A	776	767	N/A	819	806	N/A	729	818	N/A
Base API	813	845	N/A	730	776	N/A	802	819	N/A	803	729	N/A
Target	A	A	N/A				A	A	N/A			
Growth	32	20	N/A				17	-13	N/A			
Met Target	Yes	Yes	N/A				Yes	Yes	N/A			

Conclusions based on this data:

1. The white subgroup and all students are close in achievement. The Hispanic subgroup's achievement gap has closed compared to all students.
2. A gap exists with English Language Learners, and their score has dropped. A gap continues between Students with Disabilities compared to all students, but their scores have increased.
3. Scores dropped from 2011 to 2012 and increased in 2013.

8.1.109

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100	N/A	100	100	N/A	100	100	N/A	100	100	N/A
Number At or Above Proficient	226	231	N/A	153	164	N/A	4			--		
Percent At or Above Proficient	65.9	68.5	N/A	66.2	70.4	N/A	36.4	--		--	--	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	Yes	N/A	No	Yes	N/A	--	--		--	--	

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	99	100	N/A	100	100	N/A	100	100	N/A	99	100	N/A
Number At or Above Proficient	43	39	N/A	10	5	N/A	40	35	N/A	21	30	N/A
Percent At or Above Proficient	69.4	70.9	N/A	58.8	31.3	N/A	59.7	53.8	N/A	43.8	75.0	N/A
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	Yes	Yes		*	*	*	Yes	No	N/A	--	--	

Conclusions based on this data:

1. The percent proficient/advanced dropped with the following subgroups - Socio Economically Disadvantaged Students, White Students, All Students
2. The percent proficient/advanced increased with the following subgroups - English Language Learners, Hispanic Students, Students with Disabilities
3. An achievement gap exists with English Language Learners and Socio Economically Disadvantaged Students compared to All Students. The gap has narrowed between Students With Disabilities, White and Hispanic Students when compared to All Students.

8.1.110

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100	N/A	100	100	N/A	100	100	N/A	100	100	N/A
Number At or Above Proficient	245	238	N/A	170	168	N/A	6			--		
Percent At or Above Proficient	71.4	70.6	N/A	73.6	72.1	N/A	54.5	--		--	--	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	No	N/A	No	No	N/A	--	--		--	--	

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	99	99	N/A	100	100	N/A	100	100	N/A	99	98	N/A
Number At or Above Proficient	39	36	N/A	7	8	N/A	40	37	N/A	24	28	N/A
Percent At or Above Proficient	62.9	65.5	N/A	41.2	50.0	N/A	59.7	56.9	N/A	50.0	70.0	N/A
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	Yes	N/A	*	*	(	No	No		--	--	

Conclusions based on this data:

1. The following subgroups showed an increase in percent proficient/advanced - Hispanic, English Language Learners, Students with Disabilities.
2. The following subgroups showed a decrease in percent proficient/advanced - All Students, White, Socio Economically Disadvantaged.
3. An achievement gap exists between the English Language Learners and All Students. A slight gap exists between the Socio Economically Disadvantaged and All Students. The gap continues to close between the Students with Disabilities and the Hispanic subgroups as compared to All Students.

8.1.11

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
1			2	50					2	50	4
2			1	25			2	50	1	25	4
4			******* *	***	******* *	***					********
5			******* *	***							********
Total			5	42	2	17	2	17	3	25	12

Conclusions based on this data:

1. Of the 12 students assessed on the CELDT exam in 2013 more students scored intermediate, early intermediate and below.

8.1.112

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	19	13	12
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	19	13	12
Number Met	--	--	--
Percent Met	--	--	--
NCLB Target	56.0	57.5	59.0
Met Target	*	*	*

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	20	2	18	2	15	1
Number Met	--	--	--	--	--	--
Percent Met	--	--	--	--	--	--
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	*	*	*	*	*	

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	*	*	*
Met Percent Proficient or Above	*	*	*
Mathematics			
Met Participation Rate	*	*	*
Met Percent Proficient or Above	*	*	(

Conclusions based on this data:

1. *Scores are not reported in this section due to the small test size.

8.1.113

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1. English Language Learners in Western Placer Unified School District met the annual NCLB growth targets for AMAO 1 for 2010-11, exceeded the target for 2011-12, and did not meet the AMAO 1 target for the 2013 - 2014 school year.
2. English Language Learners in Western Placer Unified School District met the criteria for attaining English Proficiency set in AMAO2.
3. English Language Learners in Western Placer Unified School District met the participation rate for testing and did not meet the percent proficient or above and therefore did not meet the AMAO3 target.

8.1.14

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Academic Achievement
LCAP GOAL:
All students will reach high standards in Literacy (ELA), Mathematics, and Science.
LEA GOAL:
Develop and continually upgrade a well articulated K-12 academic program
SCHOOL GOAL #1:
All students will reach high standards in Literacy (ELA), Mathematics, and Science.
Data Used to Form this Goal:
State Test Data
Findings from the Analysis of this Data:
Not Applicable - state baseline data will be available for Fall of 2015 analysis.
How the School will Evaluate the Progress of this Goal:
Grade levels will regularly analyze student progress during grade level (PLC) meetings. School Site Council will analyze school data, including state test information and district assessment data, to evaluate progress towards school goal #1.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of instruction with content standards: A. Grade levels meet to analyze and unpack CCSS to address the needs of the underperforming students. B. Grade levels create SMART goals that address needs. Grade levels review and modify goals during PLC meetings.	2014-2015	Staff/Admin	A. Release time for grade levels to meet.	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	2,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
C. Walkthrough observations monitor instruction aligned to content standards and strategies to address needs of subgroup populations. D. Science lab lessons include targeted opportunities to enhance reading/writing across the curriculum and to address the needs of sub groups. E. Music and Art are paced to ensure instruction is matched to standards at each grade level. F. Teachers/students set Accelerated Reader goals each trimester and regularly monitor progress towards those goals to help students increase reading fluency. G. Individual Education Plans (IEP's) for special education students are aligned with content standards in English Language Arts and are created using a county online resource. H. English Language Learners are assessed and monitored to ensure student progress towards district and state standards.						
Improvement of instructional strategies and materials: I. Professional Learning Communities analyze student assessment data to monitor progress and develop action	2014 - 2015	Staff/Admin	K. Renaissance Learning Subscription	5000-5999: Services And Other Operating Expenditures	LCFF--Supplemental	3080

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
plans to meet students' needs. J. Student Success Team (SST) and grade levels meet regularly to develop action plans to address students' needs. K. Accelerated Reader allows students daily independent reading practice and allows staff to conference with students to monitor progress. L. Library resources address various needs by allowing students to select materials at their reading levels. M. Supplemental materials and supplies help to differentiate instruction to address the differentiated needs of the learners. N. Students use technology resources for solving problems and making informed decisions in technology infused mathematics, science, social studies, language arts. O. Grade levels collaborate to provide intervention for underperforming students and English Learners.			K. Renaissance Learning Subscription	5000-5999: Services And Other Operating Expenditures	Economic Impact Aid	1320
			L. Library resources address various needs by allowing students to select materials at their reading levels.	4000-4999: Books And Supplies	LCFF–Supplemental	3000
			M. Cost of supplemental materials to address the needs of underperforming students.	4000-4999: Books And Supplies	LCFF–Supplemental	3246
Extended Learning Time: P. Homework Club allows under-performing students the opportunity to receive additional assistance in the content areas. Q. Grade level teams collaborate to provide intervention during the	2014 - 2015	Staff/Admin	O. Hourly rate of certificated staff 3 days per week, 45 mins each session at $35 per hour.	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	1000

2014-15

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
school day to meet students' learning needs. R. After school activities allow students to participate in after school enrichment programs. S. After school choir extends the core curriculum presented during music instruction.						
Increased educational opportunity: T. Grade level differentiation blocks allow teams of teachers/staff to address the needs of students below, at and above grade level standards. U. Accelerated Reader provides daily reading practice at students' ZPD (Zone of Proximal Development). V. The computer lab supports instruction in the content areas. W. Identified special education students receive support (based on their IEP goals) from their classroom teacher and the Resource Specialist Program (RSP) and Special Day Class teachers. X. Adopted Language Arts curriculum includes components to address needs of sub group populations. Y. Software programs allow students with identified needs additional opportunities to increase specific learning needs/goals.	2014 - 2015	Staff/Admin	V. Substitute costs for collaboration meetings between special ed, regular ed staff and admin at the beginning of the year to understand the IEP components.	1000-1999: Certificated Personnel Salaries	Economic Impact Aid	100

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staff Development and Professional Collaboration: Z. Staff members participate in site/district and outside workshops. AA. Professional Learning Communities collaborate to further develop strategies to differentiate instruction and to understand targeted populations. BB. Grade level teams meet with the district curriculum coaches to review math curriculum and alignment to essential standards and and to examine Common Core Standards/ strategies.	2014 - 2015	Staff/Admin				
Involvement of Staff, Parents and Community: CC. Principal reports at PTO meetings focus on school activities and student achievement. DD. Standards and grading format are presented to parents. EE. School Site Council (SSC) reviews school achievement data to monitor school program success. FF. Teachers meet with parents during parent/conference times to share individual student progress towards district standards and to develop action plans that involve school and home for students at-risk of retention.	2014 - 2015	Staff/Admin				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
GG. Parents receive reports associated with Accelerated Reader that update them regarding student progress. HH. Student Success Team meetings include the parents' input in development of individual learning plans. II. SSC's data review includes analyzing progress of sub group populations to monitor school program success.						
Auxiliary services for students and parents: JJ. Kindergarten orientation is held prior to the beginning of a new school year. KK. Parents are a vital part of the Student Study Team (SST). LL. Back to School and November conferences provide opportunities for parents and teachers to communicate. MM. Transition meetings are held for special education students entering Kindergarten and promoting to middle school.	2014 - 2015	Staff/Admin	KK. Translators allow parents of English Language Learners to communicate student progress.	1000-1999: Certificated Personnel Salaries	Economic Impact Aid	344
			LL. Cost of substitute teachers for staff to attend preschool to K & elementary to middle school transition IEP meetings.	1000-1999: Certificated Personnel Salaries	Economic Impact Aid	300
Monitoring program implementation and results: NN. Teachers meet during staff and grade level meetings to review	2014 - 2015	Staff/Admin/ School Site Council				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
student assessment data to determine program effectiveness. OO. SSC reviews student progress to monitor program effectiveness.						

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English Language Learners
LCAP GOAL:
All students will reach high standards in Literacy (ELA), Mathematics and Science.
LEA GOAL:
Develop and continually upgrade a well articulated K-12 academic program
SCHOOL GOAL #2:
Identified Limited English Proficient (LEP) students will advance one level on the CELDT assessment.
Data Used to Form this Goal:
CELDT Data
Findings from the Analysis of this Data:
The following numbers of students scored the following: Advanced - 0 students, Early Advanced - 5 students, Intermediate - 2 students, Early Intermediate - 2, Beginner - 3
How the School will Evaluate the Progress of this Goal:
Due to a few numbers of students assessed on the CELDT, School Site Council will need to match scores to determine those that met the goal to move up one CELDT level.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of instruction with content standards: A. English Language Learners practice identified vocabulary needs on a daily basis. B. English Language Learners are assessed and monitored to ensure student progress towards EL and state standards.	2014 - 2015	Staff/Admin	Ren Learn Subscription - English in a Flash		LCFF--Supplemental	700

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Improvement of instructional strategies and materials: C. Professional Learning Communities analyze student assessment data to monitor progress and develop action plans to meet students' needs. D. Student Success Team (SST) and grade levels meet regularly to develop action plans to address students' needs. E.. Supplemental materials and supplies help to differentiate instruction to address the differentiated needs of the learners.	2013 - 2014	Staff/Admin	M. Supplemental materials and supplies to meet the needs of the English Language Learners	4000-4999: Books And Supplies	LCFF–Supplemental	444
Extended Learning Time: F. Homework club allows under-performing students and English Language Learners the opportunity to receive additional assistance in the content areas. G. Grade level teams collaborate to provide intervention during the school day to meet students' learning needs.	2013 - 2014	Staff/Admin	See goal #1			
Increased educational opportunity: H. Grade level differentiation blocks allow teams of teachers/staff to address the needs of students below, at and above grade level standards. I. Accelerated Reader provides daily reading practice at students' ZPD (Zone of Proximal Development) to	2013 - 2014	Staff/Admin	See goal #1			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
help develop reading skills. J. Adopted Language Arts curriculum includes components to address needs of sub group populations.						
Staff Development and Professional Collaboration: K. Staff members participate in district and outside workshops that focus on differentiation of instruction. L. Professional Learning Communities collaborate to further develop strategies to differentiate instruction and to understand targeted populations.	2013 - 2014	Staff/Admin	See goal #1			
Involvement of Staff, Parents and Community: M. Principal reports at PTO meetings focus on school activities and student achievement. N. Student Success Team meetings include the parents' input in development of individual learning plans. O. SSC's data review includes analyzing progress of sub group populations to monitor school program success.	2014 - 2015	Staff/Admin/SSC	Translation Services	2000-2999: Classified Personnel Salaries	Economic Impact Aid	300
Auxiliary services for students and parents:	2013 - 2014	Staff/ Admin	See goal #1			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
P. Kindergarten orientation is held prior to the beginning of a new school year. Q.. Parents are a vital part of the Student Study Team (SST). R. Back to School and November conferences provide opportunities for parents and teachers to communicate.						
Monitoring program implementation and results: S. Teachers meet during staff and grade level meetings to review student assessment data to determine program effectiveness. T. SSC reviews student progress to monitor program effectiveness.	2013 - 2014	Staff/Admin/ School Site Council	See goal #1			

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Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: School Environment
LCAP GOAL:
All students will feel supported at school and will receive instruction in a safe and well-maintained environment.
LEA GOAL:
Foster a safe, caring environment where individual differences are valued and respected.
SCHOOL GOAL #3:
All students will feel supported at school and will receive instruction in a safe and well-maintained environment. Discipline data (formal suspensions and school citations) will decrease 5%.
Data Used to Form this Goal:
Aeries discipline data
Findings from the Analysis of this Data:
During 2013 - 2014 school year, 3 formal suspensions and 3 informal suspensions occurred. 71 citations were recorded, 2 at Kindergarten, 5 at First grade, 7 at Second grade, 13 at Third grade, 34 at Fourth grade, and 10 at Fifth grade.
How the School will Evaluate the Progress of this Goal:
School Site Council and staff will monitor progress by reviewing Aeries discipline information.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Improvement of instructional strategies and materials: A. A school-wide behavior plan that fosters positive choices and includes rewards and consequences, promotes consistent enforcement of school discipline. B. There is an attempt to enhance the level of security for identified	2014 - 2015	Staff/Admin	B. Security Cameras	6000-6999: Capital Outlay	LCFF–Supplemental	3,600
			D. Cost of student incentives	4000-4999: Books And Supplies	LCFF–Supplemental	500
			F. Cost of awards	4000-4999: Books And Supplies	LCFF–Supplemental	400

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
students in the community to support their overall well-being at school. C. Assemblies/presentations funded by the Parent Teacher Organization focus on social skills, self-esteem and appropriate choices reinforce the school-wide behavior plan. D. Staff distribute tickets to students that exhibit positive behavior choices. E. The Rotary Club donates a bicycle each trimester that students can win in a drawing if they meet their AR goal. F. Trimester awards highlight students for efforts and achievement in citizenship, effort, reading goals, academics, attendance.						
Extended learning time: F. A school psychologist works with small groups of students (referred by their teachers or parents) to reinforce social skills. G. Families have the opportunity to connect with the school community through family nights funded by the Parent Teacher Organization.	2013 - 2014	Staff/Admin				
Increased educational opportunity: H. After school programs funded by the Parent Teacher Organization and school site in music, drama, art, math	2013 - 2014	Staff/Admin				

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Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
and science. enhance the learning environment.						
Staff development and professional collaboration: I. Staff participate in district workshops relating to behavior intervention. J. Staff participate in outside workshops relating to behavior intervention and discipline as funds allow.	2013 - 2014	Staff/Admin	I. Cost of workshops	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	600
Involvement of staff, parents and community: K. Weekly newsletter sent home from the principal highlighting school events as well as student and teacher accomplishments L. Parent/teacher/student conferences during first trimester of school to review assessment results and develop plans to address students' academic and social needs. M. Staff send reports to parents to keep them abreast of students' progress.	2013 - 2014	Staff/Admin	K. Postage L. Online Scheduler	4000-4999: Books And Supplies 5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental LCFF–Supplemental	300 239
Auxiliary services for students and parents: O. Parent information at Back to School Night to share assessment data, school goals, vision, etc.	2013 - 2014	Staff/Admin				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
P. Kindergarten Orientation Day to be held prior to the beginning of school to help orient kindergarteners as well as their parents with our program						
Monitoring program implementation and results: Q. Administration monitors behavior and works with staff and parents to implement strategies to support positive behavior. R. Staff/administration monitors effectiveness of school behavior plan and modify as necessary.	2013 - 2014	Staff/Admin				

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #2:
All English Learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The District EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal District EL Intervention Specialist	District EL intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	189

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Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	Economic Impact Aid	744.00
2000-2999: Classified Personnel Salaries	Economic Impact Aid	300.00
5000-5999: Services And Other Operating	Economic Impact Aid	1,320.00
	LCFF–Supplemental	700.00
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	3,000.00
4000-4999: Books And Supplies	LCFF–Supplemental	7,890.00
5000-5999: Services And Other Operating	LCFF–Supplemental	3,319.00
5800: Professional/Consulting Services And	LCFF–Supplemental	600.00
6000-6999: Capital Outlay	LCFF–Supplemental	3,600.00

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Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Economic Impact Aid	2,364.00
LCFF–Supplemental	19,109.00

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Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	3,744.00
2000-2999: Classified Personnel Salaries	300.00
4000-4999: Books And Supplies	7,890.00
5000-5999: Services And Other Operating Expenditures	4,639.00
5800: Professional/Consulting Services And Operating	600.00
6000-6999: Capital Outlay	3,600.00

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Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	14,390.00
Goal 2	1,444.00
Goal 3	5,639.00

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School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Kelly Castillo	[X]	[ ]	[ ]	[ ]	[ ]
Barbara Springborn	[ ]	[X]	[ ]	[ ]	[ ]
Dan Burbage-Macaluso	[ ]	[X]	[ ]	[ ]	[ ]
Debra Azar	[ ]	[X]	[ ]	[ ]	[ ]
Julie Miller	[ ]	[ ]	[X]	[ ]	[ ]
Jamie Watkins	[ ]	[ ]	[ ]	[X]	[ ]
Yvonne Cornog	[ ]	[ ]	[ ]	[X]	[ ]
Jennie Rogers	[ ]	[ ]	[ ]	[X]	[ ]
Numbers of members of each category:	1	3	1	4	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

[ ]	State Compensatory Education Advisory Committee	Signature
[ ]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[X]	Other committees established by the school or district (list): Grade Level Teams	Kelly Castillo Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on 10/28/14.

Attested:

Kelly Castillo Typed Name of School Principal	Kelly Castillo Signature of School Principal	10/30/14 Date
Barbara Springborn Typed Name of SSC Chairperson	Barbara Springborn Signature of SSC Chairperson	10/30/14 Date

The Single Plan for Student Achievement

School:	Glen Edwards Middle School
CDS Code:	31669516108351
District:	Western Placer Unified School District
Principal:	Stacey Brown
Revision Date:	October 10, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Kerry Callahn
Position:	Asst. Superintendent
Phone Number:	916-645-6350
Address:	204 L Street Lincoln, Ca. 95648-1825
E-mail Address:	kcallahan@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on November 18, 2014.

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School Vision and Mission

Glen Edwards Middle School's Vision and Mission Statements

Glen Edwards Middle School (GEMS) is one of two middle schools within the Western Placer Unified School District boundaries, serving approximately 800 students, grades sixth through eighth. Glen Edwards is located in the city of Lincoln, a changing semi-rural community situated in Placer County at the base of the Sierra Nevada Mountains. GEMS is a culturally diverse, Title I school grounded in the rich history of Lincoln and proud of its heritage and diversity. Currently, enrollment consists of: 4% American Indian, 3% Asian, 2% Filipino, 2% African-American, 37% Hispanic, 39% Caucasian and 6% two or more races. Students are our number one priority and our staff is dedicated to the shared mission of: creating a respectful, success-oriented, cooperative community that challenges all students to develop a curiosity for learning and to pursue academic excellence.

At GEMS, we are focused on ALL students learning and providing them with an excellent education. All of our academic programs are rigorous and follow state standards. We have several support programs including intervention classes, AVID that will continue and grow this year because of their positive impact on our students' needs. Also, we offer a variety of after-school activities, such as athletics, clubs and tutoring to help our students expand their interests and abilities.

School Profile

Glen Edwards Middle School was originally built as Lincoln Elementary School in 1952. The buildings were modernized in 1992 at about the same time that the school was converted to a middle school campus. Several portable classroom buildings and a cement sidewalk were added to the GEMS campus during the last few school years to accommodate our growing student body and classroom needs: a computer lab, two science lab classrooms, five classrooms, two PE locker-rooms, and staff and student restrooms. Additionally, the blacktop space was reconfigured to allow more court space for physical education classes and lunchtime play. In 2008 Glen Edwards' received a Project Fit America grant and added new physical fitness equipment and work-out area adjacent to existing apparatus in an effort to increase our students' anaerobic and aerobic programs.

The student school day begins promptly at 8:00 a.m. and ends with dismissal at 2:30 p.m. In order to provide extended school day experiences for students, several opportunities are available to GEMS students. All teachers are available for student support and questions at 7:40 a.m. daily; breakfast is also available in the multipurpose room daily at 7:40 a.m. After school, students find a variety of activities available, including athletics, after-school Panther Pride tutoring (from 3:00 – 6:00 p.m.) and the Homework Club (from 2:45 – 3:45 p.m.) is a one hour program in which students complete homework or receive instruction. All activities are supervised by credentialed teachers.

GEMS staff and administration are committed to maintaining a safe and clean environment for students and their families. All visitors must check-in and out at the office and wear identifying badges for easy recognition. The assistant principal and campus supervisors work together to provide supervision and to maintain discipline on a daily basis.

School Leadership

Principal Stacey Brown moved to Glen Edwards M. S. from the other district middle school in the fall of 2013. Assistant Principal Josh O'Geen began his second year at Glen Edwards bringing 18 years of teaching and leadership experience to GEMS.

GEMS' School Site Council (SSC) is involved with school governance and budget decisions. The Council consists of ten members include five GEMS certificated and classified staff (including the principal) and five parent volunteers or members from the community. All parents of Glen Edwards students are invited participates and attend meetings, held on the third Tuesday of each month at 5:00 p.m. in the school library. The purpose of the SSC is to assist the school in matters pertaining to the Glen Edwards Middle School educational program by inquiring, informing, suggesting, recommending, and evaluating areas for school improvement.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Informal surveys are done with the staff through Goggle Docs. Parents surveys are done within the Association of Parents, Teachers and Students.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Formal classroom observations are conducted annually utilizing the district Certificated Evaluation Process. Informal "drop in" observations are done daily during the school year by both the Principal and Assistant Principal.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   Each fall Glen Edwards' testing results are analyzed by administration and faculty to determine areas of needed growth. Currently only eighth grade science is used for evaluation as a state assessment. Daily and weekly formative assessments provide further feedback to teachers to modify instruction, re-teach and intervention support to improve student achievement.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   The staff meets every Monday in professional learning communities to review data from assessments. The results are used to effect curriculum and interventions.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   All staff are highly qualified in there credentialed area.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   The staff are in appropriately credentialed subjects and receive professional development in classroom management and curriculum.

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5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Every Monday is an early-release day. During this collaboration time, administration and staff work in professional learning communities in content areas and grade levels meetings planning curriculum pacing guides, mapping key standards, developing smart goals, common assessments, data collection and student identification for intervention programs. Additional time will be set-aside for sharing data on student performance, evaluating current and best practices and determining improvements if needed to curriculum and instruction. Our primary focus for the school year is on student learning. Determining what students need to know, timely assessments, intervening when students experience difficulty in learning, and developing a systematic process where teachers work together to analyze and improve their classroom practices.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

The District has Peer coaches that provide assistants to Title 1 schools specifically.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

The staff meets weekly in professional learning communities by grade level and curricular area. Teachers also participate in vertical articulation with other district schools.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

All State of California approved curriculum, textbooks, and support materials in language arts, mathematics, social science, and science classes are aligned to state standards.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

We exceed instructional minutes in both L/A and math.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

All curricular areas are aligned with a pacing guide and master schedule is designed with intervention courses imbedded.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

Grade-level state adopted instructional materials are available to all students. Additionally, alternative/intervention standards-based curriculum is available to RSP (Resource Specialist Program), SDC (Special Day Class), EL (English Learner) and intensive intervention students.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All materials are state approved and meet adoption criteria.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

At Glen Edwards Middle School, there are three groups of under performing students, when compared to the overall school's academic performance: Hispanic/Latino, English Language Learners, Socio-Economically Disadvantaged students and Students with Disabilities who score Below Basic (BB) or Far Below Basic (FBB) on the California Standards Test. The following classes are available to support students: English Language Arts and math Intervention, English Language Development classes, after school

8.1.14

tutoring, resource classes, and special day classes.

14. Research-based educational practices to raise student achievement

    Professional Learning Communities review data to adjust instruction and curriculum and set goals.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

    The Panther Pride After-School Tutoring program is available to struggling students. The Title I Intervention classes are available to struggling students. The Lighthouse Counseling Center in Lincoln is available for individual and family counseling to support students' success. Adult Education English Learner programs are also available through the school district.

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

    Implementation and monitoring is done by the district office.

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

    Intervention specialist in both math and L/A are funded with Title 1 and LCFF supplemental funds. Additionally, teachers are provided release time for instructional planning.

18. Fiscal support (EPC)

    N/A

Description of Barriers and Related School Goals

There are many barriers that traditionally impair student success.

Unstable family environment in which education is not one of the highest priorities.
Language barriers.
Poor student motivation.
Poor attendance.
Need for improved communication between parents and school.

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School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	652	643		329	317		5	2		21	17	
Growth API	777	761		810	793					853	859	
Base API	790	790		816	821					847	866	
Target	5	5		A	A							
Growth	-13	-29		-6	-28							
Met Target	No	No		Yes	No							

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	255	263		152	141		350	344		91	89	
Growth API	726	711		670	663		725	703		607	592	
Base API	754	742		690	690		739	740		624	620	
Target	5	5		6	6		5	5				
Growth	-28	-31		-20	-27		-14	-37				
Met Target	No	No		No	No		No	No				

Conclusions based on this data:

1. Students in sub groups continue to fall below proficiency levels. Continued interventions and instructional strategies need to be implemented and monitored.

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School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	343	319		197	185		--			15	13	
Percent At or Above Proficient	52.6	49.6		59.9	58.4		--	--		71.4	76.5	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	No		No	No		--	--		--	--	

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	104	96		43	33		144	128		29	26	
Percent At or Above Proficient	40.8	36.5		28.3	23.4		41.1	37.2		31.9	29.2	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	No		No	No		No	No		--	--	

Conclusions based on this data:

1. All student groups continue to fall behind in proficiency levels.

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School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	304	205		176	122		--			14	8	
Percent At or Above Proficient	46.8	31.9		53.7	38.5		--	--		66.7	47.1	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	No		No	No		--	--		--	--	

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		99	100		99	100		100	100	
Number At or Above Proficient	91	58		45	18		133	78		22	18	
Percent At or Above Proficient	35.8	22.1		29.8	12.8		38.2	22.7		24.2	20.2	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	No		No	No		No	No		--	--	

Conclusions based on this data:

1. All student groups continue to fall behind in proficiency levels.

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School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
6	3	10	13	42	11	35	3	10	1	3	31
7	7	23	16	52	5	16	2	6	1	3	31
8	3	9	15	47	10	31	3	9	1	3	32
Total	13	14	44	47	26	28	8	9	3	3	94

Conclusions based on this data:

1. Students are moving from Intermediate to Early Advanced in high numbers from 6th to 8th grade.

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School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	94	83	94
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	94	83	94
Number Met	61	42	61
Percent Met	64.9%	50.6%	64.9%
NCLB Target	56.0	57.5	59.0
Met Target	Yes	No	Yes

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	12	84	3	83	6	92
Number Met	--	45	--	35	--	50
Percent Met	--	53.6%	--	42.2%	--	54.3%
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	*	Yes	*	No	--	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	
Met Percent Proficient or Above	No	No	
Mathematics			
Met Participation Rate	Yes	Yes	
Met Percent Proficient or Above	No	No	

Conclusions based on this data:

1.

8.1.147

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1.

8.1.148

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Improving Student Achievement
LCAP GOAL:
1, 2 & 4
LEA GOAL:
1 & 5
SCHOOL GOAL #1:
In the area of mathematics, increase student academic achievement as measured by end of trimester letter grades on report cards by at least 5% at the end of the school year. In the area of language Arts, increase student academic achievement as measured by end of trimester letter grades on report cards by at least 3% at the end of the school year.
Data Used to Form this Goal:
Findings from the Analysis of this Data:
How the School will Evaluate the Progress of this Goal:
Monitor student progress with trimester report cards.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of instruction with Common Core State Standards. Analysis of standards,curriculum mapping, developing common assessments and evaluating curriculum.	2014-2015	Teachers, Principal	No cost to LCFF			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of Instruction with key content standards • Pacing guides • Common assessments • Data tracking	2014-2015	Teachers, Principal	Curriculum Lead Teacher stipends	1000-1999: Certificated Personnel Salaries	LCFF--Supplemental	6,800
			Report Cards, Progress Reports, Certificates and projects	4000-4999: Books And Supplies	LCFF--Supplemental	1,200
Portion of Intervention Service Provider. Classroom and library books and supplies. Student agendas. Learning Management System, (Schoology). 10% of Title 1 funds mandated for professional development by PI status. Language Arts intervention teacher Part of 15% Title1 roll over. After school tutoring in math and L/A.	2014-2015	ISP, Principal, Teachers	Provides intervention instruction in L/A and math	2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	6,070
			Student agendas, classroom novels, library novels and supplies	4000-4999: Books And Supplies	Title I Part A: Allocation	16,420
			Communication system for parents, staff and students	5000-5999: Services And Other Operating Expenditures	Title I Part A: Parent Involvement	7,800
			On going staff development	1000-1999: Certificated Personnel Salaries	Title I Part A: Professional Development (PI Schools)	16,764
			STRIVE L/A intervention teacher	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	99,887
			Roll over to 2015-2016	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	25,763
			Intervention for math and L/A. After school tutoring	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	8,700
Portion of Intervention Service Provider SpringBoard Pre-AP materials Roll over for certificated personnel salary. Roll over for classified personnel salary.	2014-2015	ISP, Principal	Provides intervention instruction in math and L/A.	2000-2999: Classified Personnel Salaries	Economic Impact Aid	30,351
			Replace consumables and purchase classroom material.	4000-4999: Books And Supplies	LCFF--Supplemental	3,500
			Partial ELD teacher salary for 2015-2016	1000-1999: Certificated Personnel Salaries	LCFF--Supplemental	96,974

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
			Partial STRIVE ISP salary	2000-2999: Classified Personnel Salaries	LCFF–Supplemental	6,300

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: EL Achievement on CELDT
LCAP GOAL:
1, 2 & 4
LEA GOAL:
1, 2 & 5
SCHOOL GOAL #2:
All English Learners will progress one language level as measured by CELDT.
Data Used to Form this Goal:
2014-2015 CELDT Data
Findings from the Analysis of this Data:
How the School will Evaluate the Progress of this Goal:
2015-2016 CELDT Data

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Improvement of instructional strategies/materials. Increased educational opportunity and extended time. Two tutors in AVID class.	2014-2015	Teachers, Principal	Classroom supplies/books	4000-4999: Books And Supplies	LCFF–Supplemental	4,700
			Provide extended time for English acquisition in ELD elective class.	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	33,233
			Provide extended time for English acquisition in ELD elective class.	1000-1999: Certificated Personnel Salaries	Economic Impact Aid	50,545

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
			Tutors provide instructional assistance to AVID/EL students.	2000-2999: Classified Personnel Salaries	LCFF–Supplemental	3,000

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: School Safety and Climate
LCAP GOAL:
5
LEA GOAL:
4
SCHOOL GOAL #3:
Create a safe, positive school climate increasing the student average daily attendance rate .
Data Used to Form this Goal:
District attendance data.
Findings from the Analysis of this Data:
Determine if student discipline issues are decreasing. Monitor attendance trends that has been improving from 2010-2014.
How the School will Evaluate the Progress of this Goal:
District monthly attendance rates and site discipline monitoring.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Leadership class Honors Celebration Perfect Attendance Awards Gate Enrichment Opportunities Security Cameras No discipline/behavior dance	2014-2015	Teachers, Principal, APTS, Leadership Class	Leadership teacher and class assist in providing a respectful and safe school culture. Celebrating students with at least a 3.0 GPA in academic classes. Student recognition for perfect attendance.			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
			Programming and Robotics Club	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	2,788
			Install and maintain security cameras	6000-6999: Capital Outlay	LCFF–Supplemental	6,943
			Free dance and food for students without any discipline or behavior issues.			

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Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Community Involvement
LCAP GOAL:
1, 2, 4 & 6
LEA GOAL:
1, 2 & 5
SCHOOL GOAL #4:
Increase parent and community involvement and participation in school activities with emphasis on the Latino community by: 1) Have a representative on the SSC representing the Latino community. 2) Sponsor or host two educational or community building events for the Latino community.
Data Used to Form this Goal:
Demographic data indicates that Latino's are a significant sub group at Glen Edwards Middle School.
Findings from the Analysis of this Data:
Parent and community involvement is very important in student success.
How the School will Evaluate the Progress of this Goal:
Monitor the participation of parent and community involvement and evaluate if it had an impact on student achievement.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Parent and community involvement- Association of Parents, Teachers, Students (APTS) School Site Council Interpreters- parent conference for at risk students	2014-2015	Students, Teachers, Parents, Principal	APTS- meets monthly to support student and school programs. (SSC) meets regularly to discuss closing the achievement gap of under performing students.	5900: Communications	LCFF–Supplemental	7,907

9,511.69

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Report Cards/Progress Reports/Academic Plans For Success			Communicate with non/limited English speaking parents regarding student achievement or behavior.	5900: Communications	Title I Part A: Allocation	1,200
			Printing and postage.	4000-4999: Books And Supplies	Title I Part A: Allocation	1,200

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Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #2:
All English Learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The District EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal District EL Intervention Specialist	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	6150

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	Economic Impact Aid	50,545.00
2000-2999: Classified Personnel Salaries	Economic Impact Aid	30,351.00
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	139,795.00
2000-2999: Classified Personnel Salaries	LCFF–Supplemental	9,300.00
4000-4999: Books And Supplies	LCFF–Supplemental	9,400.00
5900: Communications	LCFF–Supplemental	7,907.00
6000-6999: Capital Outlay	LCFF–Supplemental	6,943.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	134,350.00
2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	6,070.00
4000-4999: Books And Supplies	Title I Part A: Allocation	17,620.00
5900: Communications	Title I Part A: Allocation	1,200.00
5000-5999: Services And Other Operating	Title I Part A: Parent Involvement	7,800.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Professional Development (PI	16,764.00

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Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Economic Impact Aid	80,896.00
LCFF--Supplemental	173,345.00
Title I Part A: Allocation	159,240.00
Title I Part A: Parent Involvement	7,800.00
Title I Part A: Professional Development (PI Schools)	16,764.00

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Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	341,454.00
2000-2999: Classified Personnel Salaries	45,721.00
4000-4999: Books And Supplies	27,020.00
5000-5999: Services And Other Operating Expenditures	7,800.00
5900: Communications	9,107.00
6000-6999: Capital Outlay	6,943.00

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Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	326,529.00
Goal 2	91,478.00
Goal 3	9,731.00
Goal 4	10,307.00

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School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Stacey Brown	[X]	[ ]	[ ]	[ ]	[ ]
Jessica Fernandez	[ ]	[X]	[ ]	[ ]	[ ]
Joe Uptain-Villa	[ ]	[X]	[ ]	[ ]	[ ]
Albert Medina	[ ]	[X]	[ ]	[ ]	[ ]
Flavia McGinley	[ ]	[X]	[ ]	[ ]	[ ]
Stephany Hammer	[ ]	[ ]	[ ]	[X]	[ ]
Alejandra Medina	[ ]	[ ]	[ ]	[X]	[ ]
Courtney Handl	[ ]	[ ]	[ ]	[X]	[ ]
Jeanne Johnston	[ ]	[ ]	[ ]	[X]	[ ]
Nathalie Avelar	[ ]	[ ]	[ ]	[ ]	[X]
Jennifer Freymond	[ ]	[ ]	[X]	[ ]	[ ]
Numbers of members of each category:	1	3	1	5	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

[ ]	State Compensatory Education Advisory Committee	Signature
[X]	English Learner Advisory Committee	Stephany Hammer Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[X]	Other committees established by the school or district (list): English Learners Staff	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on Nov, 14 2014.

Attested:

Stacey Brown Typed Name of School Principal	Stacey Brown Signature of School Principal	10-31-14 Date
Stephany Hammer Typed Name of SSC Chairperson	Stephany Hammer Signature of SSC Chairperson	10-31-14 Date

The Single Plan for Student Achievement

School:	Lincoln Crossing Elementary School
CDS Code:	31-66951-0113068
District:	Western Placer Unified School District
Principal:	Mark Rodriguez
Revision Date:	October 1, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Mark Rodriguez
Position:	Principal
Phone Number:	(916) 434-5292
Address:	635 Groveland Lane Lincoln, CA 95648
E-mail Address:	mrodriguez@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on November 18, 2014.

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School Vision and Mission

Lincoln Crossing Elementary School's Vision and Mission Statements
At Lincoln Crossing Elementary School everyone works together to create a positive atmosphere where students are becoming independent learners.

School Profile

Lincoln Crossing is located at 635 Groveland Lane in Lincoln, California and is one of seven elementary schools in the Western Placer Unified School District. The school's enrollment is approximately 665 students with 5 kindergarten classes, 4 first grade, 4 second grades, 4 third grades, 3 fourth grades, 3 fifth grades, and a fourth/fifth combination. Class sizes average 24 at kindergarten, 28 in grades 1 – 3, and 31 in grades 4 – 5. The ethnic diversity of the students attending the school are as follows: 4.1% American Indian, 7.1% Asian, 1.8% Pacific Islander, 6.4% Filipino, 3.8% African American, 76.5% White, and 0.3% unstated. 51% are male and 49% are female.

The staff at Lincoln Crossing provides a strong academic program for the students. The instructional program is based on common core state standards. State standards have been adopted and implemented in language arts, math, social science and science. The school day begins at 8:15 am and ends at 2:40 pm.

Support services include a Resource Program, Occupational Therapy, Speech and Language, Science, and Music.

Parents are involved through assisting with the Site Based Leadership Team (SBLT), Parent-Teachers' Club (PTC), annual events, and regular volunteering with classroom activities. Parents support PTC activities such as educational/enrichment assemblies, family nights, purchasing supplies/materials/equipment, as well as various fundraisers.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

No surveys taken at this time.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Teachers are observed engaging their students through a consistent implementation of the adopted curriculum. Students are observed to be working on task and within a positive classroom environment with appropriate academic and behavioral supports.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   At the start of each year, teachers review student performance on state and local assessments in an effort to evaluate their instructional program for the prior year and establish priorities, or SMART goals, for the current year. In reviewing this data, staff consistently identify the need for targeted intervention.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   Staff meet weekly in professional learning communities to evaluate specific formative assessments, develop short-term goals as a grade level, and provide dialogue around effective strategies for helping all students reach grade level goals.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   All staff are highly qualified. Staff meetings are utilized for professional development and staff are given opportunities to participate in county and district professional development activities.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   All teachers are appropriately credentialed, have access to each component of the core curriculum, and deliver the curriculum so as to address the content standards and district pacing guides. All teachers received more than a full day of training in the use of the newly adopted math curriculum.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   All staff development is developed to support the district's annual goals, the school site's annual goals, and the assessed needs of students.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   A district math coach is available to work with teachers. Peer coaching and the district staff development plan supports the district and site curriculum goals.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

   All teachers participate in grade level Professional Learning Communities weekly on early release Mondays.

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Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

All subject areas, report cards, and testing are aligned with California Common Core State standards.
Instruction and lessons come from standards within the district adopted texts
Teachers use supplemental materials where needed for specific grade/subject areas.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Teachers develop weekly lesson plans that reflect the recommended minutes for instruction in each of the core curricular areas. In addition, time is set aside to address character development and enrichment opportunities. Specific ELA instructional minutes: Grades 1-3, 2.5 hours; Grades 4-5, 2.0 hours. Specific math instructional minutes: Grades 1-5, 1.0 hours.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

The district, with help of grade level teacher representatives, has developed a pacing guide which teachers use to guide their instructional scope and sequence. Time is scheduled into the school day four times each week for targeted reading intervention during Universal Access times.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

Texts available through WPUSD for all K-6 student population
Supplemental materials have been and can be supplied by the Site Based Leadership Team.
Language arts: Houghton Mifflin, has lessons for levels of learning and supplemental materials available
Software supplements to assess comprehension and produce worksheets are available
enVision Math is our newly adopted math textbook that is aligned with the CA Common Core State Standards
All classes have proper music materials
WPUSD Board of Trustees has annual resolution confirming instructional materials available to students

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Language arts texts have re-teaching books.
Language arts, math, and art/music sets all offer resources for multi-ability levels
The new enVision Math textbooks have intervention and enrichment materials for every lesson.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Parent volunteers assisting students in class
One to one remedial time with team teacher and district paid aide in kindergarten
Language arts remedial lessons and ELD lessons
Newsletter communication to parents re: their important role with children re: good nutrition, proper sleep, and consistent help with school work
Possible retention notices list school staff and parent actions for student progress
Teachers teach all content standards in each grade level
Cross age tutors – study buddies – with older students helping younger students
Student teachers utilized at times during the year in specific classes
Decodable leveled books used to assist students
Universal Access Times
Supplemental materials and strategies shared among staff to assist lower performing students
Student Success Team (SST) meetings held, as per need, to assist students/parents with ideas and

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guidelines for assistance at home and at school
Special Education Individualized Educational Plans (IEP) developed for determining educational goals for students in speech and resource (RSP).
Preteach and reteach opportunities
School-based resource program

14. Research-based educational practices to raise student achievement

In addition to the core curriculum, staff use the SIPPS (Systematic Instruction in Phonemic Awareness), core curriculum intervention and enrichment activities, and district adopted ELL materials.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

STAR Before and After School Program from 6:00 a.m. -6:00 p.m. for student academic, recreational, and enrichment activities
Lighthouse Resource Center services for family, parent, student counseling and guidance services
SST meetings to assess and assist student needs with faculty/parent input
Parent/teacher conferences with minimum days set for this communication
PCOE courses available
WPUSD in-services available
Special Education SDC, RSP & Speech
Assemblies focused on educational and character trait development
Enrichment field trips
Health Clerk time available to assist students' physical needs
Teacher notes/communication systems set re: student progress/concerns with parent response expected
Kindergarten class size reduction Option 2
Parent volunteers in classrooms
Instructional assistants for academics in RSP and SDC
Before and After-School tutoring
Approximately 160+ minutes of prep time for each teacher for planning time to assist students in various ways, communicate/report to parents, and plan specifics re: academic needs
Community sports programs (soccer, football, baseball, basketball)
Child Protective Services assistance as needed
Library time scheduled for all students weekly

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

N/A

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Accelerated Reader and Math program to assess reading comprehension and to motivate students to read.
Many various supplemental materials, as requested and funds available, for staff to assist student needs
Special education funds assist with SDC, RSP, Speech, Psychologist personnel
Assistance with paper supplies and copier costs to assist staff/students with extra materials needed

18. Fiscal support (EPC)

The site receives $21/student for general funds, LCFF funds (about $25,000 this year), and lottery funds ($500/teacher). The

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Parent Teacher Club (PTC) also supplements school funding to support enrichment activities and general classroom needs.

Description of Barriers and Related School Goals

Funding, varied academic abilities of students.

8.1.171

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	406	430	N/A	252	258	N/A	3	10	N/A	31	31	N/A
Growth API	853	844	N/A	860	850	N/A			N/A	881	863	N/A
Base API	843	852	N/A	846	860	N/A			N/A	835	881	N/A
Target	A	A	N/A	A	A	N/A			N/A			N/A
Growth	10	-8	N/A	14	-10	N/A			N/A			N/A
Met Target	Yes	Yes	N/A	Yes	Yes	N/A			N/A			N/A

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	69	76	N/A	35	39	N/A	75	87	N/A	53	52	N/A
Growth API	821	819	N/A	770	797	N/A	829	809	N/A	732	733	N/A
Base API	825	822	N/A	715	770	N/A	789	828	N/A	732	733	N/A
Target	A	A	N/A			N/A	5	A	N/A			N/A
Growth	-4	-3	N/A			N/A	40	-19	N/A			N/A
Met Target	Yes	Yes	N/A			N/A	Yes	Yes	N/A			N/A

Conclusions based on this data:

1. There was no data to base any conclusions on this year.

8.1.172

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100	N/A	100	100	N/A	100	100	N/A	100	100	N/A
Number At or Above Proficient	267	284	N/A	170	172	N/A	--		N/A	23	24	N/A
Percent At or Above Proficient	65.8	66.0	N/A	67.5	66.7	N/A	--	--	N/A	74.2	77.4	N/A
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	No	N/A	No	No	N/A	--	-	N/A	--	--	N/A

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100	N/A	98	100	N/A	99	100	N/A	100	100	N/A
Number At or Above Proficient	42	44	N/A	15	21	N/A	46	50	N/A	21	24	N/A
Percent At or Above Proficient	60.9	57.9	N/A	42.9	53.8	N/A	61.3	57.5	N/A	39.6	46.2	N/A
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	Yes	No	N/A	--	--	N/A	Yes	No	N/A	--	--	N/A

Conclusions based on this data:

1. No conclusions as there is no data from last year.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100	N/A	100	100	N/A	100	100	N/A	100	100	N/A
Number At or Above Proficient	281	276	N/A	171	166	N/A	--		N/A	27	26	N/A
Percent At or Above Proficient	69.2	64.2	N/A	67.9	64.3	N/A	--	--	N/A	87.1	83.9	N/A
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	No	N/A	No	No	N/A	--	--	N/A	--	--	N/A

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100	N/A	98	100	N/A	99	100	N/A	100	100	N/A
Number At or Above Proficient	47	43	N/A	19	23	N/A	52	49	N/A	30	27	N/A
Percent At or Above Proficient	68.1	56.6	N/A	54.3	59.0	N/A	69.3	56.3	N/A	56.6	51.9	N/A
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	Yes	No	N/A	--	--	N/A	Yes	No	N/A	--	--	N/A

Conclusions based on this data:

1. No conclusions at this time because there is no new data.

8.1.174

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
1	1	8	4	33	5	42			2	17	12
2	1	8	2	15	7	54	1	8	2	15	13
3	1	9	3	27	2	18	3	27	2	18	11
4	1	20	2	40	2	40					5
5			8	89			1	11			9
Total	4	8	19	38	16	32	5	10	6	12	50

Conclusions based on this data:

1. The majority of students are scoring at the Intermediate or above levels.

8.1.175

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	37	48	50
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	37	48	50
Number Met	25	30	26
Percent Met	67.6%	62.5%	52.0%
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	40	9	51	6	51	8
Number Met	11	--	22	--	15	--
Percent Met	27.5%	--	43.1%	--	29.4%	--
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	*	Yes	*	Yes	--

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	--	--	
Met Percent Proficient or Above	--	--	N/A
Mathematics			
Met Participation Rate	--	--	
Met Percent Proficient or Above	--	--	N/A

Conclusions based on this data:

1. The AMAO1 targets were met as was the AMAO target for those students receiving EL instruction for less than five years.

8.1.176

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1.

8.1.17

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Achievement in Meeting Academic Standards
LCAP GOAL:
Aligns with LCAP Goals 1, 2, & 4 and LCAP Priority Areas 2, 4, 5, and 7.
LEA GOAL:
Aligns with LEAP Goals 1 & 5
SCHOOL GOAL #1:
All students will reach high standards in Literacy (ELA), Mathematics and Science.
Data Used to Form this Goal:
New baseline data will be generated this year with SBAC scores.
Findings from the Analysis of this Data:
Not applicable as there were no student scores reported this year for SBAC.
How the School will Evaluate the Progress of this Goal:
Frequent formative assessments, district benchmarks and SBAC.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of instruction with CA Common Core State Standards A. Teachers will be provided with planning time to develop intervention supports for under performing and English Learner students. B. Teachers will provide intervention supports to under performing and English Learner students. C. Language Arts pacing guides and assessments utilized to ensure	Ongoing	School Staff	Extra duty pay, release time during school day, Intervention Service Provider, or tutoring.	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	14700.00
			Materials Duplication/Paper/Supplies	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	1000.00
			Renaissance Learning - Accelerated Reader	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	3571.25

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
instruction is matched to standards at each grade level. D. Provide organizational supports for student success F. Technology Support for Curriculum						
Extended Learning Time A. Integration of instructional strategies to address the learning needs of students identified as under performing and for English Learners. B. Provide materials/programs/training that support under performing and EL students. C. Renewal of online subscriptions to measure and encourage the development of student reading and comprehension, along with measuring and documenting student growth in academic areas over time. D. Universal Access time used to group students across the grade level for targeted instruction and enrichment.	Ongoing	School Staff	ESGI Kindergarten Assessment Program Intervention Materials/Books	5000-5999: Services And Other Operating Expenditures 4000-4999: Books And Supplies	LCFF--Supplemental LCFF--Supplemental	745.00 507.75
Increased Educational Opportunity A. Integration of instructional strategies to provide challenge opportunities for students identified as above standard. B. Providing programs that motivate students to read for pleasure and recognize student achievement	Ongoing	School Staff				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
A. Staff Development and Professional Collaboration B. Utilization of early release Monday's, staff meetings, trainings outside of school to enhance the delivery of instruction C. Grade levels meet with district peer coach for 1/2 days several times throughout the year to review best practices and current research on math instruction.	Ongoing	School Staff	Substitutes for Monthly Release Time	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	1800
Community Support & Student Recognition A, Utilize monthly newsletters, PTC meetings, Open House, parent conferences and other events to educate, inform, and assist parents in supporting their child(ren) in meeting standards.	Ongoing	School Staff	Parent Conference Scheduler	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	254

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: EL Achievement on CELDT
LCAP GOAL:
Aligns with LCAP Goals 1, 2, & 4 and LCAP Priority Areas 2, 4, 5, & 7
LEA GOAL:
Aligns with LEAP Goals 1, 2, and 5
SCHOOL GOAL #2:
All students will improve by one level on the CELDT test each year.
Data Used to Form this Goal:
Results of CELDT testing
Findings from the Analysis of this Data:
Analysis will allow us to measure progress of our EL students as well as to analyze further needs.
How the School will Evaluate the Progress of this Goal:
ELA assessments that test listening, speaking, reading, and writing, CELDT results

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of instruction with content standards A. Grade level long/short range planning of instruction aligned to content standards B. Grade level goals aligned to content standards to improve student achievement for all sub groups. C. Pacing guides and assessments utilized to ensure all student learn the same essential standards.	Ongoing	School Staff	Duplication/Paper/Supplies	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	1000
			Support Materials for English Learners	4000-4999: Books And Supplies	Economic Impact Aid	200

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
D. Manipulatives and instructional support materials utilized to supplement and enhance the core curriculum. E. Provide organizational supports for student success F. Technology Support for Curriculum						
Extended Learning Time A. Provide materials/programs/training that support all students including under performing EL and GATE students.	Ongoing	School Staff				
Increased Educational Opportunity A. Integration of instructional strategies to provide challenge opportunities for students identified as above standard.	Ongoing	School Staff				
Staff Development and Professional Collaboration A. Utilization of early release Monday's, staff meetings, trainings outside of school to enhance the delivery of instruction.	Ongoing	School Staff				

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Parent Involvement/Engagement
LCAP GOAL:
Aligns with LCAP Goals 1, 2, 4, & 6; and LCAP Priority Areas 3, 4, 5, and 6
LEA GOAL:
Aligns with LEAP Goals 1, 2, and 5
SCHOOL GOAL #3:
Parents and guardians will be involved and participate in the decision-making process as related to the educational programs of students. Parent participation in monthly PTC meetings will increase from 3 parents to an average of at least 7 parents.
Data Used to Form this Goal:
Minutes from School Site Council meetings and PTC meetings
Findings from the Analysis of this Data:
Previously, there were only an average of three parents regularly attending the PTC meetings.
How the School will Evaluate the Progress of this Goal:
Minutes from School Site Council meetings and PTC meetings

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide outreach programs and information to parents encouraging parent participation in school programs and activities. Community Support & Student Recognition A, Utilize monthly newsletters, PTC meetings, Open House, parent conferences and other	Ongoing	School Staff				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
events to educate, inform, and assist parents in supporting their child(ren) in social and academic growth. B. Work with local organizations to enhance our student recognition programs.						

1781.8

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: School Climate
LCAP GOAL:
Aligns with LCAP Goal 5; and LCAP Priority Areas 1, 5, and 6
LEA GOAL:
Aligns with LEAP Goal 4
SCHOOL GOAL #4:
All students will be educated in a learning environment that is safe, drug-free, and conducive to learning.
Data Used to Form this Goal:
Discipline data including number of documented disruptions to the learning environment, in-house suspensions and home suspensions.
Findings from the Analysis of this Data:
Analysis of data will allow us to review and re-evaluate current procedures to determine effectiveness and possible next steps.
How the School will Evaluate the Progress of this Goal:
Student surveys, parent surveys, and discipline data including number of documented disruptions to the learning environment, in-house suspensions and home suspensions.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Increased Student Opportunities A. Specialized field trips offered to support grade level curriculum B. Enrichment period offered to fourth/fifth grades C. Assemblies scheduled to integrate performing and fine arts with curriculum implementation D. Choir and grade level performances E. School-wide behavior plan,	Ongoing	School Staff	Leader in Me Coaching Choir Stipend	5000-5999: Services And Other Operating Expenditures 1000-1999: Certificated Personnel Salaries	LCFF–Supplemental LCFF–Supplemental	1055 970

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
including rewards and consequences, promotes consistent enforcement of school discipline. F. Leader in Me & Positive Action character education program/curriculum focusing on positive reinforcement, preventative interventions, and leadership skills. G. Monthly/Trimester awards given for positive actions, academic growth, and attendance. H. Development of student leadership with the creation of the Leadership Ambassadors. I. Provide numerous opportunities for students to engage in real leadership activities.						
B. Assemblies/presentations that focus on social skills, self-esteem and appropriate choices and that reinforce the school-wide behavior plan					Parent-Teacher Association (PTA)	

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #2:
All English learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The district EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal District EL Intervention Specialist	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	560

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
4000-4999: Books And Supplies	Economic Impact Aid	200.00
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	17,470.00
4000-4999: Books And Supplies	LCFF–Supplemental	507.75
5000-5999: Services And Other Operating	LCFF–Supplemental	7,625.25

8.1.18

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Economic Impact Aid	200.00
LCFF--Supplemental	25,603.00

8.1.189

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	17,470.00
4000-4999: Books And Supplies	707.75
5000-5999: Services And Other Operating Expenditures	7,625.25

8.1.190

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	22,578.00
Goal 2	1,200.00
Goal 4	2,025.00

8.1.19L

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Mark Rodriguez	[X]	[ ]	[ ]	[ ]	[ ]
Patricia Shorkey	[ ]	[ ]	[X]	[ ]	[ ]
Pam Cook	[ ]	[X]	[ ]	[ ]	[ ]
Hilma Valtatie	[ ]	[X]	[ ]	[ ]	[ ]
Megan Fidler	[ ]	[ ]	[ ]	[X]	[ ]
Jennier Hancock	[ ]	[ ]	[ ]	[X]	[ ]
Katie Novelo	[ ]	[ ]	[ ]	[X]	[ ]
Richard Spencer	[ ]	[ ]	[ ]	[X]	[ ]
Shannon Vestesen	[ ]	[ ]	[ ]	[X]	[ ]
OPEN	[ ]	[X]	[ ]	[ ]	[ ]
Numbers of members of each category:	1	3	1	5	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

8.1.192

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

[ ]	State Compensatory Education Advisory Committee	Signature
[X]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[ ]	Other committees established by the school or district (list):	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on 10/30/2014.

Attested:

Mark Rodriguez		10/30/2014
Typed Name of School Principal	Signature of School Principal	Date
Jennifer Hancock		10/30/14
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

8.1.193

The Single Plan for Student Achievement

School:	Lincoln High School
CDS Code:	3 66951 3134657
District:	Western Placer Unified School District
Principal:	Dr. Jay N. Berns
Revision Date:	October 31, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Dr. Jay N. Berns
Position:	Principal
Phone Number:	(916) 645-6360
Address:	790 J Street Lincoln, CA 95648
E-mail Address:	jberns@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on November 18, 2014.

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Lincoln High School's Vision and Mission Statements
Student Learner Outcomes

Safe, Respectful, Responsible learners who participate in the school and local community both positively and ethically while finding safe and constructive opportunities to influence its direction

True Communicators, who are able to verbally communicate ideas and information effectively for a variety of purposes and audiences

Reflective Listeners, who are able to listen effectively and critically with literal and analytical comprehension in a variety of situations

Informed Readers, who are able to read actively and critically from a variety of materials and genres with literal and analytical comprehension for a variety of purposes

Proactive Planners, who set realistic and challenging goals in an education plan to meet the demands of university, career technical education, military, or workforce career pathways

Effective Writers, who communicate ideas and information coherently in writing, using the conventions of standard English, for a variety of purposes and audiences

Self-directed students, who are able to apply STRIPES principles in gathering materials and knowledge from a variety of sources and utilize them to solve problems creatively and effectively

School Profile

Lincoln High School, a comprehensive 9-12 high school, is one of eight schools within the Western Placer Unified School District. California Department of Education, DataQuest and Ed-Data reported an enrollment of 1,567. School enrollment consisted of 446 ninth grade students, 408 tenth grade students, 365 eleventh grade students and 348 twelfth grade students.

An employment base of 29 classified personnel serves the Lincoln High School site. Fifty-seven certificated staff delivers the educational tenets of the site and district. Placer County Regional Opportunity Programs (R.O.P.) augment the staff with two teachers. A principal, assistant principal (2), a speech pathologist, a school psychologist and three counselors complete the certificated staff.

LHS was the recipient of the California Distinguished School Award and chosen as an Exemplary California Technical Education School during the 2008-2009 school year.

Comprehensive Needs Assessment Components

<u>Data Analysis</u>

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Surveys have demonstrated that parents, students and teachers support a progressive educational system that promotes increases in student achievement and success. Furthermore, surveys have demonstrated a need for "high expectations" emphasizing "College and Career Readiness." Last, surveys have expressed the need for classes and programs that address the needs of ALL students on the LHS campus.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

School administration observes teachers both formally and informally. Permanent teachers are formally evaluated every other school year; however, daily classroom walk throughs and informal visits are the norm. Probationary teachers are formally observed three times each year.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   Lincoln High School uses the results of the California Standards Test (Soon to be SBAC), EAP and Exit Exams to examine courses and curriculum being taught. Results of the CST (Soon to be SBAC) are reviewed with each freshman, sophomore and junior on an individual basis by the administration. The results are reviewed, suggestions for improvement are made and modifications take place when necessary. The OARS program has been implemented and instructors are using it to analyze and modify instruction as necessary.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   The main goal of curriculum-embedded assessments at LHS is to measure 21st century skills in 9-12 students. These assessments are designed to integrate seamlessly with classroom instruction; measure skills such as critical thinking, creativity, and collaboration in a developmentally-appropriate way; and provide information useful for supporting classroom teaching and learning.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   All teachers at LHS are fully credentialed with at least an undergraduate degree and a valid California Teaching Credential. The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   All teachers have access to District and outside professional development. The district sponsors many opportunities for staff development credit, both during the school day and after hours for Staff Development Buyback and/or local units of credit.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   Teachers have been provided the education, training, hardware, software and technical support to both use technology and to teach the use of technology. All teachers have the state standards for their areas of expertise. Questions are embedded in the tests to insure that students grasp the standards. The OARS program is being utilized. Instructors have been given early release days to work on common planning, common assessment, review of data, pacing guides, standards, and intervention strategies. They have attended conferences such as: Mattos, PLC workshops, OARS in-services, Common Core State Standards and the Dufour conference. Professional Learning Communities are in place.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   The past few years the WPUSD has implemented the help of a Peer Coach at the secondary level for ongoing instructional support and assistance. As well as the District Staff Development Plan that has been implemented to help to support teachers to grow and improve. This past school year a large amount of emphasis has been placed upon the transition to the Common Core State Standards. Monthly Staff Meetings have been implemented to encourage emphasis on Best Practices and continuous improvement.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

   Teachers collaborate with one another weekly in Department Professional Learning Communities. PLC's focus on common planning, common assessment, data dissemination, and intervention planning.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

   Lincoln High School affords all of its students a comprehensive curriculum that is intended to teach the State Standards and is aligned to the State Frameworks as reflected in Lincoln High School's expected school-wide learning results. However, Lincoln High School is working on transitioning to the Common Core State Standards and preparing students for the SBAC for the past two school years. Pacing guides have been completed and implemented for the core curriculum. Formative/summative common assessments are now being used in the core curriculum. The OARS program is being used throughout the school to help with data analysis and dissemination. As stated above, teachers are attending workshops to help implement the new Common Core State Standards and the Next Generation Science Standards.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

   English Language Arts - One Course per semester Grades 9-12
   Mathematics - One Course per semester Grades 9-12

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

    Pacing guides have been implemented as well as common planning, common assessment, and data dissemination to help plan interventions, and additional intervention classes (CAHSEE, ELD, AVID, Academic Lab, etc.).

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

    Lincoln High School teachers have worked to reach general inter-departmental agreements regarding texts, requirements, and classroom procedures that meet the standards. Our site administrators take active roles in implementing curriculum,

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procedures, policies, and materials to enhance student opportunities.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Lincoln High School utilizes textbooks and instructional materials from the most recent adoption, as well providing sufficient textbooks and materials for each student. Due to the implementation of the Common Core State Standards, Lincoln High School is reviewing new textbooks and instructional materials that are aligned to the CCSS and the SBAC. As of the 2014-15 school year, LHS has implemented a new textbook in Math 1.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Lincoln High School teachers, counselors and administrators work together to offer curriculum appropriate to all of our students regardless of ability level or special needs. Each student has a four-year plan developed when they enter the 9th grade. These plans are reviewed on a regular basis and include a pathway for each student and a list of A-G requirements.

14. Research-based educational practices to raise student achievement

Over the past few years the following practices have been implemented: Explicit Direct Instruction, Professional Learning Communities, Common Pacing Guides, Common Formative Assessments, Response to Instruction, Mattos Workshops, Common Core Workshops, and so forth.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

- AVID (9-12 grade)
- Odysseyware (Credit Recovery)
- Intervention minutes (STRIPES)
- Academic Decathlon
- BEST/PBIS Program
- Link/Zebra Crew
- CAHSEE classes
- Outside reading requirement
- New textbooks
- School and District website
- New technology
- Aeries Gradebook
- Tutoring before during, and after school
- EAP
- Robotics
- Lighthouse
- SchoolMessenger phone system
- Expository writing program

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Parent and community involvement is of the utmost important to Lincoln High School. Lincoln High School works diligently to communicate with parent(s)/guardian(s) and community representatives on a regular basis through email and Social Media to be totally transparent and keep everyone update on upcoming events.

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Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Lincoln High School provides and supports a variety of programs to offer our students' academic success: "Link/Zebra Crew" program, offered before the start of the school year and provides insight for high school success. English enrichment, algebra intervention, and CAHSEE classes for math and English are offered to the students. English language classes are offered to all students in need of these classes. In addition, an ELD class has been offered for those students needing help in acquiring the English language. Tutoring is offered to students before and after school in the library. A teacher oversees the program (LHS Peer Tutoring).

18. Fiscal support (EPC)

Over the past few years, due to state of the economy Lincoln High School restricted and unrestricted funds have been reduced due "budget reductions." However, Lincoln High School continues to receive funds from the following allocations: LCFF, the California Agricultural Incentive Grant, as well as from District allocated funds.

Description of Barriers and Related School Goals

School, district and community barriers to improvements in student achievement:

Numerous "second language" households (community). Lack of communication with parents.

High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

34.9% of Lincoln High School students are socioeconomically disadvantaged.

Limitations of the current program to enable Underperforming students to meet standards:

Lincoln High School needs to provide more classes specifically aimed towards helping the under-performing students. Lincoln High School offers AVID classes for freshmen-seniors. Students with low CAHSEE test scores are placed in CAHSEE math and English classes. Peer tutors are utilized within the classrooms during intervention time.

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School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	1,024	1,051		616	614		18	15		32	33	
Growth API	786	781		802	790		779	700		856	853	
Base API	780	787		797	804		765	786		841	856	
Target	5	5		3	A							
Growth	6	-6		5	-14							
Met Target	Yes	No		Yes	No							

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	285	300		124	123		354	355		106	103	
Growth API	729	755		642	671		718	729		475	504	
Base API	727	731		639	645		713	721		500	487	
Target	5	5		8	8		5	5				
Growth	2	24		3	26		5	8				
Met Target	No	Yes		No	Yes		Yes	Yes				

Conclusions based on this data:

1. Not applicable for the 2014 school year.
2. Now that we are transitioning to the new Common Core State Standards and a very different testing format in the SBAC, it is going to take time to identify areas necessitating growth and improvement.

8.1.201

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	99	89	99	99	88	98	100	75	100	100	100	100
Number At or Above Proficient	229	215	233	152	125	149	7		--	8	9	8
Percent At or Above Proficient	63.8	65.7	63.5	70.0	67.9	71.3	63.6	--	--	66.7	81.8	72.7
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	Yes	No	Yes	No	Yes	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	99	90	100	100	82	100	98	84	99	97	27	97
Number At or Above Proficient	42	59	57	14	10	17	58	60	66	3	4	7
Percent At or Above Proficient	45.7	57.8	47.9	28.6	29.4	30.9	46.4	57.1	46.2	10.7	36.4	25.0
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	Yes	No	--	--	--	Yes	No	No	--	--	--

Conclusions based on this data:

1. In 2014, we did not meet our AYP in English for ALL Students. In specific subgroups such as Socioeconomically Disadvantaged Students and Hispanic Students, we did not see growth. As we are transitioning to the Common Core and we saw a small drip in our English CAHSEE scores, we are working on writing skills and reading of informational text.

8.1.202

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	98	98	100	99	97	100	100	100	100	100	100
Number At or Above Proficient	215	233	248	148	136	155	4		--	9	10	6
Percent At or Above Proficient	59.4	64.7	67.4	67.6	66.7	73.8	36.4	--	--	75.0	90.9	54.5
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	Yes	Yes	Yes	No	Yes	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	98	100	100	96	100	100	98	97	100	98	94
Number At or Above Proficient	38	67	67	11	21	22	56	64	83	4	10	8
Percent At or Above Proficient	40.9	60.4	56.3	22.4	53.8	40.0	43.8	52.5	58.0	13.8	23.8	28.6
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	Yes	No	--	--	--	No	Yes	Yes	--	--	--

Conclusions based on this data:

1. In 2014, we met our AYP in Math for ALL Students. However, in one specific subgroup Hispanic Students, we did not see growth. Even though we are transitioning to the Common Core and we saw a small drop in Math in our CAHSEE scores, we are working on continuing this growth and implementing more hands on/relevant math inquiry and lessons.

8.1.203

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
9	1	3	13	45	12	41	1	3	2	7	29
10	3	8	17	47	11	31	2	6	3	8	36
11	1	6	12	71	2	12	1	6	1	6	17
12	1	6	8	50	4	25	2	13	1	6	16
Total	6	6	50	51	29	30	6	6	7	7	98

Conclusions based on this data:

1. Past CELDT data demonstrated that approximately half of all EL students are intermediate or below resulting in a need for more intensive intervention such as ELD English classes and a teacher dedicated to supporting ELD students.

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School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	77	89	98
Percent with Prior Year Data	98.7%	100.0%	100.0%
Number in Cohort	76	89	98
Number Met	50	60	57
Percent Met	65.8%	67.4%	58.2%
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	18	67	19	75	16	86
Number Met	--	40	--	45	--	45
Percent Met	--	59.7%	--	60.0%	--	52.3%
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	*	Yes	*	Yes	--	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--
Mathematics			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--

Conclusions based on this data:

1. In previous years, EL students demonstrated growth in AMAO subgroups. However, in 2013-14 EL students did not demonstrate growth in AMAO 1. Due to this identified need, there has been a renewed focus on EL students and implementing classes that support students needs.

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School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1. As a district, we are needing to make growth in AMAO 1 and AMAO 3 ELA and Math. From the perspective of the high school, additional professional development on supporting EL students would be of great benefit.

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School and Student Performance Data

CAHSEE (English-Language Arts)

2013-14 Grade 10 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	**373**	**339**	**91.0**	**34**	**9.0**	**390.0**	**63.0**
Male	165	146	88.0	19	12.0	384.0	54.0
Female	208	193	93.0	15	7.0	395.0	70.0
Race/Ethnicity							
American Indian or Alaska Native	6	0	0	0	0	0	0
Asian	11	10	91.0	1	9.0	395.0	73.0
Pacific Islander							
Filipino	9	0	0	0	0	0	0
Hispanic / Latino	122	99	81.0	23	19.0	378.0	45.0
African American	2	0	0	0	0	0	0
White	210	202	96.0	8	4.0	396.0	72.0
Declined to State	13	13	100.0	0	0.0	407.0	77.0
Language Fluency							
English Only Students	286	269	94.0	17	6.0	394.0	68.0
Initially Fluent English Proficient (IFEP)	15	14	93.0	1	7.0	403.0	73.0
Redesignated Fluent English Proficient (RFEP)	34	34	100.0	0	0.0	389.0	65.0
English Learner Students	37	21	57.0	16	43.0	353.0	16.0
Economic Status							
Non-Economically Disadvantaged Students	236	224	95.0	12	5.0	396.0	74.0
Economically Disadvantaged Students	131	110	84.0	21	16.0	378.0	44.0
Unknown	6	0	0	0	0	0	0
Special Education Program Participation							
Students Receiving Services	23	11	48.0	12	52.0	341.0	9.0

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CAHSEE (Mathematics)

2013-14 Grade 10 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	**373**	**345**	**92.0**	**28**	**8.0**	**393.0**	**67.0**
Male	166	153	92.0	13	8.0	395.0	69.0
Female	207	192	93.0	15	7.0	392.0	66.0
Race/Ethnicity							
American Indian or Alaska Native	6	0	0	0	0	0	0
Asian	11	10	91.0	1	9.0	392.0	55.0
Pacific Islander							
Filipino	9	0	0	0	0	0	0
Hispanic / Latino	122	107	88.0	15	12.0	383.0	55.0
African American	2	0	0	0	0	0	0
White	210	201	96.0	9	4.0	399.0	75.0
Declined to State	13	12	92.0	1	8.0	406.0	69.0
Language Fluency							
English Only Students	287	270	94.0	17	6.0	397.0	71.0
Initially Fluent English Proficient (IFEP)	14	14	100.0	0	0.0	402.0	93.0
Redesignated Fluent English Proficient (RFEP)	34	33	97.0	1	3.0	392.0	71.0
English Learner Students	37	27	73.0	10	27.0	365.0	22.0
Economic Status							
Non-Economically Disadvantaged Students	237	224	95.0	13	5.0	399.0	73.0
Economically Disadvantaged Students	130	115	88.0	15	12.0	384.0	58.0
Unknown	6	0	0	0	0	0	0
Special Education Program Participation							
Students Receiving Services	22	9	41.0	13	59.0	346.0	14.0

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Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English
LCAP GOAL:
LCAP Goal #1
LEA GOAL:
Develop and continually upgrade a well articulated K-12 academic program.
SCHOOL GOAL #1:
Focus on CAHSEE targets while preparing to transition to new accountability system (SBAC).
Data Used to Form this Goal:
CAHSEE Results for English-Language Arts (ELA)
Findings from the Analysis of this Data:
91 Percent of all Grade 10 students passed the CAHSEE.
How the School will Evaluate the Progress of this Goal:
Goal to increase passing rate from 91 percent to 93 percent.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of Instruction with Content Standards/CCSS: Continue w/common planning, common assessment, review student assessment data and plan interventions. Align English to standards. As well as, focus on ERWC.	Ongoing	All teachers Ongoing/ERD's				
Improvement of Instructional Strategies/Materials: Review essential standards creating	Ongoing	Department Chairs & Classroom Teachers				

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Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
common assessments. Use OARS to identify strength & weaknesses. Use PLC's to regularly results.						
Extended Learning Time: CAHSEE classes, ELD classes, before & after school tutoring, LHS Peer Tutoring & STRIPES.	Ongoing	Admin, instructors, & Peer Tutors	Materials& Tutors	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	10,000.00
			CAHSEE Class	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	7,500.00
			Peer Tutors	2000-2999: Classified Personnel Salaries	LCFF–Supplemental	28,000.00
			Copier Machine	4000-4999: Books And Supplies	LCFF–Supplemental	5,000
			AVID Tutors	2000-2999: Classified Personnel Salaries	LCFF–Supplemental	10,500
			Intervention/Support Classes	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	
Staff Development: OARS Training, Early Release Days, and Workshops/Conferences that apply to CAHSEE.	Ongoing	Instructors	Conferences	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	2,500
			Sub Days for planning for support of struggling students	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	10,000
Involvement of Parents/Community: SBLT Aeries online grading system/Schoology. Parent phone calls, social media and e-mails.	Ongoing	Instructors				
Monitoring Program Implementation: CAHSEE Results Department meetings to review common assessments	Ongoing	Counselors/Admin				

2014-15

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
OARS STRIPES Grade Analysis Leadership Team						

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Math
LCAP GOAL:
LCAP Goal #1
LEA GOAL:
Develop and continually upgrade a well articulated K-12 academic program.
SCHOOL GOAL #2:
Focus on CAHSEE targets while preparing to transition to new accountability system (SBAC).
Data Used to Form this Goal:
CAHSEE Results for Math.
Findings from the Analysis of this Data:
92 Percent of all Grade 10 students passed the CAHSEE.
How the School will Evaluate the Progress of this Goal:
Goal to increase passing rate fro 92 percent to 94 percent.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of Instruction with Content Standards/CCSS: Continue w/common planning, common assessment, review student assessment	Ongoing	All teachers Ongoing/ERD's				
Improvement of Instructional Strategies/Materials: Review essential standards creating common assessments. Use OARS to identify strength & weaknesses.		Department chairs & classroom teachers.				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Use PLC's to regularly review results.						
Extended Learning Time: STRIPES, before & after school tutoring (LHS Peer Tutoring), and CAHSEE classes.		Admin, instructors, & Peer tutors.	Materials & tutors	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	9,000.00
			CAHSEE Class	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	10,000
Staff Development: OARS Training, Early Release Days, and Workshops/Conferences that apply to CAHSEE.		Instructors	Conferences	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	2,500.00
Involvement of Parents/Community: Email & phone calls to parents explaining offerings.		Instructors				
Monitoring Program Implementation: CAHSEE Results Department meetings to review common assessments OARS STRIPES Grade Analysis		Counselors/Admin				

8.1.2.2

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: IMPROVING STUDENT PERFORMANCE
LCAP GOAL:
LCAP Goal #4
LEA GOAL:
Develop and continually upgrade a well articulated K-12 academic program.
SCHOOL GOAL #3:
To increase the number of students that reach A-G requirement from 48% to 55% of the graduating seniors by 2014.
Data Used to Form this Goal:
A-G Completion Rate
Findings from the Analysis of this Data:
48% of graduating seniors in 2014 completed their A-G requirements.
How the School will Evaluate the Progress of this Goal:
Goal to increase passing rate from 48% to 55% of the graduating seniors by 2015.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of Instruction with Content Standards: A-G courses already aligned with standards.	Ongoing					
Improvement of Instructional Strategies/Materials: After school tutoring, additional A-G classes, and adding pathways. Four year plans and increasing AVID program.	Ongoing	College Night, Military/Academy Night, NCAA Night, FAFSA & PSAT	Supplies/Materials	4000-4999: Books And Supplies	LCFF–Supplemental	2,500
			Spanish Tutor	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	5,000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
			Credit Recovery Class	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	15,000
Extended Learning Time: Tutoring offered before and after school for students that want extra help or more of a challenge. STRIPES	Ongoing					
Staff Development: Use PLC's to develop classes and move forward with A-G process.		Instructors, Counselors, & Admin				
Involvement of Parents/Community: Inform community about the importance of A-G classes.		Admin/Counselors				
Monitoring Program Implementation: Meeting with students yearly to go over 4 year plans and pathways starting in 9th grade.	Ongoing	Counselors				

8.1.2h

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Attendance
LCAP GOAL:
LCAP #5
LEA GOAL:
Foster a safe, caring environment where individual differences are valued and respected.
SCHOOL GOAL #4:
Increase student attendance rate.
Data Used to Form this Goal:
District Student Attendance Rate
Findings from the Analysis of this Data:
94.45 Percent of all students attended school.
How the School will Evaluate the Progress of this Goal:
Goal to increase attendance rate from 94.45 percent to 95,09 percent.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Establish district and site attendance goals and incentives: PBIS team to recognize students with good attendance.	Ongoing	Admin, Attendance Clerks, PBIS Team				
Continue to implement SARB/SAM process	Ongoing	Admin, Attendance Clerks, Attendance & Due Process Officer				
Continue to implement CARE program at LHS for 2014-15	Ongoing	Admin, PCOE, DO				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Continue to implement Positive Behavioral Interventions and Supports	Ongoing	Admin, DO, PCOE, teachers	Supplies & Materials	0001-0999: Unrestricted: Locally Defined	LCFF--Supplemental	2,500

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: EL/ELL/ELD Students
LCAP GOAL:
LCAP Goals #1,2 & 3
LEA GOAL:
Develop and continually upgrade a well articulated k-12 academic program.
SCHOOL GOAL #5:
All limited English students will improve one level on the CELDT test.
Data Used to Form this Goal:
CAHSEE and AYP
Findings from the Analysis of this Data:
All groups of students need support in meeting proficiency in math and English.
How the School will Evaluate the Progress of this Goal:
Utilize CAHSEE scores to help monitor progress.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Implement ELD English classes to supports students CELDT levels 1-3's	Ongoing	District & Administration	Teacher Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	60,500
Professional Development for ELD teacher	Ongoing	Admin	Professional Development	0001-0999: Unrestricted: Locally Defined	LCFF–Supplemental	10,000
Instructional Materials and Supplies for ELD Classroom			Instructional Materials & Supplies	0001-0999: Unrestricted: Locally Defined	LCFF–Supplemental	7,500

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #5

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #5:
All English Learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The District EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal EL Intervention Specialist	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	10584

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
0001-0999: Unrestricted: Locally Defined	LCFF–Supplemental	20,000.00
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	117,000.00
2000-2999: Classified Personnel Salaries	LCFF–Supplemental	38,500.00
4000-4999: Books And Supplies	LCFF–Supplemental	7,500.00
5000-5999: Services And Other Operating	LCFF–Supplemental	15,000.00

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Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
LCFF--Supplemental	198,000.00

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Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
0001-0999: Unrestricted: Locally Defined	20,000.00
1000-1999: Certificated Personnel Salaries	117,000.00
2000-2999: Classified Personnel Salaries	38,500.00
4000-4999: Books And Supplies	7,500.00
5000-5999: Services And Other Operating Expenditures	15,000.00

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Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	73,500.00
Goal 2	21,500.00
Goal 3	22,500.00
Goal 4	2,500.00
Goal 5	78,000.00

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School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Barbara Green	[ ]	[ ]	[X]	[ ]	[ ]
Jay Berns	[X]	[ ]	[ ]	[ ]	[ ]
Pattie Lee	[ ]	[ ]	[X]	[ ]	[ ]
Tanner Boatmen	[ ]	[ ]	[ ]	[ ]	[X]
Lori Harris	[ ]	[X]	[ ]	[ ]	[ ]
Sheri Dornbush	[ ]	[ ]	[ ]	[X]	[ ]
Charlene Emerson	[ ]	[ ]	[X]	[ ]	[ ]
Maria Boatman	[ ]	[ ]	[ ]	[X]	[ ]
Robin Peach	[ ]	[ ]	[ ]	[X]	[ ]
Michelle Adams	[ ]	[ ]	[ ]	[X]	[ ]
Marilou Edwards	[ ]	[ ]	[X]	[ ]	[ ]
Tera Props	[ ]	[ ]	[ ]	[X]	[ ]
Numbers of members of each category:	1	1	3	5	1

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

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Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

[ ]	State Compensatory Education Advisory Committee	Signature
[X]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[X]	Other committees established by the school or district (list): Community Advisory Committee for Special Education Programs	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on 10/19/12.

Attested:

Dr. Jay N. Berns	Jay Berns	11.4.14
Typed Name of School Principal	Signature of School Principal	Date
Sheri Ann Dornbush	[signature]	11-4-14
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

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The Single Plan for Student Achievement

School: Phoenix High School

CDS Code: 31-66951-3130036

District: Western Placer Unified School District

Principal: Chuck Whitecotton

Revision Date: 10-21-14

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Chuck Whitecotton

Position: Principal

Phone Number: (916) 645-6395

Address: 870 J Street
Lincoln, CA 95648

E-mail Address: cwhitecotton@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on November 18, 2014.

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School Vision and Mission

Phoenix High School's Vision and Mission Statements
Vision

Our vision statement is "Where caring leads to success in learning". It is clear, focused and sets the tone for building and embracing the unique culture of our school.
Mission

It is our mission to create a program in which staff, students, parents, and the community work collaboratively to foster and encourage student learning. Phoenix's curricular emphasis is based on the state's common-core standards while focused on the various learning styles and achievement levels of our students.

School-Wide Student Goals

Student-Wide Student Goals are the motivating force in curricular development and teaching methodology. The Student Outcomes are intended to encourage and challenge students to become the following:

- Respectful citizens
- Effective communicators
- Academic achievers
- Career planners
- Healthy individuals

Phoenix students are required to complete written and oral assignments, portfolios and projects to meet each of the REACH objectives (5 credits) for graduation. The administration and staff have high expectations for our students and strive to give them the opportunity to be successful and graduate from Phoenix or return to the comprehensive high school.

School Profile

Phoenix High School serves as the continuation high school for the Western Placer Unified School District. Phoenix High School provides an alternative education program for students in grades 10 through 12 or ages 16 to 18+. Student enrollment numbers fluctuate as students enroll, recover credits and return to Lincoln High School or graduate from Phoenix High School throughout the year. However, our average enrollment is approximately 75 students. The School is located adjacent to the comprehensive high school, in the city of Lincoln, fifteen miles NE of Roseville, California in Placer County.

Phoenix High School is comprised of portable buildings consisting of 8 classrooms, administrative offices, restroom facilities and a new double unit multi-use (library/career education, counseling, tutoring and assembly) room. The campus is fenced and landscaped, has a blacktop student recreational area, and offers off-street parking. The District offers beginning and advance EL classes for our Hispanic families in the evenings.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Phoenix High School conducted parent and student surveys during the 2014-2015 school year. The results revealed that both parents and students feel that Phoenix High School provides a safe and orderly educational environment that helps individualize learning to help meet the needs of each student.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Full-time teachers are observed formally every other year and responsible to prepare in writing their goals and objectives for the year. They are also observed informally with classroom visits and walk throughs. New teachers are formally observed are formally observed three times a year.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   A majority of students have taken the CAHSEE Language Arts and Math assessments upon entrance to Phoenix High School for program evaluation. The results are used to assist in selecting the appropriate curriculum and developing the student's learning plan (SLP). Students are then periodically re-assessed throughout the year to measure their academic growth. The California High School Exit Exams are also used to assess student growth, modify curriculum, adjust teaching strategies, and to help improve student achievement.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   Weekly Student Credit Sheet Analysis: 1) students grade level 2) total credits needed to graduate 3) credits needed per week to graduate on time 4) if student is planning to return to the comprehensive high school 5) total credits completed this year and 6) the students total credits earned for the current week. In addition, using individual student CAHSEE results to compare and analyze Language Arts/Math cluster or strand scores for teachers to develop targeted intervention strategies to increase passage rate. Finally, on Early Release Mondays, PLC time is used for teachers to collaborate and discuss strategies that help struggling students become more successful.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   At Phoenix High School 100% of the classes in the core academic subject content areas are taught by Highly Qualified Teachers. ESEA or No Child Left Behind requires that core academic subjects be taught by HQT teachers, those having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic area competence,

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4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   All teachers have access to adopted instructional materials, professional development activities,and training whenever possible. Phoenix High School qualifies as a high poverty school and receives Title 1 funding which can be used for professional development.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   The Staff selectively attends professional development workshops, conferences and trainings that address the specific needs of our programs, and can be of benefit to our students. The District office has required administration and staff to attend mandatory common core state standards implementation and strategic planning seminars. Teachers are constantly monitoring student(s) credit completion on a weekly basis, always looking for better ways of motivating and providing our students with a quality educational program.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   Phoenix High School utilizes textbooks from the local and state approved lists. In addition, all teachers have been involved in aligning instructional materials, projects and strategies with the California Common Core State Standards

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

   Phoenix High School has an Early Release every Monday set aside for two specific reasons: 1) Staff (teachers and administration) meet as a Professional Learning Community to work collaboratively on student achievement and program related issues. 2) To implement and monitor progress on WASC action plan.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

   Currently, the District is in year two of a three to five year roll-out of the California Common Core State Standards. All core curricular content areas are in the process of aligning with common core. The District is anticipating the investigation, analysis and adoption of new materials. The instructional emphasis is farther along the continuum as teachers have been attending professional development implementation trainings, departmental curricular break-out sessions and working collaboratively to develop effective teaching strategies.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

   Language Arts: (1) course (5 credits) per semester Mathematics: (1) course (5 credits) per semester

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

    Phoenix started a 5th period intervention class for for students who are not earning the required (2) credits per week. The select students are scheduled the following week into the 5th period for an extra (65) minutes of instructional time.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

    All instructional materials and on-line curriculum will be common core standards and available to all students in compliance of the Williams Act. Administration and staff are committed to providing up-to-date materials and utilizing their budget allocations wisely to secure proper and appropriate classroom materials.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

    Until this year, the California Standards Test and the California High School Exit Exam were used to assess student growth,

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modify curriculum instruction, adjust teaching strategies, and help to improve student achievement. This year Phoenix High School will participate in the new SBAC Assessment Trials in either English Language Arts, Math or Science for Common Core. The new assessments will be completed totally on-line by 11th grade students. Scores will not be submitted or retained.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

All students and their parents, as part of the enrollment process, meet with a staff member to develop an individualized Student Learning Plan (SLP), to assist the students' academic success and the teachers understanding of the students' individual needs. Results from enrollment assessments, previous CST scores, transcripts grades, and teacher comments are analyzed and used to identify a student's areas of academic weakness. Interventions and modifications are discussed and implemented into the student's learning plan. Due to the broad academic ranges unique to students at Phoenix High School, the staff meets and constantly evaluates each student's program, making any adjustments needed to ensure academic success

14. Research-based educational practices to raise student achievement

EDI, PLCs, on-line credit recovery classes, language arts/reading intervention class, extending the academic day for struggling students, RTI etc.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Phoenix High School has the following resources available to assist its students and their families with support programs:

- The Effort - 24 hour Parent/Student Support Line
- Placer County Network of Care
- School Counselor On-Site – Wednesday all day
- Dedicated Teaching Staff
- SCHOOLS Volunteer Tutoring – Monday --> Friday
- Special Education ELD services at LHS
- School Nurse - on call
- Afternoon, on-site, individualized instruction program

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Phoenix High School administration and staff work diligently to provide a program and school culture that welcomes parents and families. Teachers keep and open line of communication with parents by email, phone or written communication home. Throughout the year follow-up automated calls will be made to keep families informed about events at school, progress report/credit checks and graduation. Parents are also directed to the Phoenix High School's Website for information about up-coming events and activities.

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Phoenix High School utilizes a portion of its Title I/EIA/LCFF Supplemental funding to purchase on-line programs to allow students another pathway to earn academic credits and improve their core academic skills in language arts and math and electives. Currently, sixty percent of all credits earned by Phoenix students were obtained on-line. Students are able to work at their own pace, at home, the library, virtually anywhere and anytime. Future purchased will be made to enhance and supplement the various academic subjects and to address the varied academic deficiencies of our students. Since most of the students referred to the school are in need of academic intervention or credit recovery, the school would like to apply for school-wide Title I status in order to meet the learning needs of all students.

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18. Fiscal support (EPC)

Given the current California State Budget situation, District funds are being monitored frugally matching expenditures with expected revenues.. The District is taking a conservative approach to the new budgeting process as a result of passage of Proposition #30. Phoenix High School does have discretionary funds available as well as federal Title 1 and EIA/LCFF Supplemental.

Description of Barriers and Related School Goals

- Goal #1: The school will establish effective communication between administration and staff: define areas of responsibility, and create inclusive processes for decision making.

- Goal #2: Continue to Improve Student Grade Level Performance and Attendance: Students are required to complete a minimum of (2) credits per week, times (36) weeks equals (72) credits/year/student. Our goal is to achieve 75% of the targeted credits or 54 credits/year/student. By increasing the number of completed credits, students will get closer to their grade level status. Phoenix High School's target goal is an average of 75% completion rate of the targeted credits during the 2014-2015 school year.

- Goal #3: Improve Student Performance in Language Arts. Phoenix High School students will increase their English Language Arts scores on Gradpoint to above 70% (from pretest to posttest) to demonstrate subject mastery. Students will also increase 12th grade CAHSEE English Language Arts passage rate to 85% by the Spring of 2015. Students who did not pass the English Language Arts section of the CAHSEE before their they transfer to Phoenix will be encouraged to pass the exam on their first attempt at Phoenix.

- Goal #4: Improve Student Performance in Mathematics. Phoenix High School students who have not completed the Algebra requirement will increase their scores on Odysseyware or Gradpoint to above 70% (from pretest to posttest) to demonstrate subject mastery. Students who have already completed their Algebra requirement will continue to work on other math subjects (Geometry, Algebra II, Personal Finance, Consumer Math, etc.) at a pace to complete (5) math credits per semester. Students who did not pass the CAHSEE Mathematics when they transfer to Phoenix will be encouraged to pass the exam on their first attempt at Phoenix.

- Goal #5: The school will develop and implement a data assessment system by which school-wide student performance data, including local measures, is regularly collected, analyzed, and used to inform instruction and program decisions.

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100	92	100	100	100	--		--	--	100	--
Number At or Above Proficient	--		--	--		--	--		--	--		--
Percent At or Above Proficient	--	--	--	--	--	--	--	--	--	--	--	--
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	Yes	Yes	Yes	--	--	--	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	--	100	84	100	100	100	100	100	86	100		100
Number At or Above Proficient	--		--	--		--	--		--	--		--
Percent At or Above Proficient	--	--	--	--	--	--	--	--	--	--	--	--
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	--	--	--	--	--	--	--	--	--	--	--	--

Conclusions based on this data:

1. Based upon the CST data provided, the majority of Phoenix High School students are scoring at Basic or higher on the State's standardized tests. Students continue to show growth in Language Arts. Mathematics is much more difficult to determine because of the low number of students who qualify to take the Algebra test.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	86	92	100	100	100	--		--	--		--
Number At or Above Proficient	--		--	--		--	--		--	--		--
Percent At or Above Proficient	--	--	--	--	--	--	--	--	--	--	--	--
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	Yes	Yes	No	--	--	--	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	--	67	84	100	67	100	100	67	86	100		100
Number At or Above Proficient	--		--	--		--	--		--	--		--
Percent At or Above Proficient	--	--	--	--	--	--	--	--	--	--	--	--
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	--	--	--	--	--	--	--	--	--	--	--	--

Conclusions based on this data:

1. Even though the number are not statistically significant to report, students continue to show growth.

8.1.233

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
11	******* *	***	******* *	***			******* *	***			********
12			3	75	1	25					4
Total	1	14	4	57	1	14	1	14			7

Conclusions based on this data:

1.

8.1.234

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	4	8	7
Percent with Prior Year Data	75.0%	100.0%	100.0%
Number in Cohort	3	8	7
Number Met	--	--	--
Percent Met	--	--	--
NCLB Target	56.0	57.5	59.0
Met Target	*	*	--

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	0	4	1	8	0	7
Number Met	--	--	--	--	--	--
Percent Met	--	--	--	--	--	--
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	*	*	*	*	--	--

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	--		--
Met Percent Proficient or Above	--	--	--
Mathematics			
Met Participation Rate	--		--
Met Percent Proficient or Above	--	--	--

Conclusions based on this data:

1. Phoenix High School Cohort Groups did meet their Annual Measurable Objectives for the past three years.
2. English Learners sub-groups did not have a measurable participation rate.

8.1.235

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1. The District did not reach their goals.

School and Student Performance Data

CAHSEE (English-Language Arts)

2013-14 Grade 10 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	**11**	**8**	**73.0**	**3**	**27.0**	**364.0**	**27.0**
Male	8	0	0	0	0	0	0
Female	2	0	0	0	0	0	0
Race/Ethnicity							
American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino	5	0	0	0	0	0	0
African American							
White	5	0	0	0	0	0	0
Declined to State	1	0	0	0	0	0	0
Language Fluency							
English Only Students	8	0	0	0	0	0	0
Initially Fluent English Proficient (IFEP)	1	0	0	0	0	0	0
Redesignated Fluent English Proficient (RFEP)	1	0	0	0	0	0	0
English Learner Students	1	0	0	0	0	0	0
Economic Status							
Non-Economically Disadvantaged Students	4	0	0	0	0	0	0
Economically Disadvantaged Students	7	0	0	0	0	0	0
Special Education Program Participation							
Students Receiving Services							

8.1.237

CAHSEE (Mathematics)

2013-14 Grade 10 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	**12**	**6**	**50.0**	**6**	**50.0**	**352.0**	**17.0**
Male	8	0	0	0	0	0	0
Female	4	0	0	0	0	0	0
Race/Ethnicity							
American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino	5	0	0	0	0	0	0
African American							
White	6	0	0	0	0	0	0
Declined to State	1	0	0	0	0	0	0
Language Fluency							
English Only Students	9	0	0	0	0	0	0
Initially Fluent English Proficient (IFEP)	1	0	0	0	0	0	0
Redesignated Fluent English Proficient (RFEP)	1	0	0	0	0	0	0
English Learner Students	1	0	0	0	0	0	0
Economic Status							
Non-Economically Disadvantaged Students	6	0	0	0	0	0	0
Economically Disadvantaged Students	6	0	0	0	0	0	0
Special Education Program Participation							
Students Receiving Services							

8.1.238

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Communication/Decision Making
LCAP GOAL:
1, 2, 4 & 6
LEA GOAL:
1, 2 & 5
SCHOOL GOAL #1:
The school will establish effective communication between administration and staff: define areas of responsibility, and create inclusive processes for decision making.
Data Used to Form this Goal:
1. Weekly Early Release Monday Agendas (PLC) 2. Minutes/logs from ERMs 3. Electronic communication 4. School Site Council oversight 5. Parent/Student Surveys
Findings from the Analysis of this Data:
1. A unified staff, focused on student learning and the success of all students. 2. Fully engaged and committed staff, working together for a common goal. 3. Positive interest by parents and community support for involvement/partnership with Phoenix High School. 4. The need to emphasize student achievement in each one of the five ESLR's - Responsible Citizenship; Effective Communicator; Academic Achievement; Career Planning; Healthy Individuals.
How the School will Evaluate the Progress of this Goal:
1. Weekly, monthly and annual program monitoring, self-evaluation and parent/student surveys. 2. Positive and timely articles in the local newspaper about what's happening at PHS - News Messenger. 3. Parent/Student Surveys

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
1. Conduct end-of-the-week quad meetings for feedback and announcements	2014-2015	Admin/Staff				
Increase Early Release Days to include every Monday.	2014-2015	Admin/Staff	Scheduled meetings Agendas Discussion Action Items Minutes	5900: Communications	Title I	250
				5900: Communications	LCFF–Supplemental	95
Increase Parental Involvement and participation: * School Site Council * Student Learning Plan * Volunteering * Parent Survey * Parent Meetings	2014-2015	Admin/Staff Parents School-Site Council	Paper, print, postage, & misc materials E-mail and phone invitations. Positive articles in the Lincoln News Messenger SSC - agenda items will be driven by what parents want to hear about and set by the President or VP. Work with Mary Lou to develop a TIPS Program for parents and community: Topics Of Interest to Parent and Students	4000-4999: Books And Supplies	Title I Part A: Parent Involvement	300
Emphasis on field trips to explore potential training/career opportunities.	2014-2015	Admin/Staff	Identify and plan for local field trips.		Donations	500.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Local Community Involvement: *Sierra College * Lincoln Art Council * Service Groups Kiwanis Lions Club * Lighthouse * Local Merchants * PHS-Open House-Fund Raisers Fall Spring	2014-2015	Admin/Staff	Flyers advertising	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Allocation	200
Conduct Student/Parent Surveys	2014-2015	District Office/Admin	Surveys Get Parents Involved Document responses Feedback on programs and school culture from a parents perspective.	4000-4999: Books And Supplies	Title I Part A: Parent Involvement	200
Monitoring Program & Implementation: * Review WASC Action Plan	2014-2015	District Office Administration Staff Parents Students	Annual Evaluation of Program			

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Credit Completion/Attendance
LCAP GOAL:
1, 2, 4 & 5
LEA GOAL:
1, 4 & 5
SCHOOL GOAL #2:
Continue to Improve Student Grade Level Performance and Attendance: Students are required to complete a minimum of (2) credits/week; times 36 weeks equals (72) credits/year/student. Our goal Attendance goal is to achieve 75% of the targeted credits or (54) credits/year/student. By increasing credits completed, students are closer to their grade level status. Phoenix High School will attempt to achieve a credit completion percentage of 75%.
Data Used to Form this Goal:
1. Weekly Credit Completion Student Report 2. Individual Student Credit Sheet 3. 5th Period Class Attendance 4. Monitor Student(s) Earning Zero Credits 5. Monitor CAHSEE results by grade level,
Findings from the Analysis of this Data:
1. Weekly credits earned have been increasing - continue to monitor that trend. 2. Students who were earning zero credits has decreased. * The recidivism rate is decreasing. 3. During the week of 5th period, students earning credits to exit program. 4. Students like earning rewards.
How the School will Evaluate the Progress of this Goal:
1. Students reaching grade level in credits completed. 2. Increased graduation rate. 3. Phoenix High School continues to meet or exceed our District Attendance goal. 4. Students are learning: pre-post on-line assessments/CAHSEE results/SBAC testing in the future.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Initiate 5th Period Class designed for students who are not earning the required minimum (2) credits per week.	2014-2015	Gruber -Tracking Nelson-Teacher Office-Support Admin-enforce policy	Timecards, tardies, no-shows, suspensions, notifications			
Adjust schedule so that teachers can instruct 5th period class.	2014-2015		5th period intervention instruction	1000-1999: Certificated Personnel Salaries	LCFF--Supplemental	2775
Continue to research and improve the on-line course offerings, instructional strategies and materials	2014-15	Admin/Staff	Odysseyware Gradpoint	4000-4999: Books And Supplies	LCFF--Supplemental	1000
				4000-4999: Books And Supplies	Title I Part A: Allocation	5000
			Apply for school-wide Title I programs to ensure that all students reach proficient and advanced levels on State academic achievement standards.			
Continue to offer Staff Professional Development opportunities: * On-Line Blended Classroom * CCSS Workshops * CCSS Implementation * School Visitations * Cross-site with LHS	2014-2015	Admin/Staff	Conferences/Training Collaboration	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Allocation	100
Improve the 5th Period Extended Day classroom (culture) to increase the output of credits for those students who have not had the time to complete (2) credits per week during the regular school day.	2014-2015	Admin/Staff	Incentives, rewards & recognition	4000-4999: Books And Supplies	Title I Part A: Allocation LCFF--Supplemental	250 50

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Decrease tardies, cuts, unexcused absences - increasing time at school	2014-2015	Admin/Office	Preparing attendance letters, SAM Invitations & Hearing	4000-4999: Books And Supplies	LCFF–Supplemental	300
Implement Athletic Program, building self esteem, character and team building.	2014-2015	Admin	Form School Basketball Team		LCFF–Supplemental	300
Utilize pre and post assessments in ELA and math to determine a student's growth in those on-line subject areas.	2014-2015	Staff	Credit monitoring			
Increase security on campus	2014-2015	Admin	Security Cameras	0001-0999: Unrestricted: Locally Defined	LCFF–Supplemental	3204

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Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Language Arts
LCAP GOAL:
All students will reach high standards in English Language Arts.
LEA GOAL:
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.
SCHOOL GOAL #3:
Continue to Improve Student Performance in Language Arts: Phoenix High School students will increase their English Language Arts scores on Gradpoint to above 70% (from pretest to posttest) to prove they are at or above grade level standards. Students who did not pass their CAHSEE Language Arts when they transfer to Phoenix will be encouraged to pass the exam on their first attempt at Phoenix.
Data Used to Form this Goal:
1. CAHSEE results: participation rate, scores-overall and individual strands for Language arts and Math 2. Weekly Credit Report, Credit completion & grade-level achievement 3. Formative assessment scores (pre & post) on-line courses 4. Student assessments & test scores - measuring the effectiveness of L/A-Reading Intervention class 5. The success of 5th period class-the number of students earning zero credits
Findings from the Analysis of this Data:
1. Over the past three years, Phoenix has improved the 12th grade CAHSEE passage percentage in English Language Arts from 85% to 94%. 2. Over the past three years, Phoenix's number of graduates + the number of students sent back to Lincoln High for graduation has increased from 7 to 25. 3. All graduates during this time period have passed both sections of the CAHSEE Exam. 4. In 2012, Phoenix High School exited Program Improvement. 5. Over the past three years, 55% of Phoenix students have scored at basic or above on the CST English Language Arts Test. 6. Even though enrollment has slightly decreased the graduation percentage has increased. 7. Over the past three years, Phoenix has met or exceeded our District Attendance goal.
How the School will Evaluate the Progress of this Goal:
1. Phoenix will monitor Credit Completion leading to graduation or returning to Lincoln High School. 2. Analyze the results from the CAHSEE Exam in English Language Arts for 12th graders and the passage rate increase or decerease.

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3. Compare annual credits earned in ELA with the Student's Learning Plan goals and grade level gains.
4. Monitor student's passage percentage on their on-line pre/post tests, is it increasing or decreasing?
5. Monitor CELDT scores for those students who are trying to get reclassified - intervention strategies.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
All ELA programs are in the process of aligning content areas with the new Common Core State Standards as well as Instructional Materials and Practices.	2014-2015	District & Sites	Cross-Walks with current standards & texts with CCSS.	5800: Professional/Consulting Services And Operating Expenditures	District Funded	500
			Attend CCSS Professional Development Workshops, PLCs - Cross Site Collaboration with LHS	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Allocation	500
Improve instructional strategies and materials, continue to research on-line program/course changes and available material aligned with CCSS Research workshops to examine SBAC format testing.	2014-2015	Staff	Odysseyware	4000-4999: Books And Supplies	LCFF--Supplemental	1000
			Gradpoint	4000-4999: Books And Supplies	Title I Part A: Allocation	3333
Upgrade to Chromebooks in preparation for SBAC.	2014-2015	Admin/Staff	Identify Technology Needs			
Improve 12th grade individual and overall students scores on the English Language Arts section of the CAHSEE as compared with previous scores.	2014-2015	Staff	Evaluate data to identify student(s) areas of weakness - develop intervention strategies.	4000-4999: Books And Supplies	LCFF--Supplemental	100
				4000-4999: Books And Supplies	Title I	200

9.2.1.8

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Develop strategies emphasizing the implementation of the higher level of thinking skills as related to the CCSS	2014-2015	Staff	Identify resource materials that will enhance teaching and engage students CCSS Training in ELA Provide classroom teacher modeling, time for collaboration and digesting information.	5000-5999: Services And Other Operating Expenditures	LCFF--Supplemental	300
Schedule students into academic classes based on transcript, grade level and credit needs.	2014-2015	Admin-Assistant	Develop Aeries Master Schedule Develop weekly orientation for all new students.			
Continue the SCHOOLS Volunteer tutoring Program. Former retired teachers and business leaders provide weekly (Monday through Friday) tutoring in English Language Arts, Mathematics, Sciences and History. We have added Fine Arts classes in: Art, Ceramics and Performing Arts.	2014- 2015	Admin/Staff	Attend annual meeting to recruit volunteers.			
Monitor Single Plan for Student Achievement, review, revise, and modify as needed related to all the actions to be taken. This is a living document and changes over time and circumstances.	2014-2015	Admin/WStaff Parents	Discuss Progress-On Action items at the quarterly School Site Council meetings. Apply for school-wide Title I program to ensure that all students reach proficient and advanced levels on State academic achievement standards.			
Extended Learning Time: * All materials can go home	2014-15	Staff asigned, Student, Parent	Student Learning Plan			

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Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
* On-Line Programs available @ Home @ Library * 5th Period Class for extra help * Tutoring Mon-->Fri						
monitor language acquisition of limited EL students to ensure progress is being made.	2014-2015	Admin, Teachers	Monitor grades, credits earned, attendance, and writing proficiencies.			

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Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Mathematics
LCAP GOAL:
1, 2, & 4
LEA GOAL:
1 & 5
SCHOOL GOAL #4:
Continue to Improve Student Performance in Mathematics: Phoenix High School students who have not completed the Algebra requirement will increase their scores on Odysseyware or Gradpoint to above 70% (from pretest to posttest) to prove their mastery of the subject. Students who have already complete their Algebra requirement will continue to work on other math subjects (Geometry, Algebra II, Personal Finance, Consumer Math, etc.) at a pace to complete five (5) math credits per semester. Students who did not pass their CAHSEE Mathematics when they transfer to Phoenix will be encouraged to pass the exam on their first attempt at Phoenix.
Data Used to Form this Goal:
1. CAHSEE results: participation rate, scores, overall and individual strands for mathematics. 2. Weekly Credit Report, Credit Completion Analysis and grade-level achievement. 3. Formative assessment scores (pre-post) on-line courses. 4. The success of 5th period class-the number of students earning zero credits.
Findings from the Analysis of this Data:
1. Over the past three years, Phoenix has improved the 12th grade CAHSEE passage percentage in Mathematics from 85% to 94%. 2. Over the past three years, Phoenix's number of graduates + the number of students sent back to Lincoln High for graduation has increased from 7 to 25. 3. All graduates during this time period have passed both sections of the CAHSEE Exam. 4. In 2012, Phoenix High School exited Program Improvement. 5. Over the past three years, 51% of Phoenix students have scored at basic or above on the CST Mathematics Test. 6. Even though enrollment has slightly decreased the graduation percentage has increased. 7. Over the past three years, Phoenix has met or exceeded our District Attendance goal.
How the School will Evaluate the Progress of this Goal:
1. Phoenix will monitor Credit Completion leading to graduation or returning to Lincoln High School. 2. Analyze the results from the CAHSEE Exam in Mathematics for 12th graders and the passage rate increase or decerease. 3. Compare annual credits earned in Math with the Student's Learning Plan goals and grade level gains. 4. Monitor student's passage percentage on their on-line pre/post tests, is it increasing or decreasing?

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5. Monitor CELDT scores for those students who are trying to get reclassified - intervention strategies.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
All programs are in the process of aligning content areas with the new Common Core State Standards as well as Instructional Materials and Practices	2014-2015	District Office Sites	Cross-Walks mapping current standards & texts with CCSS, Curriculum analysis and adoption Attend CCSS Professional Development Workshops. PLCs - Cross Site Collaboration with LHS	5000-5999: Services And Other Operating Expenditures	LCFF--Supplemental	400
Schedule students into academic classes based on transcript, grade level and credit needs utilizing Aeries.	2014-2015	Office/Admin/Counselor	Develop AERIES Master Schedule Develop weekly orientation for all new students. Attend AERIES conference.	5800: Professional/Consulting Services And Operating Expenditures	Other	400
Improve instructional strategies and materials, continue to research on-line program/course changes and available material aligned with CCSS Research workshops to examine SBAC format testing.	2014-2015	Staff	Odysseyware Odysseyware Odysseyware Gradpoint	4000-4999: Books And Supplies 4000-4999: Books And Supplies 4000-4999: Books And Supplies	Title I Part A: Allocation Donations Other	5000 1500 1900

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Improve 12th grade individual and overall students scores on the Mathematics section of the CAHSEE as compared with previous scores.	2014-2015	Staff	Provide subs to evaluate data to identify student(s) areas of weakness - develop intervention strategies.	1000-1999: Certificated Personnel Salaries	Other	300
Develop strategies emphasizing the implementation of the higher level of thinking skills as related to the CCSS	2014-2015	Staff	Identify resource materials that will enhance teaching and engage students CCSS Training in ELA Provide classroom teacher modeling, time for collaboration and digesting information.			
Continue the SCHOOLS Volunteer tutoring Program. Former retired teachers and business leaders provide weekly (Monday through Friday) tutoring in English Language Arts, Mathematics, Sciences and History. We have added Fine Arts classes in: Art, Ceramics and Performing Arts.	2014-2015	Admin/Staff	Support Tutors	4000-4999: Books And Supplies 4000-4999: Books And Supplies	Title I Part A: Allocation LCFF–Supplemental	175 75
Monitor Single Plan for Student Achievement, review, revise, and modify as needed related to all the actions to be taken. This is a living document and changes over time and circumstances.	2014-2015	Admin/Staff Parents	Discuss Progress-On Action Items at quarterly School Site Council Meetings			
Extended Learning Time: * All materials can go home * On-Line Programs available @ Home @ Library * 5th Period Class for extra help * Tutoring Mon-->Fri	2014-2015	Staff assigned, Student, Parent	Student Learning Plan			

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Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Assessment
LCAP GOAL:
1, 2 & 4
LEA GOAL:
1 & 5
SCHOOL GOAL #5:
The school will develop and implement a data assessment system by which school-wide student performance data, including local measures, is regularly collected, analyzed, and used to inform instruction and program decisions.
Data Used to Form this Goal:
1. Weekly Credit Sheet Analysis: * 18 Year Olds not earning (2) credits. * Students earning under (2) credits. * Students earning zero credits. * Credits to graduate - top twenty list. 2. Monitor CAHSEE Language Arts/Mathematics passage rate by grade and attempts. * Analyze strands for specific areas of weakness for those not passing, set-up intervention 3. Review (Pre/Post) individual student's testing results using either Odysseyware or Gradpoint on-line curriculum. * As students try to test-out when recovering credits, comparing their post test results is a good indicator of academic success. 4. Conduct weekly PLC meetings around the REACH Expected School-Wide Learning Results.
Findings from the Analysis of this Data:
1. Over the past three years, Phoenix High School graduation rate has increased. 2. All graduates, over the past three years, have pased the CAHSEE Exam in both Language Arts and Mathematics. 3. Over the past three years, Total Credits Completed has increased. 4. Post-Test passage percentage is higher than Pre-Test percentage on average.
How the School will Evaluate the Progress of this Goal:
1. Phoenix High School continues to move students towards graduation or returning to Lincoln High School for graduation. 2. Increase CAHSEE passage rate while attending PHS - 1st attempt - monitor results to set-up intervention strategies. 3. Credit Completion Analysis

4. Pre/Post On-Line Assessments (Odysseyware/Gradpoint)
5. Annual SBAC-CCSS Assessment results TBD

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Initiate 5th Period Class designed for students who are not earning their minimum (2) credits per week.	2014-2015	Gruber -Tracking Nelson-Teacher Office support	Monitor Weekly Credits, lowest (19) students - credits earned have 5th period the following week. Increase On-Line seats. Monitor low-performing students, continue to utilize tutoring when applicable			
Continue Professional development with the entire staff to look at what data is beneficial and useful to support instruction and implementation of CCSS Provide practical training, teaching strategies and modeling of actual lessons in the classroom. How do we best assess student learning and give positive feedback to students.?	2014-2015	Ed Services Staff	Utilize early release days. Allow classroom teachers time to discern and apply the relevant information learned. Evaluate current curriculum and compare results and make adjustments. Evaluate assessments strategies			
ELA and Math will be continuing to implement the (pre and post) Odysseyware/Gradpoint assessments process for earning on-line credits to determine a student's growth in those subject areas.	2014-2015	Staff On-Line Programs	Credit monitoring, Passage % +/- Pre/Post unit assessment	4000-4999: Books And Supplies	Title I Part A: Allocation	558

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Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Continue to research on-line learning, course offerings, instructional strategies and materials.	2014-2015	Staff	Odysseyware Gradpoint Course alignment with CCSS Rigor (A thru G) Assessment Data			
Investigate the benefits (pros/cons) of using for example: Odysseyware's Diagnostic Placement Program to assess a student's strengths and weakness as part of the enrollment process, to determine his/her needs.	2014-2015	Admin/Staff	Place on the ERM/PLC agenda 2nd semester			
Provide opportunities for staff to attend workshops, visit other continuation high schools, visit their classrooms and share information.	2014-2015	Admin/Staff	Placer County and surrounding Counties.			
Conduct SBAC assessments	2014-2015	Admin/Staff/Students	SBAC will be administered totally on-line 2014-15 SBAC Testing & Reporting			

SSPI 2

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #3

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #3:
All English learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The District EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	District EL Intervention Specialist Principal	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	630

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
5800: Professional/Consulting Services And	District Funded	500.00
	Donations	500.00
4000-4999: Books And Supplies	Donations	1,500.00
	LCFF–Supplemental	50.00
	LCFF–Supplemental	300.00
0001-0999: Unrestricted: Locally Defined	LCFF–Supplemental	3,204.00
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	2,775.00
4000-4999: Books And Supplies	LCFF–Supplemental	2,475.00
5000-5999: Services And Other Operating	LCFF–Supplemental	700.00
5900: Communications	LCFF–Supplemental	95.00
1000-1999: Certificated Personnel Salaries	Other	300.00
4000-4999: Books And Supplies	Other	1,900.00
5800: Professional/Consulting Services And	Other	400.00
4000-4999: Books And Supplies	Title I	200.00
5900: Communications	Title I	250.00
4000-4999: Books And Supplies	Title I Part A: Allocation	14,316.00
5800: Professional/Consulting Services And	Title I Part A: Allocation	800.00
4000-4999: Books And Supplies	Title I Part A: Parent Involvement	500.00

8.1.257

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
District Funded	500.00
Donations	2,000.00
LCFF–Supplemental	9,599.00
Other	2,600.00
Title I	450.00
Title I Part A: Allocation	15,116.00
Title I Part A: Parent Involvement	500.00

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Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
0001-0999: Unrestricted: Locally Defined	3,204.00
1000-1999: Certificated Personnel Salaries	3,075.00
4000-4999: Books And Supplies	20,891.00
5000-5999: Services And Other Operating Expenditures	700.00
5800: Professional/Consulting Services And Operating	1,700.00
5900: Communications	345.00

8.1.259

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	1,545.00
Goal 2	12,979.00
Goal 3	5,933.00
Goal 4	9,750.00
Goal 5	558.00

8.1.260

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Chuck Whitecotton	[X]	[ ]	[ ]	[ ]	[ ]
Sandra Hackbarth	[ ]	[ ]	[X]	[ ]	[ ]
Tracy Gruber	[ ]	[X]	[ ]	[ ]	[ ]
Nicole Wilson	[ ]	[ ]	[ ]	[X]	[ ]
Cheryl McFerren	[ ]	[ ]	[ ]	[X]	[ ]
Karly McFerren	[ ]	[ ]	[ ]	[ ]	[X]
Ashley Wilson	[ ]	[ ]	[ ]	[ ]	[X]
Harley Rowe	[ ]	[ ]	[ ]	[ ]	[X]
Numbers of members of each category:	**1**	**1**	**1**	**2**	**3**

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

8.1.261

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

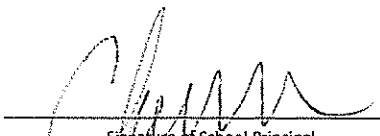
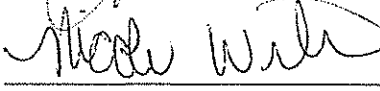
[ ]	State Compensatory Education Advisory Committee	Signature
[ ]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[ ]	Other committees established by the school or district (list):	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on October 21, 2014.

Attested:

Chuck Whitecotton Typed Name of School Principal	 Signature of School Principal	10/31/14 Date
Nicole Wilson Typed Name of SSC Chairperson	 Signature of SSC Chairperson	10/31/14 Date

8. 1. 262

The Single Plan for Student Achievement

School: Sheridan Elementary School

CDS Code: 31669516031363

District: Western Placer Unified School District

Principal: Melissa Willes

Revision Date: October 1, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Melissa Willes

Position: Principal

Phone Number: 530-633-2591

Address: 4730 H Street
Sheridan, CA 95681

E-mail Address: mwilles@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on November 18, 2014.

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School Vision and Mission

Sheridan Elementary School's Vision and Mission Statements
Vision: Students will gain effective skills, knowledge, and attitudes to continue their education and career.

Mission: To develop a professional learning community which analyzes assessment data to drive all instruction and ensure that all students achieve mastery of the Common Core State Standards. All parents, staff and community members will work together to ensure that all students receive a high quality education which stresses responsibility, moral and ethical behavior, literacy, healthy life style and critical thinking.

School Profile

Sheridan Elementary School serves kindergarten through fifth grade students and is located in the Western Placer Unified School District (WPUSD) between Lincoln and Wheatland in the western region of Placer County. The students are housed on the campus in multi-graded classrooms with a population of 81 students. The ethnic makeup is as follows: Caucasian and Hispanic 92.2%, Black/African American 0.01232%, Laotian 0.0123% and American Indian 0.025 % and 0.026% who decline to state.. We have a grant funded parent participation preschool facility on the school site. Efforts are made to ensure that the transition from preschool to kindergarten is a smooth and enjoyable experience. The principal is Melissa Willes. Scott Leaman is the Western Placer Unified School District Superintendent.

Sheridan Elementary School is committed to providing a safe, healthy learning environment. Specific programs which emphasize this include: healthy lifestyles education, evacuation drills; monthly fire drills and emergency shut-down drills. All non-students coming on to campus must check in through the office to sign-in and obtain a badge. Students are supervised before and after school by staff. More than 60 students attend the after-school program. This program provides students with opportunities to work on homework, art, crafts, and recreation. Our school safety plan is in place, as well as, our district crises plan. They work together to encompass the safety of all of our students, staff, parents and community.

Combination classes are in place. We have a kindergarten/first; second/third; and a fourth/fifth configuration.

As per the California Education Code, there are a required number of minutes per year for each grade level. The number of instructional minutes at Sheridan School is over 56,000, well over the required EdCode minutes requirement.

The percentage of students in the free and reduced lunch program is 77%.

Incorporated into the regular program are: peer tutoring, cross-age buddies, math and reading interventions (first within the classroom using Houghton Mifflin "Focused Approach," Fast Forward Math, Reading Mastery, Corrective Reading, SIPPS, Read Naturally, REWARDS, and Signs for Sounds), parent volunteers, an emphasis on building good peer relationships and transitioning to middle school, hands-ons science classes, and q visual and performing arts which includes performances for the school community.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Non completed

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The school principal observes teachers both formally and informally. Teachers are formally evaluated every other year. However, frequent walk throughs and informal visits are common. New teachers are formally observed three times each year.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   Teachers analyze available test scores and identify students and standards in which more targeted instruction is needed. The teachers then complete an instructional planning sheet, which identifies the standard, standard benchmark, objective, and the materials needed to implement improvement. Teachers also use beginning of the year assessments to group students for intervention programs.

   DIBELS (Dynamic Indicators of Early Literacy Skills) is a measure used by which students' competency in basic literacy skills and reading fluency can be assessed on a regular basis. Benchmark testing occurs three times a year and progress monitoring occurs regularly for students with an intensive need for support in English Language Arts.

   District wide common assessments are administered several times throughout the year. These provide summative assessments for teachers to gauge the students' progress. Weekly chapter tests (formative assessments), as well as, theme tests from the adopted curriculum assist teachers in monitoring the progress of the students and enable them to accurately communicate on a regular basis with parents.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   All district assessments occur as per the pacing guides set forth. Data is entered into Online Assessment Reporting System (OARS) creating a compilation of scores. Dynamic Indicators of Beginning English Literacy (DIBELS) scores and sight word acquisition are also measured as regular markers of student progress. Core curriculum is modified by the teacher to scaffold access to the Common Core Standards. Small Group instruction for struggling learners is another modification to the regular curriculum.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   Sheridan Elementary School teachers meet the highly qualified staff criteria at 100%.

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4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   All teachers have access to professional development provided by Western Placer Unified School District. Training is ongoing and provides in-depth practice and work with CCSS. Teachers may also use lottery money to attend professional conferences out of district. Teachers are encouraged to attend any and all training and teamwork opportunities.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   WUSD offers staff development specifically aligned to address Common Core State Standards (CCSS). Teachers are currently attending training for the implementation of a new math curriculum, Envision by Pearson. Teachers attended the California Reading Association PDI Conference.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   Content specialist training is planned for the 2014-2015 school year in order to adapt the current materials to CCSS. A site tech provides training on the use of interactive projectors/whiteboards. Use of one-on-one technology mentoring occurs within the staff. The district health teacher has provided an online connection for health lessons that teachers may access anytime. WPUSD also provides an instructional coach for all teachers in the district. This coach provides training as well as working with grade level teams to further knowledge and expertise with the new CCSS.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

   All teachers at Sheridan Elementary School collaborate with each other with regard to planning for student success. They also participate with grade level teams from other schools. Early Release days and staff meetings provide time for collaboration. CCSS implementation is a focus for teaching faculty. Collaboration also occurs among instructional aides as they plan together to provide targeted instruction for struggling learners.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

   The district purchases standards based materials. All teachers at this site use these materials and adapt them to create alignment with standards. The teachers are provided with training for the new materials and state and local multiple measures are used for assessment. The district also conducts and provides monthly early release days to facilitate, professional learning communities, communication between grade levels and school sites. The meetings also provide the vehicle for additional curriculum training should the need arise. Teachers participated in the selection of new CCSS aligned curricula, Envision Math.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

   Instructional minutes requirements are met in each classroom at Sheridan Elementary. It is acknowledged that combination classrooms present a challenge in this area. Teacher preps are strategically planned to provide single grade instructional time to meet this goal. Overall, the school has 56,000 instructional minutes which is greater than the amount required by EdCode.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

    District pacing guides are adhered in each classroom. Interventions also occur on a schedule which provides single grade instructional time.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

    Adoptions – teachers are invited to serve on the textbook adoption committees. Teacher input is viewed as a priority for determination of a final selection. Every student is provided standards-based instructional materials appropriate to grade level.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Adopted materials for core instruction as well as interventions are used.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

After School Program
Response to Intervention data, time and structure provided
SIPPS
Parent Volunteers
Cross-age tutoring
After School Tutoring
Accelerated Reader Program
EL focus during RtI time
Speech Services

14. Research-based educational practices to raise student achievement

Targeted intervention groups use Systematic Instruction in Phonemic Awareness (SIPPS), Read Naturally, and REWARDS for instruction. Teachers also use Accelerated Reader and other technology based programs to support all learners. Strategies to promote student engagement are also utilized.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

CARE after school program
Academic supports
Speech
Parent Education workshops
School-wide intervention program
Del Webb Schools Volunteers read to all kindergarteners and first grader twice a month

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

N/A

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Services include Accelerated Reader, one on one technology and applications that support student engagement and learning, supplemental materials for staff.

18. Fiscal support (EPC)

The site receives both state and federal monies.

Description of Barriers and Related School Goals

School size/combination classes/class size are barriers to attaining academic goals for all students at Sheridan Elementary School. Lack of high speed internet infrastructure limits the use of technology used for instruction and student production of CCSS focused products. In addition, students must be bussed to a different school for SBAC assessments which also means they do not have the opportunity to practice the tested skills throughout the year. Funding allocation of Title I money is less this school year than it was last year. In addition, our Economic Impact Aid is $5,000 less than it was in 2013-14. The result is that students who are struggling with literacy skills or English Learners will be given less support.

8.1.269

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	47	51		22	25		0	0		0	0	
Growth API	809	803		806	828							
Base API	809	804		835	801							
Target	A	A										
Growth	0	-1										
Met Target	Yes	Yes										

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	21	25		12	14		27	34		7	8	
Growth API	817	776		766	760		764	783				
Base API	803	811		761	766		753	760				
Target												
Growth												
Met Target												

Conclusions based on this data:

1. The Hispanic subgroup alone is making adequate progress.
2. English Learners need more academic support.
3. Socioeconomically disadvantaged students are not meeting Growth API requirements even though there has been slow, steady growth over the last three years.

8.1.270

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	99		100	97		--			--		
Number At or Above Proficient	23	22		11	13		--			--		
Percent At or Above Proficient	48.9	43.1		50.0	52.0		--	--		--	--	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	No		--	--		--	--		--	--	

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	98		100	100	
Number At or Above Proficient	10	8		5	4		9	13		--		
Percent At or Above Proficient	47.6	32.0		41.7	28.6		33.3	38.2		--	--	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	--	--		--	--		--	--		--	--	

Conclusions based on this data:

1. White supgroup (52%) as compared to All Students (43.1%) seems to indicate a need for attention to subgroups with regard to percent proficient in ELA.
2. Hispanic learners are only doing marginally better than the English Language Learners which would indicate a need for stronger EL support for all Hispanic students in academic language.
3. Socioeconomically disadvantaged students' percent of proficient increased by five percentage points in one year. Continue this trend with academic support for struggling learners - especially early intervention for students who begin school already at risk for academic failure.

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School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	99		100	97		--			--		
Number At or Above Proficient	32	35		15	19		--			--		
Percent At or Above Proficient	68.1	68.6		68.2	76.0		--	--		--	--	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	Yes	Yes		--	--		--	--		--	--	

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	98		100	100	
Number At or Above Proficient	15	15		7	8		16	20		--		
Percent At or Above Proficient	71.4	60.0		58.3	57.1		59.3	58.8		--	--	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	--	--		--	--		--	--		--	--	

Conclusions based on this data:

1. All Students percent of proficient was higher in math than in ELA.
2. White students' percent proficient was 76% - 8 percent more than All Students and 20% more than English Learners. We need to teach math in more conceptual ways instead of language laden ways.
3. Hispanic and English Learners missed their AYP target by less than 1%.

8.1.272

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
1	1	20	1	20	2	40	1	20			5
2	1	20	1	20	2	40	1	20			5
3					******* *	***					*****
5	1	20	3	60	1	20					5
Total	3	19	5	31	6	38	2	13			16

Conclusions based on this data:

1.

8.1.273

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	12	13	16
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	12	13	16
Number Met	--	--	--
Percent Met	--	--	--
NCLB Target	56.0	57.5	59.0
Met Target	*	*	--

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	14	2	17	3	16	5
Number Met	--	--	--	--	--	--
Percent Met	--	--	--	--	--	--
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	*	*	*	*	--	--

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	--		
Met Percent Proficient or Above	--	--	
Mathematics			
Met Participation Rate	--		
Met Percent Proficient or Above	--	--	

Conclusions based on this data:

1.

8.1.274

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1.

8.1.275

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English Language Arts

LCAP GOAL:

All students will reach high standards in literacy (ELA)

LEA GOAL:

Develop and continually upgrade a well articulated K-12 academic program to include a plan for assisting preschool children in the successful transition to the schoolwide program

SCHOOL GOAL #1:

With regard to reading fluency, the percentage of students in need of intensive intervention will decrease as follows:

Data Used to Form this Goal:

DIBELS - Dynamic Indicators of Basic Early Literacy Skills
Beginning Benchmark in Fluency as compared to the National Norms

2013-2014		Actual % of Intensive Needs at End of Year
Beginning Kindergarten Intensive = 57%	Ending Goal = 25%	60
Beginning First Grade Intensive = 50%	Ending Goal = 20%	18
Beginning Second Grade Intensive = 83%	Ending Goal = 30%	45
Beginning Third Grade Intensive = 26%	Ending Goal = 10%	25
Beginning Fourth Grade Intensive = 40%	Ending Goal = 20%	50
Beginning Fifth Grade Intensive = 47%	Ending Goal = 20%	60

2014-2015 Percentage of students with Intensive Need in ELA
Beginning
K - 25
1 - 43
2 - 43
3 - 23
4 - 53
5 - 18

End of Year Goal

9LE'1'8

K - 15
1 - 25
2 - 25
3 - 15
4 - 40
5 - 10

Findings from the Analysis of this Data:

Students are entering school with little or no knowledge of alphabetic principles or early basic literacy skills. Early intervention will be critical in order to prepare kindergarten and first grade students for content in grades 2-5.

How the School will Evaluate the Progress of this Goal:

Theme tests, Chapter tests, CBM, CRLP (2nd and 3rd grades), Accelerated Reader assessment, ESGI, teacher
DIBELS fluency scores based on national standards; Progress Monitoring in reading fluency will occur on a regular basis for those students with intensive need for support.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of instruction with Common Core State Standards (CCSS) • Student materials aligned with content standards • All core instructional materials used in core instruction will be related to CCSS and adapted as needed • Supplementary materials purchased as needed • Benchmarks for achievement are developed to align with CCSS • Use of technology to engage students in regular core curriculum • Update library/computer lab • Accelerated Reader to progress monitor reading levels for all students, especially struggling learners.	2014-15	All Staff	Teachers align materials and learning objectives with CCSS in core instruction.			
			Duplication/paper	4000-4999: Books And Supplies	LCFF--Supplemental	600
			Supplemental materials to support English Learning			
			Technology/Student microphones for reading/recitation	4000-4999: Books And Supplies	LCFF--Supplemental	445
			Accelerated Reader contract with Renaissance Learning	4000-4999: Books And Supplies	Title I Part A: Allocation	1500

LLC 1 & 2

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Extended Leaning Time/Response to Intervention/Title I • All students in need of intensive support as per the nationally normed reading fluency benchmarks will receive small group instruction during school hours. • Houghton Mifflin support materials, as well as, SIPPS, Read Naturally, REWARDS, Reading Mastery and Accelerated Reader will be provided to students in need of intensive reading support. • DIBELS benchmark assessments and progress monitoring • PLC meetings between preschool and K teachers to discuss current and incoming students as a means of ensuring academic support	2014-15	All Staff	Instructional Aide	2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	22569
			Instructional Aide	2000-2999: Classified Personnel Salaries	LCFF–Supplemental	11256
			DIBELS	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Allocation	88
Staff development: • Staff will attend California Reading Association Conference October 18, 2014 • Staff will attend workshops and professional development through WPUSD as well as other opportunities as available.	2014-15	All Staff	Substitutes	1000-1999: Certificated Personnel Salaries	Title I Part A: Professional Development (PI Schools)	1309
			Workshops and Conferences outside the district PBIS/CRA	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Professional Development (PI Schools)	2500
			Supplementary materials as needed	4000-4999: Books And Supplies	LCFF–Supplemental	569

8LE'1'8

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
			Substitutes	1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	1000
Monitoring Program Implementation and Results: • Frequent and ongoing assessments • Data to be recorded in OARS Anecdotal observations: • ESGI Assessments for Kindergarten • The principal will monitor all programs and the collection of data. • Principal and teachers will work together to examine/analyze data and create solutions for students who continue to struggle. • PLC time, Staff Meetings and Early Release Days will be used in this endeavor. • Document Tracking System • Administration and staff will consistently review progress of new Kindergarten students as a means of monitoring as supporting progress	2014-15	All Staff	ESGI Site License	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	149
			SARC, SPSA and other required documents	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	345

LCAP 8

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Involvement of Parents/Community: • Sheridan Website • School Messenger • Lion's Club • Food Bank • Parent Involvement • PTC • SBLT • Community Volunteers Placer County Planning and Development Department • Performing Arts Program	2014-15	Lincoln/Sheridan Community/ Placer Food Bank	Parent Education and Involvement Book Fair Parent Night, PTC Events, Lion's Club Fundraising Dinner, Pioneer Day	4000-4999: Books And Supplies	Title I Part A: Parent Involvement	287
			Choral programs for winter and spring	4000-4999: Books And Supplies	LCFF–Supplemental	116
			Interpreter for parent /teacher conferences	2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	195

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Mathematics
LCAP GOAL:
All students will reach high standards in mathematics
LEA GOAL:
Develop and continually upgrade a well articulated K-12 academic program to include a plan for assisting preschool children in the successful transition to the schoolwide program
SCHOOL GOAL #2:
Students will show proficiency on benchmark tests in new CCSS aligned EnVision math program
Data Used to Form this Goal:
Sheridan School is part of a new district wide math program implementation. Many teachers throughout the district worked to evaluated and pilot several math programs which were aligned to the new Common Core Standards. Teachers will work in PLC's and collaborative groups to compare assessment data and make further plans for successful lessons in math.
Findings from the Analysis of this Data:
In addition to EnVision math assessments, students are also assessed using OARS assessments written by grade level colleagues, ESGI for kindergarten, and other teacher created skills based tests and quizzes. This math program is new and we only have a few formative assessments to analyze. Anecdotally, children are very engaged with the concept "games" embedded in the daily math practice.
How the School will Evaluate the Progress of this Goal:
Smarter Balanced Assessment feedback for the school year 2014-2015 results for 3-5th graders. Formative and summative assessments to evaluate student learning in all grades. In addition, teachers will work with the peer coach to do examine results and data and create lesson design which will meet the needs of students in the area of math.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staff development provided by district for new CCSS aligned Envision math program. Teachers will attend PLC's at other schools as well as working together	2014-15	All Staff	Pearson Trainers provided by district for implementation of math program			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
to implement the new math program. PLC meetings between preschool and Kindergarten teachers will be held on a consistent basis to discuss current and incoming students as a means of ensuring support Administration and staff will consistently review progress of Kindergarteners as means of monitoring and supporting them by specific need Peer Coach will work with teachers to examine assessment data, evaluated efficiency and efficacy of the EnVision Math Program, design lessons and accommodate for both combination classroom settings, learning styles and levels.			PLC Release Time each Monday at 1:15. Plan time with Peer coach to work with teachers @ no cost if principal covers classes to allow teachers to meet with peer coach.			

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Attendance
LCAP GOAL:
All students will feel supported at school and will receive instruction in a safe and well-maintained environment.
LEA GOAL:
Foster a safe, caring environment where individual differences are valued and respected
SCHOOL GOAL #3:
By June, 2014, Attendance at Sheridan Elementary School will increase by 1percent: 2012-2013 goal: .....95.63% result.....96.33 2013-2014 Target .....97.33% Actual .....96.03 2014-2015 Target.....97%
Data Used to Form this Goal:
Aeries Attendance Information
Findings from the Analysis of this Data:
Many struggling learners also have poor attendance or frequent tardies.
How the School will Evaluate the Progress of this Goal:
An increased percentage of attendance and promptness

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Use Aeries to track attendance	2014-2015	Secretary/Principal	Attendance will be monitored carefully and appropriate response made			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Increased educational opportunity: • Increased attendance WILL increase their educational opportunities	2014-2015	Students and Staff	Students will be in prompt attendance each school day			
Involvement of Parents/Community: • Principal will collaborate with parents, staff and District Office to ensure students are adhering to the attendance guidelines set forth by district policy • Attendance letters will be sent out on a regular basis • Perfect Attendance Awards - bikes?	2014-2015	Sheridan Community/Staff	Principal will communicate with families School Secretary will generate and send attendance letters Bikes will be donated by community organization Duplication costs/postage	4000-4999: Books And Supplies	LCFF–Supplemental	100
Program Implementation: • Administration and staff will review monthly ADA percentages provided by the distrcit to identify focus areas	2014 - 2015	All Staff	Monthly item on staff meeting agenda			

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English Language Learners

LCAP GOAL:

English Language Learners will learn at high levels in order to access all areas of the curriculum. ELL's should be reclassified as fluent English Speakers within five years.

LEA GOAL:

English Language Learners will learn at high levels. All ELL's will increase by one CELDT level for every year of attendance.

SCHOOL GOAL #4:

English Language Learners will learn at high levels and be able to access all areas of the curriculum. They will gain academic language through explicit first instruction. Our goal is to move all ELL's through the intermediate level by third grade so that in fourth grade and fifth grade, all students will assess in the early advanced or advanced quintiles. ELL's will all participate in RtI as an integral part of their school day in an effort to provide more experience and time with tacking "speech to print." Early Literacy Skills and Academic Vocabulary will be areas of focus for ELL's.

Data Used to Form this Goal:

A quarter of Sheridan families indicate their primary language as Spanish. CELDT Scores for 2012-13 compared to 2013-2014.

2012-2013					2013-2014				
adv	early adv	int	early int	beg	adv	early adv	int	early int	beg
1	3	4	1	0	3	5	5	2	0
11%	33%	44%	11%		20%	33%	33%	13%	

Findings from the Analysis of this Data:

With small numbers, it is difficult to extrapolate meaning from the data. Our goal is to move students beyond the intermediate range where they often plateau. This quintile shows a decrease in the percentage of students who assessed at the intermediate level. It also appears that we doubled the percentage of students who scored in the advanced quintile.

How the School will Evaluate the Progress of this Goal:

We will continue to monitor CELDT scores as well as ongoing progress monitoring with CBM assessments.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
ELL students will be served in a small group setting for at least 30 minutes	2014-2015	Principal and Instructional Aide	See Instructional Aide expenditure in ELA goal.			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
per day three times per week. Small group instruction will take place in English with Spanish supports and scaffolding, increasing ability in both languages as a secondary goal. The small group work is integral to the day and will focus on ELA goals as well. Students will be montitored using DIBELS to assess early literacy skills in English. Spanish speaking students also have access to math and ELA materials in Spanish which can be used as a parent involvement piece - to inform non-English speaking parents of curricula in the classroom.		Classroom Teachers	District provided			

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Parent Involvement
LCAP GOAL:
Provide meaningful engagement with parents, pupils, and other stakeholders.
LEA GOAL:
WPUSD will have clear communication with parents and community members that is regular and consistent to enhance district programs and student learning.
SCHOOL GOAL #5:
Sheridan School will inform and engage parents in meaningful ways in order to enhance student learning.
Data Used to Form this Goal:
Parent surveys need to be established in order to quantify data. We receive feedback and information informally from parents and Site Based Leadership Team (SBLT.)
Findings from the Analysis of this Data:
Parents at Sheridan School communicate and provide feedback to teachers and staff.
How the School will Evaluate the Progress of this Goal:
When we establish a parent survey through the SBLT, we will be able to address parent suggestions and concerns.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Site Based Leadership Team: Our team includes two teachers, five parents, and the principal who are actively involved in decision making regarding student programs. SBLT shall create and distribute a parent survey to solicit more accurate feedback about specific programs, needs, and concerns.	2014-2015	Site Based Leadership Team	Printing costs listed separately			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Parent Events Include: Back to School Night Scholastic Book Fairs Open House Lion's Club Spaghetti Dinner Fundraiser Santa Sing Along Christmas Performing Arts Program Halloween Parade Monthly Assemblies AR Awards (Rotary Club Bicycle) Placer Food Bank Event	2014-2015	Parents, Pupils, Staff	Pizza Dinner for families who attend	5000-5999: Services And Other Operating Expenditures	LCFF--Supplemental	200
All communication from school to home is regular and consistent. Newsletters and student handbook are translated into Spanish for our Spanish speaking parents.	2014-2015	Secretary, Principal	See copy costs*			
Interpreters are available at many points of interaction. Spanish families have an interpreter for parent teacher conferences, Student Study Team meetings, IEP's, awards assemblies, and various other meetings. This may be a paid interpreter, or more informally, our instructional aide who is bilingual.	2014-2015	Secretary, Principal, Instructional Aide	Cost of Interpreter	5000-5999: Services And Other Operating Expenditures	LCFF--Supplemental	207

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #4

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #4:
All English learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The District EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal District EL Intervention Specialist	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	762

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
2000-2999: Classified Personnel Salaries	LCFF–Supplemental	11,256.00
4000-4999: Books And Supplies	LCFF–Supplemental	1,830.00
5000-5999: Services And Other Operating	LCFF–Supplemental	407.00
5800: Professional/Consulting Services And	LCFF–Supplemental	494.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Allocation	1,000.00
2000-2999: Classified Personnel Salaries	Title I Part A: Allocation	22,764.00
4000-4999: Books And Supplies	Title I Part A: Allocation	1,500.00
5800: Professional/Consulting Services And	Title I Part A: Allocation	88.00
4000-4999: Books And Supplies	Title I Part A: Parent Involvement	287.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Professional Development (PI	1,309.00
5800: Professional/Consulting Services And	Title I Part A: Professional Development (PI	2,500.00

8.1.290

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
LCFF–Supplemental	13,987.00
Title I Part A: Allocation	25,352.00
Title I Part A: Parent Involvement	287.00
Title I Part A: Professional Development (PI Schools)	3,809.00

8.1.291

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	2,309.00
2000-2999: Classified Personnel Salaries	34,020.00
4000-4999: Books And Supplies	3,617.00
5000-5999: Services And Other Operating Expenditures	407.00
5800: Professional/Consulting Services And Operating	3,082.00

8.1.292

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	42,928.00
Goal 3	100.00
Goal 5	407.00

8.1.293

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Melissa Willes	[X]	[ ]	[ ]	[ ]	[ ]
Laurel Etchepare	[ ]	[X]	[ ]	[ ]	[ ]
Karen Roberts	[ ]	[ ]	[X]	[ ]	[ ]
Gaby Sisk	[ ]	[X]	[ ]	[ ]	[ ]
Amy Kuehl	[ ]	[ ]	[ ]	[X]	[ ]
Dawn Evans	[ ]	[ ]	[ ]	[X]	[ ]
Amy Crabtree	[ ]	[ ]	[ ]	[X]	[ ]
Mr. Muy	[ ]	[ ]	[ ]	[X]	[ ]
Heather Griffith	[ ]	[ ]	[ ]	[X]	[ ]
Numbers of members of each category:	1	1	1	3	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

8.1.294

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (Check **those that apply):**

[ ]	State Compensatory Education Advisory Committee	Signature
[ ]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[ ]	Other committees established by the school or district (list):	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on October 29, 2012.

Attested:

Melissa Willes	Melissa Willes	10/31/14
Typed Name of School Principal	Signature of School Principal	Date
Amy Kuehl	Amy K Kuehl	10/29/14
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

8.1.295

The Single Plan for Student Achievement

School:	Twelve Bridges Elementary School
CDS Code:	94-1599904
District:	Western Placer Unified School District
Principal:	Rey Cubias
Revision Date:	October 31, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Rey Cubias
Position:	Principal
Phone Number:	(916) 434-5220
Address:	2450 Eastridge Drive Lincoln, CA 95648
E-mail Address:	rcubias@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on November 18, 2014.

8.1.296

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School Vision and Mission

Twelve Bridges Elementary School's Vision and Mission Statements
Mission Statement:

"Our mission is to develop lifelong learners by providing a comprehensive education for every student which fosters high academic achievement, positive self-worth, and responsible citizenship in an environment of mutual respect, trust, and cooperation among students, staff, and parents."

Vision Statements:

In order to fulfill our fundamental purpose of developing lifelong learners, we are dedicated to creating a school in which...

1. Every teacher, parent, and student is clear on the expectations, academic objectives, and standards for student behavior.

2. Staff, parents, and students engage in consistent, clear, and concise communication.

3. There is a climate of high expectations for success for all students, and staff members communicate their high expectations to students, parents, and one another.

4.The learning of each student is monitored in a timely manner using data whenever appropriate. The school has structures in place to ensure that the unique learning needs of all students are met.

5. We are a collaborative community where all students are "our" students. Staff members work interdependently to better meet the needs of all students and analyze and improve their professional practice.

6. High expectations of teachers and staff are supported through ongoing, job-embedded learning and professional development.

7. We have a positive, fun, and supportive school climate that promotes community and a love for learning in a physically and emotionally safe environment for students, families, and staff members alike.

8. Structures are in place to promote widely dispersed leadership throughout the school.

School Profile

Twelve Bridges Elementary School (TBES) is a special place where students and parents are valued and treated with respect. Our ultimate goal is to collaboratively create an educational atmosphere that is safe and enriching for all students. The school is located in the Western Placer Unified School District in the community of Twelve Bridges and the city of Lincoln. The school serves preschool through fifth grade with a current enrollment of approximately 682 students.

Parents play a vital role at TBES with their active participation and involvement in the School Site Council (SSC), the Parent Teacher Club (PTC), annual events and volunteering at the school and in the classrooms. Activities include but are not limited to an annual FUN RUN, a Harvest Festival, Dinner Nights at local restaurants, an annual Book Fair, school assemblies, a Daddy-Daughter Dance, Evening performances and a Dads of Great Students (DOGS) volunteer program.

Students are provided with a Common Core curriculum, which has been designed to help each student achieve the best results possible. Students are challenged and inspired to reach their potential through meaningful and engaging lessons and activities. Students are given the opportunity to learn through cross-curricular and hands-on activities involving garden plots, outdoor learning centers, and technology.

Some additional opportunities available include:
*Science curriculum taught by a science specialist
*Large greenhouse regularly utilized by students
*Orchard, planted and maintained by students

*School-wide music program taught by a music specialist
*After-school band and choir program for upper grades
*Tiger Crew student leadership program for 4-5 students
*Monday early release enrichment classes: STEM, musical theater, art, cooking, K-Kids (Kiwanis-led service club)
*Comprehensive art program taught by teachers and parent volunteers
*Fully stocked Art Room, equipped with a kiln
*Computer Lab, a mobile i-pad lab, and five mobile Chromebook labs
*Robotics taught during science time for grades 3-5
*"R.O.A.R." rules founded on PBIS (Building Effective Schools Together and Positive Behavior Intervention Supports), Love & Logic, and The Nurtured Heart Approach embedded school-wide;
*Physical education opportunities including a circuit training center

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The majority of parents support the school climate and believe the learning environment to be positive with staff who care about student success in all areas and have high expectations for all students to achieve their highest potential. A Parent Survey was completed during the 2013-14 year that corroborates those findings. Another survey will be conducted in January of 2015.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Both formal and informal observations are conducted throughout the year by the school administrator. Teacher are observed engaging students in a consistent implementation of the state and district adopted curriculum. Teachers are formally evaluated every other year and new teachers have formal observations at least twice a year. Formative observations are conducted through frequent informal visits.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   At the start of each year, teachers review student performance on required state and local assessments to evaluate the effectiveness of the instructional program, make adjustments, and establish new SMART goals for the coming year. Through a review of this data in conjunction with our school mission/vision, staff identify areas of need to be addressed.

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2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Staff meet weekly in professional learning communities (PLC's) to set short-term and long-term goals, develop common formative assessments, review student performance data, and implement intervention strategies and best practices to ensure that students are reaching proficiency at their current grade level.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

All staff are highly qualified and are provided with staff development opportunities at staff meetings and through county and district professional development programs.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

All teachers have appropriate credentials and have access to the core curriculum. The curriculum is aligned with district pacing guides and content standards.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

All staff development is designed to support the district's annual goals, the school site's annual goals and the assessed needs of students. Specific professional development activities are currently focusing on the California Common Core Standards (CCSS) as well as:

- Pearson Envisions Math in-services held by the WPUSD
- Standardized SBAC testing in-services held by the WPUSD
- WPUSD regularly does a staff survey assessing professional development needs
- CTAP aligned to teaching standards
- Focus on staff being trained on the components of a Professional Learning Community, GATE, Visible Learning, PBIS, and ELL training.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Peer coaching as indicated in the 2014-15 Western Placer Unified School District Staff Development Plan are available for professional development in support of district and site goals.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

All teachers participate in Professional Learning Communities weekly during early release days to develop and implement and monitor yearly SMART goals. Informal collaboration occurs daily to assess and monitor student success.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

All subject areas, assessments, report cards, and testing have been aligned with the California Common Core State Standards. District adopted curriculum is used in language arts, math, science, social studies, music, visual arts, PE, and handwriting. Teachers use supplemental materials to target instruction and ensure that all students are meeting grade level expectations.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Teachers develop weekly lesson plans that reflect the recommended minutes of instruction in each of the core curricular areas. In addition, time is set aside to address enrichment opportunities. Specific instructional minutes include a minimum of 2.5

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hours/daily for grades 1-3, and 2 hours/daily for grades 4/5 in English Language Arts as well as a minimum of 1 hour daily in mathematics instruction for grades 1-5.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Grade level representatives meet at the district level to collaboratively develop pacing guides and common assessments that assist teachers with the implementation of the instructional scope and sequence in core curricular areas. Time is also scheduled into the school day for targeted intervention for individuals and small groups identified through PLC meetings.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

- The WPUSD Board of Trustees has an annual resolution to adopt the instructional materials available to students at TBES
- Tests available through WPUSD for all K-5 students
- Supplemental materials supplied through the School Site Council and PTC funds
- In ELA the Houghton-Mifflin district-adopted curriculum provides supplementary materials to address all learning levels.
- Language arts texts have re-teaching books.
- In mathematics, the district-adopted Pearson "Envisions" program provides supplementary materials to address all learning levels.
- Supplemental software is available to assess comprehension (Lexia & Renaissance Learning)
- For students identified as significantly below grade level, materials are provided to address their specific needs
- All classes have grade level appropriate music materials/instruction

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All materials adopted and used by district teacher meet the requirements of the California Department of Education.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Services provided by the regular program that enable underperforming students to meet standards include:

- Parent/community volunteers (SCHOOLS program) assisting students in class
- One-to-one remedial time with team teacher and district paid aide in kindergarten
- Language arts remedial lessons and ELD lessons; Lexia reading intervention program
- Newsletter communication to parents addressing their important role with children re: good nutrition, proper sleep, and consistent help with school work
- Possible retention notices that list school staff and parent actions for student progress
- Teachers cover all content standards in each grade level
- Cross age tutors – study buddies – with older students helping younger students
- Decodable leveled books used to assist students
- WPUSD supplied CBM testing to assist with determining student academic needs
- Supplemental materials and strategies shared among staff to assist lower performing students
- Student Success Team (SST) meetings held, as per need, to assist students/parents with ideas and guidelines for assistance at home and at school
- Special Education Individualized Educational Plans (IEP) developed for determining educational goals for
- Students in speech and resource (RSP).
- Pre-teach and reteach opportunities
- School-based Special Day Class Program
- District paid aide for one hour each day in kindergarten
- A Behavior Class to address the needs of students needing behavioral support

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14. Research-based educational practices to raise student achievement

During PLC meetings staff review the core curriculum as outlined in district pacing guides and review common assessments. In addition, the PLC teams review the need for additional intervention time for students needing additional support.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Many resources are utilized from families, the school, district and community to assist under-achieving students. These services include but are not limited to:

- STAR Before and After School Program from 6:00 a.m. -6:00 p.m. for student academic, recreational, and enrichment activities
- Lighthouse Resource Center services for family, parent, student counseling and guidance services
- SST meetings to assess and assist student needs with faculty/parent input
- Ongoing parent communication via phone calls, emails and Parent/teacher conferences with minimum days set for this communication
- County courses available
- WPUSD in-services available
- Special Education RSP & Speech
- Assemblies focused on educational and character trait development (PBIS)
- Enrichment field trips
- Teacher notes/communication systems re: student progress/concerns with parent response expected
- Parent volunteers in classrooms
- Instructional assistants for academics in RSP
- After-school tutoring
- Approximately 160+ minutes of prep time for each teacher for planning time to assist students in various ways,
- Community sports programs (soccer, football, baseball, basketball)
- Child Protective Services assistance as needed
- Library time scheduled for all students weekly

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

N/A

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Categorical funding available to enable underperforming students to meet goals including:

- supplemental materials, as requested and funds available, for staff to assist student needs
- Special education funds assist with RSP, Speech, Psychologist personnel
- Team (SST) meetings with parents to assist students with academics, social, behavioral, and emotional issues
- Assistance with paper supplies and copier costs to assist staff/students with extra materials needed
- Lexia and Accelerated Reader program to assess reading skills development & reading comprehension to motivate students to read
- Individualized Educational Plans (IEP) developed for determining educational goals for students in special education
- After school tutoring for grades 2-5 in reading or math
- Intervention for kindergarten and first grade during the school day

18. Fiscal support (EPC)

TBES receives general LCFF supplemental funds and lottery funds from WPUSD . In addition, the PTC provides funding to support enrichment activities and general classroom needs of all classes.

Description of Barriers and Related School Goals

Barriers to school related goals are the reduction in state funding for schools to support the learning needs of all students. Need for a adoption of new Common Core aligned curriculum in language arts. Time to continue the process of converting standards over to new Common Core expectations.

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School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	452	481		327	361		10	13		30	32	
Growth API	882	861		895	871			748		906	890	
Base API	863	882		875	896		732			892	906	
Target	A	A		A	A							
Growth	19	-21		20	-25							
Met Target	Yes	Yes		Yes	Yes							

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	60	50		22	18		37	48		62	76	
Growth API	829	821		794	787		780	802		709	676	
Base API	794	827		771	794		739	778		692	708	
Target												
Growth												
Met Target												

Conclusions based on this data:

1. In 2012-13, the last time a standardized test was administered, data showed a drop of 21 points as a school and a drop across sub groups; current scores are comparable to 2011. This drop was also common district-wide. Possible reasons could be the emphasis placed on Common Core development and the gradual movement away from CST focused instruction.
2. In 2012-13, the last time a standardized test was administered, the scores for socio-economically disadvantaged students increased for a third consecutive year. Some of this can be attributed to targeted after school tutoring provided for the lowest-performing students at each grade level.
3. Due to past findings and the lack of new data, early intervention programs such as Lexia Reading have been purchased to provide relevant intervention data and intervention support for struggling readers. Paid and volunteer tutors have also been retained to provide 1-1 and small group support.

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School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	334	341		250	267		--	6		23	24	
Percent At or Above Proficient	73.9	70.9		76.5	74.0		--	46.2		76.7	75.0	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	Yes	No		Yes	No		--	--		--	--	

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	40	30		10	12		21	31		29	26	
Percent At or Above Proficient	66.7	60.0		45.5	66.7		56.8	64.6		46.8	34.2	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	--	--		--	--		--	--		--	--	

Conclusions based on this data:

1. In 2012-13, the last time a standardized test was administered, 70.9% of the students school-wide scored proficient or above in English/Language Arts. This is a slight decrease from 2102. Teachers at the primary levels are working with diagnostic reading assessments to place their students in leveled reading groups during specific reading intervention or enrichment periods to ensure appropriate, individualized reading support for every student.
2. In 2012-13, the last time a standardized test was administered, the percent of English learners scoring at or above proficient in English-Language Arts increased significantly over the past three years from 57.1% to 66.7%. This increase is only a few percentage points below the whole school percentage.
3. In 2012-13, the last time a standardized test was administered, socio-economically disadvantaged students scoring at or above proficient also increased dramatically over the same period from 45.7% to 65.4%. New test data will become available this year based on the new SBAC testing format.

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School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	347	344		256	267		--	4		28	26	
Percent At or Above Proficient	76.8	71.5		78.3	74.0		--	30.8		93.3	81.3	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	Yes	No		Yes	No		--	--		--	--	

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	100		100	100		100	100		100	100	
Number At or Above Proficient	39	31		16	9		18	27		28	28	
Percent At or Above Proficient	65.0	62.0		72.7	50.0		48.6	56.3		45.2	36.8	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	--	--		--	--		--	--		--	--	

Conclusions based on this data:

1. In 2012-13, the last time a standardized test was administered, the overall proficiency rate in math remained strong at 71.5%, yet it does also represent a a dip in proficiency compared to previous years. This dip was evidenced school-wide with the exception of the socio-economically disadvantaged subgroup which had an almost 10 point increase from the previous year.
2. In 2012-13, the last time a standardized test was administered, the dip was not only been observed at Twelve Bridges Elementary, but district-wide, as math instruction and standards continue to transition and evolve to meet the new Common Core standards.

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School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
1	2	40			1	20	2	40			5
2			2	50	1	25	1	25			4
3			******* *	***					****** **	***	********
4					3	60			2	40	5
5					******* *	***			****** **	***	********
Total	2	11	3	17	6	33	3	17	4	22	18

Conclusions based on this data:

1. Twelve Bridges has a very small population of students needing to receive CELDT testing. In 2013-14, of the twenty students, thirteen were early advanced/advanced.
2. In 2013-14, the number of level 1 or 2 CELDT students was only four which allowed us to track and intervene on an individual.

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School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	19	17	18
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	19	17	18
Number Met	--	--	--
Percent Met	--	--	--
NCLB Target	56.0	57.5	59.0
Met Target	*	*	--

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	18	5	20	3	22	2
Number Met	--	--	--	--	--	--
Percent Met	--	--	--	--	--	--
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	*	*	*	*	--	--

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	--	--	
Met Percent Proficient or Above	--	--	
Mathematics			
Met Participation Rate	--	--	
Met Percent Proficient or Above	--	--	

Conclusions based on this data:

1. In 2012-13, the last time a standardized test was administered, twenty students out of twenty three had been receiving EL instruction for less than five years. Even with such a high number, as a subgroup they were still able to perform very close to the school-wide average for LA (66.7% - 70.3%). It was also a significant increase over a three year period.
2. In 2012-13, the last time a standardized test was administered, mathematically, the proficiency scores dropped from the previous year down to 50%. That drop, however, coincides with a school-wide and district-wide drop in overall math proficiency.

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School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1.

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Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Achievement in Meeting Academic Standards
LCAP GOAL:
LCAP goal 1, 2, & 4.
LEA GOAL:
LEAP goals 1 & 5.
SCHOOL GOAL #1:
All students will reach high standards in Literacy (ELA), Mathematics, and Science.
Data Used to Form this Goal:
Due to new SBAC testing, a baseline will be established this year.
Findings from the Analysis of this Data:
Not applicable this year, as no SBAC scores were provided to students.
How the School will Evaluate the Progress of this Goal:
SBAC and CST scores.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Improvement of instructional strategies and materials: • Educational Software for Guiding Instruction (ESGI) • Language Arts Supplemental Materials (CC aligned formative assessments, Quick Words Handbook) • RenLearn (STAR Reading, Accelerated Reader, Math Facts in a Flash)	2014-2015 School Year	TK and Kinder Teachers/On-going Teachers/Fall Teachers/On-going	Software Cost/Site License (TK and Kinder) Materials (Grades 1-3)	5800: Professional/Consulting Services And Operating Expenditures 4000-4999: Books And Supplies	LCFF–Supplemental LCFF–Supplemental	875 150

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
• Lexia (Reading intervention program) Increased Educational Opportunity/Extended learning time: • BrainPop • Enrichment for students (GATE)			RenLearnSoftware Cost/Site License (K-5) School Supplies	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	4815
			BrainPop Software Cost/Site (4-5)	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	205
			Lexia software Cost/Site License (K-5)	5800: Professional/Consulting Services And Operating Expenditures	Parent-Teacher Association (PTA)	6000
			Materials (Robotics - Legos)	4000-4999: Books And Supplies	LCFF–Supplemental	500
Increased educational opportunity/Extended learning time: • After school reading and math tutoring for grades 2-5	2014-2015 School Year	Teachers/On-going	Teacher pay at $35/hour not to exceed two hours per week; two teachers. Cost covered by PTC.	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	692
Staff development and professional collaboration: • Staff trainings and workshops to increase knowledge base related to Common Core Standards, Differentiating Instruction, Effective First Instruction, and/or Writing	2014-2015 School Year	Teachers/As Appropriate	Registration and Sub Costs	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	1,500
Involvement of staff, parents, and community: • Canyon Creek (On-line conference scheduler) • Homework Folders • Student Planners	2014-2015 School Year	Teachers/End of Trimester Teachers/Fall Teachers/Fall	Website Fee	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	275

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
• Jupiter Grading Program			Cost of folders	4000-4999: Books And Supplies	LCFF–Supplemental	250
			Cost of planners (Grades 4 and 5)	4000-4999: Books And Supplies	LCFF–Supplemental	200
			Jupiter Grading Program Cost/Site License (4-5)	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	350
Monitoring program implementation and results: • Use of OARS and ESGI as assessment tools • Use of Collaboration Time for teachers to share data and plan	2014-2015 School Year	Teachers and Principal/On-going	No cost associated			

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Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: EL Achievement on CELDT
LCAP GOAL:
LCAP goal 1, 2, & 4. LCAP priority areas 2, 4, 5, & 7.
LEA GOAL:
LEAP goal 1, 2, & 5.
SCHOOL GOAL #2:
All English Learners will progress one language level as measured by CELDT.
Data Used to Form this Goal:
CELDT data.
Findings from the Analysis of this Data:
We will be able measure progress of our ELL students and determine areas of weakness in our ELL plan.
How the School will Evaluate the Progress of this Goal:
We will more closely track the progress of our ELL's and provide more targeted support and interventions as needed.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Monitor progress of our ELL students and provide more targeted, differentiated instruction.	Ongoing	Site administrator, intervention teacher, and intervention team.	Professional development Small group or 1-1 intervention time	5800: Professional/Consulting Services And Operating Expenditures	LCFF--Supplemental	1000

8,313

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
			After school tutoring		Parent Teacher Association/Parent Faculty Club (PTA/PFC)	
			Educational materials	4000-4999: Books And Supplies		500

H13-1, 2

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: School Climate
LCAP GOAL:
(Aligns with LEAP Goal 4; LCAP Goal 5; and LCAP Priority Area 1,5, & 6)
LEA GOAL:
LEAP Goal 4
SCHOOL GOAL #3:
School-Wide Attendance: Increase average annual attendance rate from 95.95% to 96.87% for the 2014-2015 school year.
Data Used to Form this Goal:
Attendance data from the 2013-2014 school year.
Findings from the Analysis of this Data:
Overall attendance is good; however improvements could be made by evaluating monthly attendance records for attendance of students on inter and intra-district transfer agreements, unexcused absences, and vacation/travel.
How the School will Evaluate the Progress of this Goal:
Tracking of students on inter and intra-district transfer agreements, unexcused absences, and vacation/travel. Sending out attendance letters to students who are habitually late and receiving unexcused absences.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
• Truancy letters sent to children with unexcused absences, arriving late and taking vacations during school times. • Trimester Recognition for Perfect Attendance • Yearly Recognition for Perfect Attendance • Professional development for school attendance clerk	2014-1015 School Year	Attendance Clerk/ Principal	Certificates, Pins, and Medals Professional development for attendance clerk.	4000-4999: Books And Supplies	LCFF–Supplemental	500

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

8.1.3.16

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: School Climate
LCAP GOAL:
(Aligns with LEAP Goal 4; LCAP Goal 5; and LCAP Priority Area 1,5, & 6)
LEA GOAL:
LEAP Goal 4
SCHOOL GOAL #4:
All students will feel supported at school and will receive instruction in a safe and well-maintained environment. The goal is to establish a clear, data-driven behavior and discipline tracking system based on PBIS and SWIS data-tracking. Baseline data will be established this year for future goal adjustment.
Data Used to Form this Goal:
Aeries discipline data.
Findings from the Analysis of this Data:
Accurate, useful discipline data was not truly available in years past. Baseline data will be established this year for future goal adjustment.
How the School will Evaluate the Progress of this Goal:
SWIS data results will determine effectiveness of goal.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
On-going PBIS Training	On-going	TBES PBIS Team	Completion of the Tier II training	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	3000
Purchase materials and supplies necessary to teach and promote PBIS school "ROAR" rules for students, staff, and families.	Beginning of the year and then on-going.	TBES PBIS Team	Materials & supplies	4000-4999: Books And Supplies		1000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Positive behavior/character education assemblies	14-15 school year.	TBES PBIS Team	Assemblies	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	3000
End of Year "Positive Behavior" Celebration	June, 2015	TBES PBIS Team	Carnival	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	2004

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #2:
All English learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The District EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal District EL Intervention Specialist	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	237

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	692.00
4000-4999: Books And Supplies	LCFF–Supplemental	1,600.00
5000-5999: Services And Other Operating	LCFF–Supplemental	5,004.00
5800: Professional/Consulting Services And	LCFF–Supplemental	12,020.00
5800: Professional/Consulting Services And	Parent-Teacher Association (PTA)	6,000.00

8.1.320

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
LCFF–Supplemental	19,316.00
Parent-Teacher Association (PTA)	6,000.00

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Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	692.00
4000-4999: Books And Supplies	1,600.00
5000-5999: Services And Other Operating Expenditures	5,004.00
5800: Professional/Consulting Services And Operating	18,020.00

8.1.322

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	15,812.00
Goal 2	1,000.00
Goal 3	500.00
Goal 4	8,004.00

8.1.323

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Rey Cubias	[X]	[ ]	[ ]	[ ]	[ ]
Jamie Mandel	[ ]	[X]	[ ]	[ ]	[ ]
Tom Toy	[ ]	[X]	[ ]	[ ]	[ ]
Shavaun Davies	[ ]	[X]	[ ]	[ ]	[ ]
Jeanine Troxell	[ ]	[ ]	[X]	[ ]	[ ]
Kathleen Cummings	[ ]	[ ]	[ ]	[X]	[ ]
Raechele McNeel-Caird	[ ]	[ ]	[ ]	[X]	[ ]
Michelle Golden	[ ]	[ ]	[ ]	[X]	[ ]
Ana Stevenson	[ ]	[ ]	[ ]	[X]	[ ]
	[ ]	[ ]	[ ]	[X]	[ ]
Numbers of members of each category:	1	3	1	5	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

[ ]	State Compensatory Education Advisory Committee	Signature
[ ]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[ ]	Other committees established by the school or district (list):	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on October 25, 2012.

Attested:

Rey Cubias	R Q L	10/30/14
Typed Name of School Principal	Signature of School Principal	Date
Kathleen Cummings	Kathleen Cummings	10/30/14
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

8.1.325

The Single Plan for Student Achievement

School:	Twelve Bridges Middle School
CDS Code:	31669510111385
District:	Western Placer Unified School District
Principal:	Daniela Thompson
Revision Date:	October 31, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Daniela Thompson
Position:	Principal
Phone Number:	(916) 434-5270
Address:	770 Westview Drive Lincoln, CA 95648
E-mail Address:	dthompson@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on November 18, 2014.

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School Vision and Mission

Twelve Bridges Middle School's Vision and Mission Statements
Vision: To create a respectful, success-oriented, cooperative community that challenges all students to develop a curiosity for learning and to pursue academic excellence.

Mission: The staff at Twelve Bridges Middle School, in cooperation with the students, parents, and community, will provide students with a safe and supportive learning environment in which to foster a culture of academic excellence and discipline in addition to life-long learning. Our goal is for our students to not only become responsible and well-rounded individuals, but also to become better citizens.

Middle school serves as a bridge between a more sheltered elementary experience and the more independent high school years and is a time of transition for students and families. Students at Twelve Bridges have the support of their grade-level team, teachers, and administrative staff. Students are exploring a more challenging academic environment while at the same time, they are experiencing rapid personal, physical and emotional growth. It is our intention to challenge students academically, in a safe environment while providing them with appropriate support, and to be available to families with concerns, questions or needs during this transitional phase of their students.

School Profile

Twelve Bridges Middle School (TBMS) is one of two middle schools in Western Placer Unified School District, serving 805 sixth through eighth grade students. TBMS represents major suburban developments as well as rural areas. Our student body and families, therefore, are rich in diversity, representing both farming and non-farming families: 1.5% American Indian/Alaskan Native; 5.0% Asian; 0.2% Pacific Islander; 4.3% Filipino; 18.1% Hispanic; 2.0% African American; 65.8% Caucasian; and 3.0% Multiple Races.

Facilities:
Twelve Bridges Middle School opened in Fall, 2006. The "spiral" design includes common areas of administration, library, drop-in computer lab, and multipurpose room. There is a central quad area which radiates out to three succinct clusters: one for each grade sixth, seventh, and eighth. Each of the clusters is flanked by two classroom buildings, with several classrooms paired for shared student computer space between them. At the ends of the seventh and eighth grade cluster is a science lab building, complete with student laboratory stations, space for lecture and demonstration, safety equipment and teacher preparation and storage areas. Separate grade-level student bathrooms are available in each quad area. An elective building and a gymnasium are near the multipurpose room. The elective building has a fully equipped art room including a kiln and an art courtyard. The gymnasium includes boys' and girls' locker rooms, plenty of storage and a full gym area with bleachers for athletics. The multipurpose room houses a full kitchen, an Associated Student Body (ASB) area, a small community kitchen, a large floor space with retractable cafeteria tables, a stage and a full music classroom, complete with practice rooms and an office. The facility is state-of-the-art and equipped with technological support. The school has been built for growth and could accommodate approximately 1000 students.

Leadership:
Daniela Thompson became the third principal at Twelve Bridges Middle School in 2013. Mrs. Thompson has a Masters of Education Degree in Curriculum and Instruction, a Bachelor of Science in Arts and Letters with an English Minor, a Clear Administrative Credential, and a Clear Multiple Subject Teaching Credential with an English Authorization. Prior to TBMS, Mrs. Thompson was the Principal at Twelve Bridges Elementary, Assistant Principal at Glen Edwards, and was a classroom teacher at both the elementary and middle school levels for eleven years.

Randy Woods has been the Assistant Principal at TBMS since the school opened in 2006. Mr. Woods has a Masters of Education Degree, a Bachelor of Science in Mathematics, a Clear Administrative Credential and a Clear Single Subject Credential in Mathematics. Prior to TBMS, Mr. Woods was a math instructor at Glen Edwards Middle School.

Other Leadership Roles:

- School Site Council: Comprised of parents, students, certificated teacher, classified staff, and administration. Purpose is to review school goals, develop the Single Plan for Student Achievement, Site Safety Plan, and the School Accountability Report Card.

- Leadership Team: Comprised of Curriculum Lead Teachers (math, science, english, and history), Site Tech Trainer, Leadership/Activities Director, PE teacher, site secretary, assistant principal, and principal. Monthly meetings address site level assessments, progress in professional learning communities, curriculum, learning climate, and school procedures.
- Special Education Team: Comprised of two part time school psychologists, two resource specialists, two part time speech therapists, four special day class teachers (Independent Learning Skills, Behavior, and Non-Categorical), and administration, which meets as needed to address the needs and concerns of special needs students.
- Student Success Team Meetings: Comprised of parent(s), teacher, administration, and other support staff as appropriate, to address academic/social/emotional concerns of students, as needed.
- Professional Learning Communities: Teachers meet in content area and grade level teams as a Professional Learning Community every Monday to evaluate student performance and develop strategic plans based on data to address the academic and social needs of their students, which may include intervention or enrichment. PLCs are lead by Curriculum Leads, which are classroom teachers.
- Teachers also choose to be involved in district wide committees such as Technology, Special Ed/General Ed Work Group, and curriculum work related to the Common Core State Standards. They also participate in professional development opportunities which have focused on: Professional Learning Communities, Common Core Standards, Technology, Writing, GLAD, GATE, and Differentiation.
- Associated Student Body: Leadership is a class offered to students in grades 6-8, which is lead by a teacher. The Student Council makes decisions and plans for school events such as Red Ribbon Week, Veteran's Day Assembly, Dances, Spirit Days, and other school events.

Instruction:
Sixth grade students are assigned to a team of teachers for most of their day for instruction in the core areas of language arts, math, social science and science. The team concept in the 6th grade helps with the transition from a single class K-5 environment to a more involved 6-8 curriculum. Students in the 7th and 8th grade have a more traditional period schedule to help prepare them for a high school environment. Students also have an Enrichment class such as: Astronomy, Art, Digital Art, Music Appreciation, Choir, Band, Drama, Leadership, Forensics, Robotics, Yearbook, or Teaching Assistant. In addition, all students also have a Physical Education class.

Students are provided with a standards-based curriculum, which has been designed to help each student achieve the best results possible. Students with special needs are served through a variety of programs such as: Gifted and Talented, Resource, Special Day Class, or Speech. Students that need additional help in language arts or math may be placed in a support class specifically for those subjects.

The GATE (Gifted and Talented Education) program currently focuses on GATE/High Achiever (HA) cluster classes in math and language arts. Parents choosing this option have the benefit of having their children clustered with other GATE-identified students for academic challenges and social/emotional support, including Advanced Math in grades 6, 7, and 8 and Honors English in grades 7 and 8.

The RSP (Resource Specialist Program) and SDC (Special Day Class) programs offer service to students on Individual Education Plans (IEP's). The RSP program typically offers language arts and/or math classes to identified students requiring a modified curriculum and specialized services with accommodations to meet their learning needs. The SDC program offers a learning environment to students who need more than 50% of their day in a specialized program, and generally offers math, language arts, social science and science classes.

Student progress toward academic goals continually updated on Teacher Ease, a program that parents can access on line. Report cards are mailed home at the end of each trimester. Parent conferences are offered after the first six weeks of school, at the end of first trimester, and periodically at teacher or parent request. Six teachers are piloting Schoology, a Learning Management System, which may be utilized for all secondary schools for the 2014-15 school year.

Programs and Practices:
Twelve Bridges Middle School promotes a positive learning environment through maintaining a safe campus, offering a variety of spirit and after-school activities, and through on-line school-home communication. Our school-wide discipline plan includes the positive aspect of allowing qualifying students to participate in athletics, field trips, dances and other activities as well as a system of warnings, lunch detentions and administrative referrals designed to help students gain and maintain control of their own behavior. Regular safety drills for fire, lockdown, and earthquake further assist in keeping TBMS students and staff safe.

Our Athletic Director, Student Council, and Leadership Class plan regular spirit activities, decorate the campus for special occasions and trimester dances. Trimester Perfect Attendance and trimester Honors activities also contribute to the positive atmosphere at

TBMS. After-school activities include athletics: cross country, boys and girl's volleyball and basketball, softball, track and wrestling. The Titan Traits emphasize two character traits per month as an area of focus such as flexibility and patience.

Parents are informed regarding academic progress through Teacher Ease, an on-line grade reporting program. Progress reports are sent home six weeks into each trimester, and report cards are mailed home at the end of each trimester. TBMS teachers place their daily assignments on their teacher page, which can be found on the school's website for parent/student reference. In addition, for the 2014-2015 school year, some teachers are piloting Schoology, which is a Learning Management System anticipated to be utlized at all secondary schools starting in 2015-2016.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Feedback is gathered informally from teachers, staff, and parents at least once per month. This may be in the form of meetings, conferences, or informal surveys via GoogleDocs. Avenues utilized include the Parent Teacher Club, School Site Council, Leadership Team (teachers) , Associated Student Body, Professional Learning Communities, Office Meetings, and Special Education Meetings.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The school principal, in conjunction with the assistant principal, conduct both informal and formal classroom observations. Probationary teachers are formally observed three times a year during their first two years of employment. Once permanent, teachers are formally observed every other year. Whether observed three times, or every other year, there is a Summary Evaluation at the end of the school year, which encompasses the entire school year and includes informal, formal, and overall performance.

Teachers are evaluated based on the California Standards for the Teaching Profession: Engaging and Supporting All Students in Learning; Creating and Maintaining Effective Environments for Student Learning; Understanding and Organizing Subject Matter for Student Learning; Planning Instruction and Designing Learning Experiences for All Students; Assessing Students for Learning; and Developing as a Professional Educator.

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Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   At the beginning of each school year, California Standardized Testing results are analyzed by administration and faculty to determine areas of needed growth or improvement. Additionally, trimester math and language arts testing is utilized to determine the curriculum needs of students throughout the school year. Chapter and unit informative assessments provide further feedback to teachers to modify instruction and improve student achievement. CST data has not been available for two years. New SBAC assessment data will be utilized in the future.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   Teachers meet every Monday in content areas and/or grade levels for professional learning communities to analyze data and monitor student progress. Teachers utilize OARS, a software program, to monitor student progress on particular assessments, standards, skills, and concepts. Instruction is adjusted accordingly to reteach, review, or adjust instruction, as appropriate.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   All teachers meet the requirements and are highly qualified.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   Teachers have access to state adopted instructional materials and participate related professional development opportunities, as appropriate or needed.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   Professional Development opportunities offered by the school district and/or Placer County Office of Education include: Common Core State Standards, GATE/Differentiation, Love and Logic, Special Education, Mental Health, Professional Learning Communities, Technology, and Positive Behavior Intervention Systems.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   Instructional assistance and support is provided through a district Peer Coach related to Common Core State Standards in the areas of English Language Arts and Mathematics.

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7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

The district provides Early Release Days every Monday for teacher collaboration. Teachers use this time to monitor student performance, evaluate current practices, create common assessments, and determine improvements for programs. There are times when this time is utilized across sites to increase articulation as a department, grade level, or vertically with elementary or high school.

In addition, the master schedule is designed so that most content area and special education teachers have common preparation periods. This provides an additional opportunity for collaboration to continue the work from early release days, etc.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Curriculum and materials are currently aligned to the California State Standards in the areas of language arts, mathematics, social science, science, physical education, and art. However, teachers have been immersed in professional development related to the Common Core State Standards and are making the appropriate adjustments in realation to lessons and assessments in preparation for this transition.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Instructional minutes for reading/language arts is 55 minutes per day as is mathematics. Students also engage in reading and writing while in social science and science.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Teachers in all content areas utilize a common pacing guide, which is reviewed from year to year. In addition, teachers create common assessments and revise annually, as appropriate. Titan Time classes are offered during the school day for students who need additional support. This intervention class is in lieu of the student's enrichment class.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

Grade level instructional materials are available to all students. Additionally, alternative standards-based curriculum is available through RSP (Resource Specialist Program) and SDC (Special Day Class).

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All general education, intervention, and special education materials are standards-aligned and adopted based on the California Department of Education criteria.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Students who struggle in work completion or need additional support in mathematics can be enrolled in the Titan Time support class during the school day. In addition, many teachers are available before and/or after school for individual support, as needed. Teachers also review/reteach as a standard practice. If there are more intense needs, a teacher may refer a student for a Student Success Team Meeting (SST) to develop a more comprehensive support plan.

14. Research-based educational practices to raise student achievement

Teachers participate in Professional Learning Communities, follow common pacing guides, and utilize common formative assessments. They have also attended training offered by the DuFours, Mattos, Response to Intervention, Effective Direct

Instruction, GLAD strategies, differentiation, and GATE.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

There are many resources available to support under-achieving students. The school offers Titan Time during the school day as a form of intervention. There are also Student Success Team meetings, which can be initiated by a parent, teacher, or administrator to develop a comprehensive plan to assist students with academic, behavioral, or emotional needs. Parent-Teacher Conferences are regularly scheduled to address concerns at the end of the first six weeks of the school year, then at the end of each trimester. Between conference windows, teachers are available to meet with parent requests. The school library is open before, during, and after school for students to access materials and/or computers as needed.

The school district offers adult Education English Learner programs. There is also a series of Love and Logic classes to assist parents at home with student behavior/interactions.

The Lighthouse Counseling Center in Lincoln offers services for family, parent, student counseling and guidance services. Any community member may make their own referral.

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

The School Site Council is comprised of parents, teachers, other school personnel, and students. The purpose is to develop the Single Plan for Student Achievement, School Safety Plan, and School Academic Report Card. Participants inquire, suggest, and recommend in all areas of school improvement. Participants review data, budgets, and reports to ensure they are informed for decisions.

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Homework Club is offered after school to support students in the area of language arts, mathematics, and work completion to support identified students. This service is provided after school from 30-60 minutes 1-3 days per week, depending on teacher availability.

18. Fiscal support (EPC)

Description of Barriers and Related School Goals

Several issues traditionally impair student achievement:

- Some language barriers
- Poor attendance patterns or truancy
- Inadequate or poor study skills
- Families unable to assist their students at home due to academic or scheduling issues
- Some family environments are unstable and inconsistent. Children may lack proper overall care by parents/guardian. Educational progress is not a priority in some homes with lack of support from parents.
- Need for ongoing communication between school and home
- State of California budget cuts to districts/schools could equal less services, programs, personnel, and educational materials to assist students, yet expectations for progress remain the same.

- Categorical budget cuts equal less for student programs, services, and educational materials (tutoring, school counselor, materials, technology, etc.).

8.1.334

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	779	809		509	526		15	17		34	43	
Growth API	895	881		896	887		874	853		925	928	
Base API	890	896		892	898		820	871		937	924	
Target	A	A		A	A							
Growth	5	-15		4	-11							
Met Target	Yes	Yes		Yes	Yes							

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Number Included	145	150		46	59		155	151		96	112	
Growth API	874	845		792	792		831	840		648	663	
Base API	865	875		813	796		821	832		669	650	
Target	A	A					A	A				
Growth	9	-30					10	8				
Met Target	Yes	Yes					Yes	Yes				

Conclusions based on this data:

1. When all three years of Growth API are averaged, All Students have an average API of 888; White 891; African-American 849; Asian 930; Hispanic 861; English Learners 798; Socioeconomically Disadvantaged 830; and Students with Disabilities 656. Asian students are clearly outperforming when compared to other student groups. English Learners are only 2 points away from being "proficient." Students with Disabilities are at 656, but the average Base API is 668; this is a difference of 12 points.
2. Socioeconomically Disadvantaged Students have continued to improve from year to year with their Growth API. From 2012 to 2013, Asian, Socioeconomically Disadvantaged, and Students with Disabilities increased in their Growth API when the number included also increased.
3. All students, White, Hispanic, and Socioeconomically Disadvantaged met their target.

8.1.335

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	99		99	99		100	100		100	100	
Number At or Above Proficient	624	622		419	419		12	12		27	36	
Percent At or Above Proficient	80.1	76.9		82.3	79.7		80.0	70.6		79.4	83.7	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	Yes	No		Yes	No		--	--		--	--	

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	99		100	100		100	100		99	100	
Number At or Above Proficient	102	102		23	30		105	108		42	54	
Percent At or Above Proficient	70.3	68.0		50.0	50.8		67.7	71.5		43.8	48.2	
AYP Target: ES/MS	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0	78.4	89.2	100.0
AYP Target: HS	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0	77.8	88.9	100.0
Met AYP Criteria	No	No		--	--		Yes	Yes		--	--	

Conclusions based on this data:

1. Asian, Socioeconomically Disadvantaged, and Students with Disabilities has a trend of increasing from year to year over three years for the Percent At or Above Proficient. As has the actual number of students.
2. Hispanic has declined for the Percent At or Above Proficient from year to year, but the number of students has stayed about the same. The participation rate was 99% for two of the three years.
   African-American has had about a 10% swing in either direction from year to year, even though the actual number is about the same.
3. Over 70% of students are performing At or Above Proficiency over three years as an average in the areas of: All 78; White 80; African-American 70; Asian 80; and Hispanic 70. English Learners and Students with Disabilities have the lowest three year average of 53 and 43 respectively.

8.1.336

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	99		99	99		100	100		100	100	
Number At or Above Proficient	549	548		373	364		7	9		26	35	
Percent At or Above Proficient	70.5	67.8		73.3	69.2		46.7	52.9		76.5	81.4	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	No		Yes	No		--	--		--	--	

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Participation Rate	100	99		100	100		100	99		99	99	
Number At or Above Proficient	92	90		19	29		86	80		28	37	
Percent At or Above Proficient	63.4	60.0		41.3	49.2		55.5	53.3		29.2	33.3	
AYP Target: ES/MS	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0	79.0	89.5	100.0
AYP Target: HS	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0	77.4	88.7	100.0
Met AYP Criteria	No	No		--	--		No	No		--	--	

Conclusions based on this data:

1. From 2012-2013 African-American, Asian, English Learners, and Students with Disabilities all had an increase in the Percentage of Students At or Above Proficient.
2. Over three years, All Students, Hispanic, and Socioeconomically Disadvantages decreased from year to year. The participation rate has also been inconsistent over three years, which does have an impact on scores.
3. In Mathematics, students performing At or Above Proficiency over three years are averaging: All 70; White 72; African-American 58; Asian 83; Hispanic 63; English Learners 49; Socioeconomically Disadvantaged 56; Students with Disabilities 34. With the exception of Asian, all student groups are performing lower when compared to English-Language Arts scores.

8.1.337

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2013-14 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
6	1	11	2	22	5	56			1	11	9
7	2	29	4	57					1	14	7
8	***	***	***	***	***	***					***
Total	4	21	7	37	6	32			2	11	19

Conclusions based on this data:

1. The majority of students who took the CELDT in 2013-2014 scored Early Advanced or Intermediate , which is a total of 13 students out of 19; 68.42%.
2. Sixth grade had 9 students, of which at least one could be considered for Reclassification, if appropriate. The other two will need to be monitored for this consideration as well. Seventh grade had 7 students, of which two could be considered for Reclassification, if appropriate. The other four will need to be monitored for this consideration as well.
3. Compared to 2012-2013 results, the total number of students who took the CELDT has decreased form 26 down to 19.

8.1.338

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	25	26	19
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	25	26	19
Number Met	--	--	--
Percent Met	--	--	--
NCLB Target	56.0	57.5	59.0
Met Target	*	*	--

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	4	24	1	25	3	17
Number Met	--	--	--	--	--	--
Percent Met	--	--	--	--	--	--
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	*	*	*	*	--	--

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	--	--	
Met Percent Proficient or Above	--	--	
Mathematics			
Met Participation Rate	--	--	
Met Percent Proficient or Above	--	--	

Conclusions based on this data:

1. AMAO 1: The percent that met the NCLB Target for Annual Growth has increased each year over three years with an overall total of 3% growth.
2. AMAO 2: The percent that met the NCLB Target for attaining English Proficiency has increased in each category every year for three years. Students with less than 5 year of EL Instruction have increased by 2.7%. Students with 5 or More Years of EL Instruction have increased by 3.8%.
3. AMAO 3: The percentage that met the NCLB Target for AYP English Learner Subgroup as stagnated in English-Language Arts for the last two years. The percent in mathematics increased by 7% the last two years; however, has dropped by 9.7% over three years.

8.1.339

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2011-12	2012-13	2013-14
Number of Annual Testers	639	634	641
Percent with Prior Year Data	99.4	100.0	100.0
Number in Cohort	635	634	641
Number Met	400	369	370
Percent Met	63.0	58.2	57.7
NCLB Target	56.0	57.5	59.0
Met Target	Yes	Yes	No

AMAO 2	Attaining English Proficiency					
	2011-12		2012-13		2013-14	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	515	251	473	266	476	283
Number Met	122	142	112	139	119	158
Percent Met	23.7	56.6	23.7	52.3	25.0	55.8
NCLB Target	20.1	45.1	21.4	47.0	22.8	49.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2011-12	2012-13	2013-14
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1. As a district, the AMAO 1 and AMAO 2 targets have been met in each category for two consecutive years; however 2013-14 fell 1.3% short due to the target increasing and the percentage meeting decreasing.
2. The AMAO 3 has not changed for three consecutive years despite a strong participation rate.

8.1.340

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Achievement in Meeting Academic Standards
LCAP GOAL:
Aligns with LCAP Goals: 1) All students will reach high standards in Literacy (ELA), Mathematics, and Science; 2) All students in need will reach high standards in English
LEA GOAL:
Aligns with LEAP Goals: 1) All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics and 5) All students will graduate from high school.
SCHOOL GOAL #1:
Mathematics: Increase academic achievement as measured by end of trimester letter grades on report cards. Continue to implement the new math adoption, Digits, and develop a sequence of lessons/skills/units, as appropriate. Determine common assessments and monitor student progress within and across grades. Language Arts: Increase academic achievement as measured by end of trimester letter grades on report cards. Continue to implement the Expository Reading Writing Course in grades 7 and 8, with at least one module per trimester. In 6th grade, implement ERWC strategies, as appropriate. Continue to Implement and expand the 40 Book Challenge in grades 6, 7, and 8 to foster literacy and exposure to a variety of genres. Science: Begin to build teacher background knowledge regarding the Next Generation Science Standards. Emphasize reading informational materials with accuracy, use text evidence and specific examples when writing a response. Continue current units of study and common assessments while beginning the transition to the Next Generation Science Standards
Data Used to Form this Goal:
Due to new SBAC Testing, a baseline will be established this year.
Findings from the Analysis of this Data:
Not applicable at this time due to lack of state assessment data.
How the School will Evaluate the Progress of this Goal:
End of trimester reports will be generated utilizing Aeries, which is the software teachers use for assigning grades. Bi-monthly reports from Curriculum Leads regarding Professional Learning Community meetings and plans for action to increase student achievement. SBAC scores at the end of 2014-2015 school year.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alignment of Instruction with Common Core State Standards: Analysis of standards; curriculum mapping; determining essential standards; developing common assessments; evaluating curriculum for relevance.	Early Release every Monday for PLCs; Common Prep Periods; On-going; As Needed	Teachers; Administration	No impact on site LCFF funds.			
Improvement of Instructional Strategies/Materials: Common preparation time to increase collaboration; utilization of OARS to create and analyze student assessments; release days for essay scoring in language arts classes. The 40 Book Challenge: Literary approach to foster a love of reading and expand the reading experience of students.	Monthly; Trimester	Teachers; Administration	7 teachers @ 2-4 days each; $130/day for subs to score essays.	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	2990.00
			Variety of library books to expand selection in a variety of genres for students.	4000-4999: Books And Supplies	LCFF–Supplemental	1430.00
Extended Learning Time: Titan Time is an intervention class offered during the school day for 55 minutes. Three sections offered; one per grade. Grade six=support the transition to middle school with organization, time managment, and study skills. Grades seven and eight=math support and extended time for homework completion for other classes. Homework Club: Extra time after school for 30-60 minutes. Depends on availability and schedule of credentialed teacher.	Daily; As Needed	Teachers; Administration	Titan Time: No Impact on LCFF Funds @ Site Level; Met through staffing and master schedule.			
			Homework Club: $45/hour; up to 2 hours/week; up to 21 weeks.	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	1890.00
			Robotics: Stipend for teacher for competitions and preparation beyond the regular school day.	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	1000.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Robotics: Enrichment offered during the school day with extended learning time/competitions outside of school.						
Staff development and professional collaboration: Trainings and workshops to increase knowledge base related to Common Core Standards, GATE/Differentiating Instruction, Effective First Instruction, Technology, and/or Writing.	As opportunities are offered	Teachers; Administration	Registration fees; Sub costs	5800: Professional/Consulting Services And Operating Expenditures	LCFF–Supplemental	2000.00
Monitoring Program Implementation and Results: TeacherEase progress reports to parents; some teachers also piloting Schoology during the 2014-15 school year in preparation for full implementation in 2015-16. Use of OARS as assessment tool to monitor student progress. Curriculum Lead Teachers (English, History, Math, and Science) to act as a liason and articulate with teacher colleagues and administration.	Daily; Monthly: Trimester	Teachers and Administration	Curriculum Lead Stipend: 4 @ $1207.22 each	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	4830.00

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: EL Achievement on CELDT
LCAP GOAL:
Aligns with LCAP Goals: 1) All students will reach high standards in Literacy (ELA), Mathematics and Science; 2) All students in need will reach high standards in English Language,
LEA GOAL:
Aligns with LEAP Goals: 1) All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics; 2) All limited-English-proficient (LEP) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics; and 5) All students will graduate from high school.
SCHOOL GOAL #2:
All English Learners will progress one language level as measured by CELDT.
Data Used to Form this Goal:
2014-2015 CELDT Test Results
Findings from the Analysis of this Data:
How the School will Evaluate the Progress of this Goal:
Compare individual student progress on the CELDT from previous years.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Improvement of instructional strategies/materials	As needed	Teachers; Administration	Support materials and/or professional development opportunities, as appropriate to support ELL learners.	4000-4999: Books And Supplies	LCFF–Supplemental	500.00

8.1.2 4h

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Parent Involvement/Engagement
LCAP GOAL:
Aligns with LCAP Goals: 1) All students will reach high standards in Literacy (ELA), Mathematics, and Science; 2) All students in need will reach high standards in English
LEA GOAL:
Aligns with LEAP Goals: 1) All students will reach high standards, at a minimum, attending proficiency or better in reading and mathematics; 2) All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics; and 5) All students will graduate from high school.
SCHOOL GOAL #3:
Increase the level of involvement of staff, parents, and community members to extend the level of support for the academic achievement and development of students.
Data Used to Form this Goal:
Findings from the Analysis of this Data:
How the School will Evaluate the Progress of this Goal:
Parent access to TeacherEase and/or Schoology as recorded in the software program; parent participation at school events and/or committees.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Utilization of TeacherEase for student progress, grades, and parent-teacher communication. Some teachers are piloting Schoology, a learning management system. Student planners as organizational tool for all sixth graders and as desired for grades seven and eight.	Daily; Monthly; Trimester	Teachers; Staff; Administration; Parents	TeacherEase Subscription is $100/teacher; parial cost to LCFF Funds. Additional paid through ASB, PTC, and/or donations.	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	1500.00

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Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
School Site Council; Parent Teacher Club; Interpreters; and Report Cards						
For special meetings, such as IEPs, coverage for the class so that the teacher can attend the meeting and provide academic progress/class reporting to the parent.	As Needed	Teachers; SpEd Case Managers; Admin	Subsititute: $130/day; up to 10 times for the year.	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	1300.00

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: School Climate
LCAP GOAL:
Aligns with LCAP Goal: 5) All students will feel supported at school and will receive instruction in a safe and well-maintained environment.
LEA GOAL:
Aligns with LEAP Goal: 4) All students will be educated in learning environments that are safe, drug-free, and conducive to learning.
SCHOOL GOAL #4:
Increase the average daily attendance rate by .5%; decrease annual suspension/expulsion rate.
Data Used to Form this Goal:
Monthly and annual attendance reporting, as provided by the school district.
Findings from the Analysis of this Data:
Site level average daily attendance rate continues to improve from year to year.
How the School will Evaluate the Progress of this Goal:
Monthly site and district attendance reporting; number of students recognized trimester to trimester; suspension/expulsion reporting as determined through Aeries.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Weekly Class Period Challenge: Perfect period attendance; no tardies or early checkouts	Every week	Attendance Clerk, Teachers, Parents, Students, and Teachers	No impact on LCFF funds: Local restaurant/business donation for coupons; donuts; pizza; etc.			
Monthly Perfect Attendence Recognition	Approximately every 4 weeks	Attendance Clerk, Students, and Teachers	Certificates and attendance bracelets	5000-5999: Services And Other Operating Expenditures	LCFF--Supplemental	150.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
End of Trimester Perfect Attendance Recognition	Approximately every 12 weeks	Attendance Clerk/Secretary/Administration	Certifiate/Activity	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	500.00
Teacher in Charge: Certificated Teacher as Admin Designee when both Principal and Assistant Principal are off campus for more than approx. four hours; to provide support to students/teachers/staff, and to increase safety and response, as needed.	As needed	Teacher in Charge; Administration	$230 per occurance for sub and stipend	1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	700.00
Purchase of surveillience cameras to increase safety throughout campus and to make informed decisions related to student discipline, consquences, and problem solving.	As needed	Administration	To be determined based on need to circumvent "blind spots" and update/replace cameras, as needed.	5000-5999: Services And Other Operating Expenditures	LCFF–Supplemental	5700.00

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Development
SCHOOL GOAL #2:
All English learners will progress one language level as measured by CELDT.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The District EL Intervention Specialist will work closely with site administration to monitor ELD curriculum, instruction, and intervention to support language development of English learners.	2014-2015	Principal District EL Intervention Specialist	District EL Intervention Specialist Salary	1000-1999: Certificated Personnel Salaries	LCFF--Supplemental	473

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	LCFF–Supplemental	12,710.00
4000-4999: Books And Supplies	LCFF–Supplemental	1,930.00
5000-5999: Services And Other Operating	LCFF–Supplemental	7,850.00
5800: Professional/Consulting Services And	LCFF–Supplemental	2,000.00

8.1.350

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
LCFF–Supplemental	24,490.00

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Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	12,710.00
4000-4999: Books And Supplies	1,930.00
5000-5999: Services And Other Operating Expenditures	7,850.00
5800: Professional/Consulting Services And Operating	2,000.00

8.1.352

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	14,140.00
Goal 2	500.00
Goal 3	2,800.00
Goal 4	7,050.00

8.1.353

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Kelli Darbo	[ ]	[ ]	[ ]	[X]	[ ]
Kim Brodie	[ ]	[ ]	[ ]	[X]	[ ]
Jennifer Smith	[ ]	[X]	[ ]	[ ]	[ ]
Mark Weber	[ ]	[X]	[ ]	[ ]	[ ]
Janene Malatesta	[ ]	[ ]	[X]	[ ]	[ ]
Randy Woods	[ ]	[ ]	[X]	[ ]	[ ]
Daniela Thompson	[X]	[ ]	[ ]	[ ]	[ ]
Numbers of members of each category:	1	2	2	2	0

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

[ ]	State Compensatory Education Advisory Committee	Signature
[ ]	English Learner Advisory Committee	Signature
[ ]	Special Education Advisory Committee	Signature
[ ]	Gifted and Talented Education Program Advisory Committee	Signature
[ ]	District/School Liaison Team for schools in Program Improvement	Signature
[ ]	Compensatory Education Advisory Committee	Signature
[ ]	Departmental Advisory Committee (secondary)	Signature
[X]	Other committees established by the school or district (list): Leadership Team Professional Learning Communities: Math, Language Arts, Science, and History	Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on October 13, 2014.

Attested:

Daniela Thompson		10/31/14
Typed Name of School Principal	Signature of School Principal	Date
Kellie Darbo		10-31-14
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

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:
Consider Approving New Job Description for Middle School Agriculture and Environmental Science Teacher as part of the CCPT Grant.

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:
New Job Description for:
Middle School Agriculture & Environmental Science Teacher.

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Grant Funded

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

As a part of the ongoing review of job descriptions and the needs of the school sites and the District by both the District and WPTA there exists a need to approve a new job description for the "Middle School Agriculture & Environmental Science Teacher" position which is necessary to meet the very specific needs of implementing the California Career Pathways Trust (CCPT) Grant. The District administration worked with WPTA and the CCPT Committee to bring forward the enclosed job description.

RECOMMENDATION:

Approve the new job description for the Middle School Agriculture & Environmental Science Teacher position.

8.2

Western Placer Unified School District

POSITION DESCRIPTION

Position Title:	**AGRICULTURE & ENVIRONMENTAL SCIENCE TEACHER, MIDDLE SCHOOL**
Department:	Middle Schools
Reports to:	Site Principal

SUMMARY:

Instructs students in activities designed to promote social, physical, and intellectual growth in the subject matter and skills that will contribute to their development as mature, able and responsible men and women.

ESSENTIAL DUTIES AND RESPONSIBILITIES

* Teaches district-approved Environmental Science and Ag Core Curriculum.
* Aids Career Counseling Specialist in identifying students and recruiting for CTE program.
* Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
* Prepares for classes assigned, and enrichment trips to school farm site.
* Reports out to CTE Foundation regarding updates and status of the program.
* Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
* Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
* Guides the learning process toward the achievement of curriculum goals and - in harmony with the goals - establishes clear objectives for all lessons, units, projects, and the like to communicate these objectives to students.
* Assists the administration in implementing all policies and rules governing student life and conduct, and, for the classroom, develops reasonable rules of classroom behavior and procedure, and maintains order in the classroom in a fair and just manner.
* Assesses the accomplishments of students on a regular basis and provides progress reports as required.
* Evaluates pupils' academic and social growth, keeps appropriate records and prepares progress reports.
* Encourages students to set and maintain standards of classroom behavior.
* Notifies specialists of potential learning disabilities of students on a regular basis, and seeks the assistance of district specialists as required.
* Maintains accurate, complete, and correct records as required by law, district policy, administrative regulations, and related grant reporting requirements.
* Is available to students and parents for education-related purposes outside the instructional day.
* Other related duties as assigned.

SUPERVISORY RESPONSIBILITIES:

Supervises classroom, students, aides and volunteers. Supervises students while on yard duty.

QUALIFICATION REQUIREMENTS:

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

8.2.1

EDUCATION
Four-year degree in area of major study.

CERTIFICATES, LICENSES, REGISTRATIONS:
Valid Single Subject Agricultural Specialist Credential required.

LANGUAGE SKILLS:
Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write 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 trigonometry. 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 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 currently holding this position perform additional duties and additional duties may be assigned.

8.2.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Acceptance of Bid from Hometown Construction for the District Office Data Room HVAC Project

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick, Assistant Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 21

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

To relieve the ongoing issue of inadequate cooling within the Data (or Server) Room at the District Office on the 4th Floor of City Hall Building, we have solicited bids for the improvement work that is outlined in plans and specifications by Rainforth Grau Architects.

Staff engaged in a bid process for this work. Public Notices were published in the Lincoln News Messenger on October 16th and 23rd. A mandatory job walk for potential bidders was held on October 28th and was attended by 5 firms. The bid opening was held on November 5th at the District Office and was open to the public. Three firms submitted bids.

The lowest responsive and responsible bidder was found to be Hometown Construction with a total bid of $24,753.00. Enclosed is the bid submission and the bid results form.

If Board accepts this bid, Staff will prepare contracts to be signed by Hometown Construction and the District, which will then be brought to the Board for ratification. Work is scheduled to begin during the week of Thanksgiving.

RECOMMENDATION:

Staff recommends that the Board of Trustees accept the bid from Hometown Construction for District Office Data Room HVAC.

Bid Summary

District Office Data Room HVAC
Western Placer Unified School District
November 5, 2014 at 2:00 p.m.
Architect's Project No.: 14-1182
Architect's Estimate: $16,000

Michael RAINFORTH & Jeffrey GRAU
ARCHITECTS
2407 J Street, Suite 202 • Sacramento, CA 95816
(916) 368-7990 • Fax (916) 368-7996

Plan Holder Name	Mandatory Walk	Sub List	Finger-printing	Non-Collusion	Bid Bond	Sufficient Funds	DVBE Docs	Base Bid
Landmark Construction	✓	✓	–	✓	✓	✓	–	$ 28,200.00
VI ELECTRIC	✓	✓	✓	✓	✓	✓	✓	26,500.00
Hometown const	✓	✓	✓	✓	✓	✓	✓	24,753.00

These bids will receive Board consideration on: 11/5/14 @ 2pm

The contract shall be awarded to the lowest responsible and responsive bidder as determined by the owner under California law and specified in the bid docs.

BID FORM

Placer County, California

Western Placer Unified School District
600 6th Street, Suite 400
Lincoln, CALIFORNIA 95648

Dear Western Placer Unified School District Board of Trustees:

The undersigned doing business under the firm name of:

Hometown Construction, Inc

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

Data Room HVAC Replacement, District Office

For the amount of:

Twenty-Four thousand Seven hundred Fifty-Dollars
Three and No/100

($ 24,753.00)

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

502 Giuseppe Ct #6
Roseville, CA 95678

Our Public Liability and Property Damage Insurance is placed with:

Colony Insurance Company

Our Workers' Compensation Insurance is placed with:

State Compensation Insurance Fund

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

8.3.2

Addendum No. None Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : Hometown Construction, Inc., a California Corporation
Tamalie Johnstone, President
Jack Johnstone, Vice President

Title: Tamalie Johnstone, President + Jack Johnstone, Vice President

Name of Company as Licensed: Hometown Construction, Inc.

Business Address: 502 Giuseppe Ct., #6
Roseville, CA 95678

Telephone Number: (916) 791-1333

Contractor License No.: 704382

Class and Expiration Date: B, C20 and C36, 3/31/15

State of Incorporation, if Applicable: California

☒ Evidence of authority to bind corporation is attached.

Dated: 11-5-14, _____

Signed: Hometown Construction inc a California Corporation
Tamalie Johnstone, President
Vice President-2

8.3.3

MINUTES OF SPECIAL MEETING

OF

HOMETOWN CONSTRUCTION, INC.
A California Corporation

The Incorporator(s) named in the Articles of Incorporation of the above named corporation held A meeting at the time, on the day and at the place set forth hereinbelow for the purpose of authorizing Jack Johnstone as the person to execute contract documents or to execute a bid submittal on behalf of Above named corporation:

TIME: 2:00 P.M.

DATE: October 13, 2000

PLACE: 2507 Elkhorn Blvd., Rio Linda, CA 95673

Present at said meeting were the following person(s): Tamalee Johnstone, President/Chairman of the Board; Jack Johnstone, Vice President/Secretary.

The Chairman presented for the approval of the meeting a proposed form of Certification for Jack Johnstone.

On motion duly made, seconded, and unanimously carried, the following resolution was adopted:

WHEREAS, Jack Johnstone is authorized as the person to execute contract documents or to execute a bid submittal on behalf of Hometown Construction Inc.

There being no further business to come before the meeting, upon motion duly made, seconded and Unanimously carried, the meeting was adjourned.

ATTEST: (NOTARY)

Tamalee Johnstone
TAMALEE JOHNSTONE, PRESIDENT

JACK JOHNSTONE, VICE PRESIDENT

DATED: 10/16/00

SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

8.3.4

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of PLACER } ss.

On October 16 2000 (Date), before me, KIM BOWER NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Tamalee Johnston & Jack Johnstone (Name(s) of Signer(s))

~~☐ personally known to me~~
☑ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kim Bower
Signature of Notary Public

KIM BOWER
Commission # 1144558
Notary Public - California
Placer County
My Comm. Expires Jun 30, 2001

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

8.3.5

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

NOTE: Reproduce page two of this section for additional listings needed beyond the length of this form.

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	License Number
Electrical	Vanden Bos Electric 916-773-1500	Roseville, CA	627898

8.3.6

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	License Number

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	License Number

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11-5, 2014, at Roseville [city], CA [state].

Signature: _____

Print Name: Jack Johnstone

Title: Vice President

8.3.8

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:
Elementary Educational Specification Update

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Audrey Kilpatrick, Assistant Superintendent

ENCLOSURES:
No

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 21

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The District has committed to renewing our vastly outdated Educational Specifications for all grade levels, but beginning with Elementary. In addition to this being an intrugual part of planning out any future sites, or modernizations to current sites, it also is a requirement for submission to California Department of Education prior to approval of any changes to school sites or construction of new school sites. As we anticipated originally that the second elementary school in the Lincoln Crossings area would be the next constructed school, it was determined that we would begin with Educational Specifications at the Elementary level.

The committee has been meeting bi-monthly to review uses of various spaces and desires for facilities in the future.

We will be holding a community meeting on November 20th at First Street School at 6:00 pm to invite the parents and members of the Greater Lincoln Community to give input on this process as well.

We are anticipating bringing a completed plan to the Board for review and approval late December.

RECOMMENDATION:

Staff requests that the Board of Trustees review the presented information and provide input.

Sufficient Funds Declaration
(Labor Code section 2810)
To Be Executed by Bidder and Submitted with Bid

Owner: Western Placer Unified School District
Project: Data Room HVAC Replacement, District office

I, Jack Johnstone, declare that I am the Vice President of Hometown Construction, Inc., the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Hometown Construction, Inc. [insert name of entity] to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Hometown Construction, Inc. [the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on 11-5 2014, at Roseville [city], CA [state].

Date: 11-5-14

Signature
Print Name: Jack Johnstone
Print Title: Vice President

8.4.1

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Owner: Western Placer Unified School District

Project: Data Room HVAC Replacement, District Office

The undersigned declares:

I am the Vice President of Hometown Construction, Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11-5, 2014, at Roseville [*city*], CA [*state*].

Signature

Jack Johnstone, Vice President
Print Name

8.4.2

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2)

Note: This document must be executed and submitted with the bid.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

   c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: 11-5-14

Signature

Name: Jack Johnstone

Title: Vice President

8.4.3

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

8.4.4

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

> (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in

8.4.5

subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

8.4.6

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned Hometown Construction Incorporated as Principal and The Guarantee Company of North America USA as Surety, are hereby held and firmly bound unto the Western Placer Unified School District "Owner" in the sum of Ten Percent of Amount Bid Dollars ($ 10%) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Data Room HVAC Replacement in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 30th day of October, 2014, the name and corporate party being hereto affixed and these presents duly signed by its

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undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Hometown Construction Incorporated
(Principal)

502 Giuseppe Court, #6, Roseville, CA 95678
(Business Address)

Jack Johnstone, Vice President

The Guarantee Company of North America USA
(Corporate Surety)

(Business Address)

By: Patricia M. Simas

Patricia M. Simas, Attorney-in-Fact

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, $ N/A .

(The above must be filled in by Corporate Surety).

2013-Bid Bond (SC044494).DOC

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On October 30, 2014 before me, S. Johnson, Notary Public
(Here insert name and title of the officer)

personally appeared Patricia M. Simas,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

S. JOHNSON
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2064605
SACRAMENTO COUNTY
My Comm. Exp. May 12, 2018

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond
(Title or description of attached document)

Hometown Construction, Inc.
(Title or description of attached document continued)

Number of Pages _____ Document Date 10/30/14

The Guarantee Company of North America USA
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - *.- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - *.- Indicate title or type of attached document, number of pages and date.
  - *.- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

8.4.9

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Sr. Vice President, COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 30th day of October , 2014

Randall Musselman, Secretary

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ACKNOWLEDGEMENT

State of California)
County of Placer)

On **November 5, 2014** before me, **Candice L. Boettcher, Notary Public**, personally appeared, **Jack Johnstone** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Candice L. Boettcher
Notary Public Signature

CANDICE L. BOETTCHER
COMM. # 2027473
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. JUN 6, 2017

(Notary Public Seal)

.....

Title or Type of Document: Bid Bond – Western Placer Unified School District

Date of Document: October 30, 2014 Number of Pages: 2

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PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Prime Bidder

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME Hometown Construction, Inc.	BUSINESS ADDRESS 502 Giuseppe Ct., #6 Roseville, CA 95678	TELEPHONE NUMBER (916) 791-1333
SCHOOL DISTRICT Western Placer Unified School District	COUNTY Placer	APPLICATION NO.

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. ☐ *is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract*	*will include a copy of your DVBE letter from the Office of Small Minority Business (OSBCR).*	
B. ☐ *is Disabled Veteran owned* ***but is unable*** *to perform the 3 percent of this contract with your forces*	*will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent*	*will include a copy of each DVBE's letter from OSBCR (including yours, if applicable).*
C. ☒ *is* ***not*** *Disabled Veteran owned*	*will use DVBE subcontractors/ suppliers for at least 3 percent of this contract*	
D. ☐ *is unable to meet the required participation goals*	*will complete a Good Faith Effort to obtain DVBE participation*	*will include the Prime Bidder's Good Faith Effort Worksheet.*

Note: An Office of Small Business, Certification and Resources (OSBCR) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSBCR and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

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PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.

B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.

C. Enter the total of Lines A and B for each column.

D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.

E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, *if DVBE (own participation)*	$	$	$	$	$	$
B. DVBE Subcontractor or Supplier						
1. Paving Net	745.00					
2.						
3.						
4.						
C. Subtotal (A & B)	745.00					
D. Non-DVBE	24,008.00					
E. Total Bid	24,753.00					

California Certification Report

16657 - PN SUPPLY - MB | DVBE

Legal Business Name	PAVING NET CONTRACTOR & SUPPLY		
Doing Business As	PN SUPPLY		
Address	11 S Termino Ave Ste 214	Phone	(800) 599-6996
	LONG BEACH, CA 90803	FAX	(562) 439-1398
Email	info@pavingnet.com		
Web Page	http://www.PavingNet.com		
Active Certifications	SB (micro) Jan 29, 2014 - Feb 28, 2016		
	DVBE Jan 29, 2014 - Feb 28, 2016		
Business Types	Construction; Service; Non-Manufacturer;		
Classifications	[111017] Base Metals		
	[111115] Dirt and soil		
	[111116] Stone		
	[111715] Basic steels		
	[111716] Stainless steel alloys		
	[221016] Paving equipment		
	[221017] Heavy equipment components		
	[221019] Building construction machinery and accessories		
	[241018] Dock equipment		
	[241118] Tanks and cylinders and their accessories		
	[261116] Power generators		
	[261215] Electrical wire		
	[261216] Electrical cable and accessories		
	[261316] Exhaust structures or screening equipment		
	[271122] Masonry and concrete tools		
	[271127] Power tools		
	[271130] Brushes		
	[301017] Beams		
	[301022] Plate		
	[301028] Piling		
	[301029] Post		
	[301036] Structural products		
	[301115] Concrete and mortars		
	[301216] Asphalts		
	[301217] Road and railroad construction materials		
	[301218] Landscape architecture materials		
	[301315] Blocks		
	[301316] Bricks		
	[301317] Tiles and flagstones		
	[301417] Insulation sealing layers		
	[301515] Roofing materials		
	[301516] Roofing accessories		
	[301517] Rain gutters and accessories		
	[301518] Siding and exterior wall materials		
	[301519] Finishing materials and products		

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[301520] Fencing
[301615] Wall finishing materials
[301616] Ceiling materials
[301617] Flooring
[301618] Cabinetry
[301619] Molding and millwork
[301620] Interior laminates
[301621] Stairs and stairways
[301622] Countertops
[301623] Cabinet accessories
[301624] Partition walls
[301715] Doors
[301716] Windows
[301717] Glass products
[301718] Skylights
[301719] Window frames
[301721] Garage doors and operators
[301815] Sanitary ware
[301816] Non sanitary residential fixtures
[301817] Faucets or taps
[301818] Faucet and shower heads, jets and parts and accessories
[301917] Construction sheds and trailers
[302515] Underground roof support structures
[311615] Screws
[311620] Nails
[311621] Anchors
[311628] Miscellaneous hardware
[312115] Paints and primers
[391115] Interior lighting fixtures and accessories
[391116] Exterior lighting fixtures and accessories
[391117] Emergency lighting and accessories
[391118] Lighting accessories
[391210] Power conditioning equipment
[391213] Electrical boxes and enclosures and fittings and accessories
[391214] Electrical lugs plugs and connectors
[391215] Electrical controls and accessories
[391217] Electrical hardware and supplies
[391317] Wire Raceways Conduit and Busways
[401017] Cooling equipment and parts and accessories
[401018] Heating equipment and parts and accessories
[401417] Hardware and fittings
[401715] Commercial pipe and piping
[401716] Industrial pipe and piping
[401753] Specialized pipe fittings and flanges
[461615] Traffic control
[551217] Signage

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	[551219] Signage equipment [701115] Plants and ornamental trees [721410] Highway and road construction services [721411] Infrastructure building and surfacing and paving services [721512] Heating and cooling and air conditioning HVAC construction and maintenance services [721519] Masonry and stonework services [721527] Concrete installation and repair services [721537] Parking facility construction and equipment installation and maintenance and repair services
Keywords	construction supply materials asphalt concrete flooring carpet window door roofing dvbe paving paint drywall electrical plumbing traffic fence landscape plumbing hardware hvac lumber steel rebar sign trenching rock safety wall pvc dock block tile seal

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Licenses: A | B | C8 | C10 | C12 | C20 | C31 | C32 | C50 | C61

Date: **November 04, 2014**
To Prime Contractor: **Hometown Construction, Inc.**
Hometown Construction, Inc. will utilize Paving Net Contractor and Supply for project known as:

DATA ROOM HVAC REPLACEMENT, DISTRICT OFFICE

Project/Bid Number: **NA**

Project Address:
600 6TH STREET
LINCOLN, CA
95648

Bidding date: **11/05/2014** Bidding time: **12:00PM**
Contact: **JACK JOHNSTONE** Fax **(916) 991-2881** Tel **(916) 991-2486**
Awarding Department (Owner): **WESTERN PLACER UNIFIED SCHOOL DISTRICT**

11-04-2014

State of California ■ State and Consumer Services Agency ■ Arnold Schwarzenegger, Governor

DEPARTMENT OF GENERAL SERVICES
Office of Small Business Certification and Resources
1515 L Street, Second Floor ■ Sacramento, California 95814-2016

REF# 0016657
Paving Net Contractor & Supply
11 S. Termino Avenue, Suite 214
Long Beach, CA 90803
(800) 599-6996

DVBE
SBE

Approved by Henry Sprague III, DVBE owner

Payment Terms: **Hometown Construction, Inc.** agrees to make prompt payment to Paving Net for all construction supply within 25 days of purchase date. **Hometown Construction, Inc.** agrees to this payment schedule without exception. Paving Net's relationship with Vendors depends on prompt payment and asks its clients to not utilize Paving Net if cash flow terms are not possible.

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Hometown Construction, Inc.

DATA ROOM HVAC REPLACEMENT, DISTRICT OFFICE NA

DVBE PARTICIPATION WORKSHEETS
ATTACHMENT D
DVBE CERTIFICATION

1. General Information

Company Name: Paving Net Contractor & Supply
Address: 11 S. Termino Ave. #214
City/State/Zip Code: Long Beach, CA 90803
Services or Goods Generally Provided: Construction Supply
Services or Goods to be Provided to Bidder: Construction Supply
Name of Contact: Henry Sprague
Telephone Number: 800-599-6996 **Telecopier Number:** 562-439-1398
Tax I.D. Number: 20-1263195

2. Certification of DVBE Status (check the appropriate section)

☐ The above-identified DVBE is not ceritifed as such by any state or local public agency. The undersigned individual, on behalf of the above-identified DVBE certifies, warrants and represents to the District that the above-identified DVBE meets and complies with the definitions(s) of DVBE(s) as set forth in the District's DVBE Participation Program Policy and at law.

☒ The above-identified DVBE is certified as such by a state or local public agency and a true and correct copy of such certification is attached hereto. The bidder and the above-identified DVBE acknowledge that if the local or state public agency certification of the above-identified DVBE's status is not attached, the above-identified DVBE will not be counted or considered for purposes of the bidder's achievement of the Participation Goal.

3. Authority to Execute.

The undersigned individual executing the DVBE Certification warrants and represents to the District that she/he has made diligent inquiry to ascertain that all of the information provided herein is true, correct and complete, that there are no omissions of fact in any of the reponses herein which would render such responses false or misleading and that she/he is duly authorized to execute this DVBE Certification on behalf of the above-identified DVBE.

Executed November 04, 2014 at **Long Beach, California**
(City and State)

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

H Sprague Jr. — Authorized Signature
HENRY SPRAGUE — Print Name
(Name of individual executing DVBE certification)

8.4.18

* fill out 2, 4, 5, date/sign

(DVBE) Subcontractor Agreement

PART A: NAMED PARTIES

This Agreement is entered into by Contractor **Hometown Construction, Inc.**, hereinafter referred to as Bidder, and DVBE subcontractor: **Paving Net Contractor & Supply**, hereinafter referred to as **Subcontractor**, on: **November 04, 2014**, consisting of the following conditions:

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, WESTERN PLACER UNIFIED SCHOOL DISTRICT , hereinafter referred to as OWNER. THE OWNER will enter into an Agreement (the primary agreement) with the Bidder if the Bidder is awarded the contract.

2. Bidder has proposed the Subcontractor as a DVBE subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the contract.

3. Subcontractor intends to provide certain work or services or products/goods under the primary agreement if the primary agreement is awarded to the Bidder.

PART B

The State requires the Bidder to provide, prior to the contract award, a written agreement signed by the Bidder and each DVBE subcontrator proposed by the Bidder in the bid proposal submitted to the State, to include certain terms and conditions specified below. These written agreements shall become null and void if the Bidder is not awarded a contract as result of this bid invitation.

Bidder and the Subcontractor agree that, in the event the OWNER awards the primary agreement to the Bidder, the Bidder will employ the Subcontractor to provide goods and/or services in accordance with the following terms and conditions:

1. The term of this Agreement is: Duration of the contract

2. * The parties estimate that the goods and/or services will be provided/performed by the Subcontractor commencing 11/19/14 and completed by 1/14/15
3. The rate and conditions and payment by the Bidder to the Subcontractor are: Invoice, net 30

4. * The MINIMUM total amount to be paid by the Bidder to the Subcontractor is: _____

OR

5. * The percentage of the entire primary contract to be awarded to the Subcontractor is: 3%

6. DVBE scope of work and description of the services and/or goods to be performed/supplied the Subcontractor: **HVAC ACCESSORIES**

This Agreement has been executed by the parties identified below:

Bidder's Company Name: Hometown Construction, Inc.		Subcontractor's Company Name: Paving Net Contractor & Supply C32 & C12 #302363	
By (Authorized Signature)	Date Signed: 11-5-14	By (Authorized Signature)	Date signed: 11/04/2014
Print Name and Title of Person Signing: JACK Johnstone, Vice President		Print Name and Title of Person Signing: HENRY SPRAGUE	
Contact Info: Hometown Construction, Inc. Phone: (916) 991-2486		Contact Info: Paving Net Contractor & Supply 11 S. Termino Ave, #214, Long Beach, CA 90803 800.599.6996 fax 562.439.1398	

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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:
Updated Master Architectural Services Agreement with LPA, Inc.

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick, Assistant Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Funds

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

WPUSD currently has a "Master" Services Agreement with LPA, Inc., which was signed in 2008. We have continued to utilize that Agreement to add Project Service Agreements under it. However, with new regulations and legal requirements, an updated agreement was long overdue.

Staff has worked with LPA, Inc. and our legal team at Lozano Smith to negotiate the updated agreement language that you see in the enclosure. This agreement has been signed already by LPA, Inc. and is approved by legal.

LPA, Inc. is part of our competitively selected pool of District architects.

RECOMMENDATION:

Staff recommends that the Board approve the Master Architectural Services Agreement, and authorize Assistant Superintendent of Business Services to execute agreement as enclosed.

ARCHITECTURAL SERVICES AGREEMENT

This **AGREEMENT** is made and entered into this 19 day of November in the year 2014 ("Effective Date") between the Western Placer Unified School District, of the County of Placer hereinafter referred to as "**DISTRICT**", and LPA, INC. hereinafter referred to as "**ARCHITECT**";

WHEREAS, from time to time, **DISTRICT** desires to obtain Architectural services for various construction projects of new and remodeled school facilities, located in Lincoln, California (the "Site") each hereinafter referred to as a "**PROJECT**"; and

WHEREAS, **ARCHITECT** submitted a proposal to **DISTRICT** for **ARCHITECT** to provide the Architectural services; and

WHEREAS, **DISTRICT** desires that **ARCHITECT** design each Project in conformance with the Educational Program specification; and

WHEREAS, **ARCHITECT** shall utilize Architects licensed in the State of California to provide Architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - EMPLOYMENT OF ARCHITECT; PROJECT ADDENDA; TERM

1.1 **DISTRICT** directly employs **ARCHITECT** pursuant to Government Code Section 53060 as **ARCHITECT** to perform the necessary professional services, including, but not limited to, those hereinafter set forth in connection with the **PROJECT. ARCHITECT** shall name a specific person as Project Architect, subject to approval of the **DISTRICT.** The Project Architect shall provide construction administration services as defined of the **PROJECT** and act as principal contact with the **DISTRICT, ARCHITECT'S** consultants, engineers, and with all inspectors on the **PROJECT.** Any change by **ARCHITECT** of the Project Architect shall be subject to approval by the **DISTRICT.** Project Architect is to be determined.

1.2 Each Project under this Agreement shall be described by the District in an amendment to this Agreement, which shall be attached hereto as an addendum (each, a "Project Addendum"). Each Project Addendum shall include a Project scope developed with the Architect, a determination of whether the Project is intended to be split into multiple prime contracts, a Project schedule, and such other amendments, modifications or addenda set forth in the Project Addendum. Architect shall only commence work under this Agreement when authorized by the District in writing. District makes no representation or guarantee that any Project will be made part of this Agreement through a Project Addendum.

8.5.1

1.3 The term of this Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter, unless (i) extended by mutual written agreement of the parties or (ii) earlier terminated as provided herein.

ARTICLE II - -ARCHITECT'S SERVICES

2.1 **ARCHITECT** accepts employment and agrees to perform the necessary professional architectural, engineering, and construction administration services in a professional manner, consistent with the standards of the profession and as a member of the District's design team.

2.2 Communication with the **DISTRICT. ARCHITECT** shall participate in consultations and conferences with other team members, authorized representatives of the **DISTRICT** and/or other local, regional, or state agencies concerned with the **PROJECT** necessary for the development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and the **DISTRICT.** Such consultations and conferences shall continue through the planning and construction of the **PROJECT** and the contractor's warranty period. **ARCHITECT** shall only take direction from staff specifically designated by the **DISTRICT** (the "District Representative") The District Representative for the **PROJECT** shall be Heather Steer. The **DISTRICT** hereby certifies that the District Representative has been duly authorized by the **DISTRICT'S** Governing Board to represent the **DISTRICT** on the **PROJECT.** The **DISTRICT** may designate new and/or different individuals to act as **DISTRICT** Representative from time to time.

2.2.1 Hiring of Consultants and Personnel.

2.2.1.1 **ARCHITECT** shall have the option, unless given written objection of the **DISTRICT,** to employ, at its expense, architects, engineers, or other persons qualified and licensed to render services in connection with the planning and/or administration of the **PROJECT,** and to delegate to them such duties as **ARCHITECT** may delegate without relieving **ARCHITECT** from administrative or other responsibility under this Agreement. **ARCHITECT** shall be responsible for the coordination and cooperation of **ARCHITECT'S** consultants. **ARCHITECT** shall notify the **DISTRICT** of the identity of all consultants prior to their commencement of work.

2.2.1.2 All architects, engineers, experts and consultants retained by **ARCHITECT** in performance of this Agreement shall be licensed to practice in their respective professions, where required by law.

2.2.1.3 Engineers and consultants hired by **ARCHITECT** shall be

required to show evidence of a policy of professional liability and/or project insurance, if available, meeting the same requirements set forth in Article 12 hereof

2.2.1.4 ARCHITECT shall promptly obtain written DISTRICT approval of assignment and/or reassignment or replacement of such engineers or consultants or of other staff changes of key personnel working on the PROJECT. Any changes in ARCHITECT'S consultants and staff shall be subject to approval by the **DISTRICT.**

2.2.1.5 Drafters and other clerical personnel shall be retained by **ARCHITECT** at **ARCHITECT'S** sole expense.

2.2.2 Schematic Design Phase of Project

2.2.2.1 **ARCHITECT** shall review the District's program to ascertain the requirements of the Assigned Project and shall arrive at a mutual understanding of such requirements with the District.

2.2.2.2 ARCHITECT shall provide a written preliminary evaluation of the District's program, schedule and construction budget requirements, subject to the limitations set forth in this Agreement.

2.2.2.3 **ARCHITECT** shall prepare Preliminary Schematic Design Documents for each Assigned Project which shall consist of Drawings and other documents which illustrate the principal components of the Assigned Project and the relationship of the principal components of the Assigned Project. The Preliminary Schematic Design Documents shall also include an outline of the Specifications.

2.2.2.4 Upon completion of the Schematic Design Documents, the **ARCHITECT** shall provide the District with copies of the same for the District's review. The District will provide its comments on a timely basis for inclusion in the Design Development Phase of the Project.

2.2.3 Design Development Phase of Project.

2.2.3.1 On specific written approval by the **DISTRICT** of the plan, budget and estimate in response to the Educational Specifications, as developed by the **ARCHITECT** and presented to and approved by the Western Placer School Board, **ARCHITECT** shall prepare design development documents sufficient to fix and describe the size and character of the **PROJECT'S** structural, mechanical, and electrical systems, types and makeup of materials and outline specifications for presentation to the **DISTRICT'S** Governing Board for approval. Such drawings and plans

shall meet the requirements of the State Department of Education Regulations (California Code of Regulations, Title 5, 14000 et. seq.) and guidelines and shall be prepared in such form as may be submitted to the State Department of Education for approval.

2.2.3.2 **ARCHITECT** shall provide a complete set of the design development documents described in Section 2.2.2.1 for the **DISTRICT'S** review and approval. Additionally, at **DISTRICT** expense, **ARCHITECT** shall provide copies of such documents as required by any federal, state, regional, or local agencies concerned with the **PROJECT**, including, but not limited to, the State Department of Education, the Division of State **ARCHITECT**, the Department of General Services, and any other appropriate federal, state, local, or regional regulatory bodies. Any additional copies required shall be provided at **DISTRICT'S expense.** Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), OPSC and California Department of Education in connection therewith.

2.2.3.3 **ARCHITECT** shall assist the **DISTRICT** in refining the project budget in the format required by the **DISTRICT**, or if applicable, by the school construction funding agency identified by the **DISTRICT.** The purpose of the cost estimate is to show probable cost in relation to the **DISTRICT'S** budget. If **ARCHITECT** perceives site considerations which render the **PROJECT** expensive or cost prohibitive, **ARCHITECT shall** disclose such conditions in writing, to the **DISTRICT** immediately.

2.2.3.4 A design development value engineer budget assessment process will be initiated by the **ARCHITECT.** Upon completion of the budget analysis, the **ARCHITECT** will identify areas within the project that may exceed the scope or budget of the project that differs from the original proposal accepted by the Western Placer School Board. Each scope change, budget change and value engineering option will be documented and presented to the **DISTRICT** representative for consideration. Upon direction from the **DISTRICT**, the **ARCHITECT** will implement the value engineering options into the drawings in order to maintain the approved scope, and budget of the project. All value engineering options proposed will comply with the State Department of Education, Division of State Architect, Department of General Services and any other appropriate federal, state, regional or local regulatory bodies.

2.2.3.5 **ARCHITECT** shall assist the DISTRICT in providing a timetable for completion of the **PROJECT.**

2.2.3.6 **ARCHITECT** shall apply for and obtain required approvals from the Division of State Architect and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities for the securing of priorities, materials and as an aid in the construction of the **PROJECT** and obtain final **PROJECT** approval and acceptance by said agency as required. The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card, and (c) coordinating with the Owner, Contractor, any Construction Manager, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project. The Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees.

2.2.3.7 **ARCHITECT** shall provide a color schedule of all materials and selections of textures, finishes, and other matters involving an aesthetic decision in the **PROJECT** for the **DISTRICT'S** review and approval.

2.2.4 Building Permits and Conformity to Legal Requirements.

2.2.4.1 **ARCHITECT** shall cause drawings and specifications to conform to applicable requirements of law, local, regional, and state, and to requirements of the Division of State Architect (structural safety, fire/life safety, and access compliance section), Department of General Services, Office of Public School Construction and the State Department of Education, whose approval of the drawings and specifications must be obtained, and shall cause the necessary copies of such drawings and specifications cost estimates in proper format and any other related documents to be filed with these bodies for approval.

2.2.4.2 **ARCHITECT** will use its best professional efforts to interpret applicable ADA requirements and California law to inform the **DISTRICT** of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of the law. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of **ARCHITECT.**

2.2.5 Construction Documents and Specifications.

2.2.5.1 On specific written approval by the **DISTRICT** of the plans described in Section 2.2.2.4 of this article, **ARCHITECT** shall prepare construction documents and specifications as are necessary for obtaining bids and execution of work. Such working drawings shall be developed from the design development drawings approved by the **DISTRICT**. The construction documents and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical and electrical systems and utility service connection equipment and site work. It shall be the **DISTRICT'S** responsibility to supply **ARCHITECT** with the necessary information to determine the proper location of all improvements on existing sites, including record drawings ("as-built drawings") in the **DISTRICT'S** possession. **ARCHITECT** will make a good-faith effort to verify the accuracy of such information and as-built drawing by means of an interior and exterior visual survey of site conditions. **DISTRICT** shall make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to **ARCHITECT** which may not be shown on the as-built drawings. The final working drawings and specifications must be in such form as will enable **ARCHITECT** to secure the required permits and approvals from the Division of State Architect and local agencies and for the **DISTRICT** to obtain, by competitive bidding, a responsible bid. The Architect shall be entitled to rely upon the accuracy and completeness of services, information, surveys and reports provided or furnished by the District; however, the Architect shall advise the District if it becomes aware of any error or deficiency in said services, information, surveys and reports.

The final working drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by **ARCHITECT**.

2.2.5.2 Cost Adjustment and Value Engineering Review. The **ARCHITECT** shall conduct cost adjustment and value engineering reviews at 50% completion of the construction documents. The **ARCHITECT** will submit a 50% and 90% set of the construction documents for the DISTRICT's review. Upon completion of these value engineering exercises, the **ARCHITECT** will develop a schedule of bid alternates to incorporate into the construction documents for the public bid process for additional project budget maintenance.

2.2.5.3 **DISTRICT** shall review and approve the final working drawings and specifications presented to it by **ARCHITECT** and make any necessary revisions or obtain approval of such final

plans by **DISTRICT'S** Governing Board, subject to the approval of the' Division of State Architect. **ARCHITECT** shall make all **DISTRICT**-requested changes, additions, deletions, and corrections in the final working drawings and specifications so long as they are not in conflict with the project budget, the requirements of public agencies having jurisdiction or prior approval, inconsistent with earlier **DISTRICT** direction, or inconsistent with **ARCHITECT'S** professional judgment. **ARCHITECT** shall bring any such conflicts and/or inconsistencies to the attention of the **DISTRICT.**

2.2.5.4 It is understood by **ARCHITECT** that should final working drawings and specifications be ordered by the **DISTRICT,** the **DISTRICT** shall specify the sum of money set aside to cover the total cost of the construction including a project contingency of the work exclusive of **ARCHITECT'S** fees. Should it become evident that the total construction cost will exceed the specified sum, after consideration of additive alternates, **ARCHITECT** will present a statement in writing to the **DISTRICT** representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. In the event that bids received by the **DISTRICT** from contractors for the construction of the work indicate the work cannot be constructed in accordance with the plans and specifications furnished by **ARCHITECT** for the specified sum as defined in Article 2, Section 2.2.8.2, **ARCHITECT** shall, if requested by the **DISTRICT,** and without extra compensation therefore, so revise the plans and specifications for the work that the construction may be completed for the total cost which does not exceed the specified sum or so that certain portions of the **PROJECT** may be omitted, deferred, or separately bid, provided that scope of work that exceeded the bid amount was not additional project scope directed by the **DISTRICT** to the **ARCHITECT** to include in the bid package.

2.2.5.5 **ARCHITECT** shall provide a complete set of the final working drawings and specifications described in Article 2, Section 2.2.6.1, for the **DISTRICT'S** review and approval. Additionally, at **DISTRICT'S** expense, **ARCHITECT** shall provide copies of such documents as required by federal, state, regional, or local agencies concerned with the **PROJECT,** including the State Department of Education and the Division of State **ARCHITECT.** Any additional copies required shall be provided at **DISTRICT'S** expense.

2.2.6 Construction Contract Documents.

2.2.6.1 If so required by the **DISTRICT, ARCHITECT** shall assist the **DISTRICT** in the completion of construction documents, including, but not limited to, Advertisement for Bids,

Information for Bidders, Bid Forms (including Alternate Bids as requested by the **DISTRICT**), **Bonds**, **General Conditions**, Special Conditions, Agreement, Veteran Business Enterprise preferences, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the **DISTRICT** and the **DISTRICT'S** counsel. At the time of delivery of the aforementioned construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), **ARCHITECT** shall provide the **DISTRICT** with its final estimate of probable construction cost ("Final Estimate").

2.2.7 Bid Phase.

2.2.7.1 Following the **DISTRICT'S** approval of the Construction Documents and Final Estimate, **ARCHITECT** shall provide the **DISTRICT** one set, of reproducible construction documents.

2.2.7.2 Upon the request of the **District**, **Architect** shall also assist the **District** in obtaining bids, and shall assist the **District** in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. Upon such request, either on its own or in cooperation with the **District**, the **Architect** shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the **District** as to whether, in the **Architect's** professional opinion, a bidder meets the minimum requirements.

2.2.7.3 If the lowest responsive bid on the **PROJECT** exceeds the final estimate after the use of any bid alternates developed by the **ARCHITECT**, **DISTRICT** may request **ARCHITECT** to amend the final drawings and specifications to rebid the **PROJECT** so that bids are within estimate. At the request of the **DISTRICT**, **ARCHITECT** shall provide specifications which include alternate bids as deemed advisable by **DISTRICT**.

2.2.8 Observation of Project. Observation of the work executed from the final working drawings and specifications shall be in person by **ARCHITECT** provided that the **DISTRICT** may, in its discretion, consent to such observation by a competent representative of **ARCHITECT**.

2.2.9 Construction of Project. **ARCHITECT** shall provide general administration of the Construction Documents, including, but not limited to, the following:

2.2.9.1 **ARCHITECT** shall conduct a pre-construction meeting with

all interested parties.

2.2.9.2 Weekly site visits to observe (as opposed to an inspection that is performed by the **DISTRICT'S** Inspector)the Contractor's work for general conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and contractor's schedule. However, the **ARCHITECT** does not guarantee the performance of the Contractor's Contract or work, nor is the **ARCHITECT** responsible for the means and methods, techniques, sequences, safety preparations and programs of construction which are solely the responsibility of the Contractor. Seventy Two (72) weekly site visits are included in the scope of service, based on an eighteen (18) month construction schedule. Site visits required in addition to this are considered additional services under the provisions of Article 2.2.

2.2.9.3 As Built Documentation prepared by the General Contractor shall be submitted to the Architect and reviewed for general completeness. The General Contractor is solely responsible for the accuracy of these documents. Upon review for completeness, Architect to forward documents to the District.

2.2.9.4 Engineers and other consultants, as may be hired by **ARCHITECT** pursuant to Section 2.2.1 of this article, to observe the work completed under their engineering disciplines as required, and approve and review all test results for general conformance with the original approved documents for their portion of the **PROJECT**.

2.2.9.5 Make regular reports as may be required by the applicable federal, state, regional, or local agencies.

2.2.9.6 Attend all construction meetings provide written reports to **DISTRICT** after each construction meeting, to keep **DISTRICT** informed of the progress of the work. Such meetings shall occur concurrent to visits determined in Article 2.2.8.2.

2.2.9.7 Make written reports to the **DISTRICT** as necessary to inform **DISTRICT** of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.

2.2.9.8 Assist the **DISTRICT** in keeping records of construction progress and time schedules and advise contractor and the **DISTRICT** of any deviations from the time schedule which would delay timely completion of the **PROJECT**.

2.2.9.9 Review and process, in a timely manner, all required material and test reports and report to the Division of State

Architect, the Contractor, and the **DISTRICT** any deficiencies in material as reflected by those reports, with recommendation for correction of such deficiencies.

2.2.9.10 Review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, and other submissions of the contractor and subcontractors for compliance with design and specifications, and to ensure timely and uninterrupted progress of the work.

2.2.9.11 Promptly reject, as discussed with the **DISTRICT**, work or materials which do not conform to the Construction documents and notify the **DISTRICT** of such rejection.

2.2.9.12 Consult with the **DISTRICT**, in a timely manner, with regard to substitution of materials, equipment, and laboratory reports thereof prior to the final approvals of such substitutions by the **DISTRICT** in writing. Contractor substitutions that will require the **ARCHITECT** to redraw the construction documents, will be considered as an additional service.

2.2.9.13 **ARCHITECT'S** responsibility shall include the preparation of all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications and such modifications therein as may be necessary to drawings and specifications during construction, at no additional expense to the **DISTRICT**.

2.2.9.14 Evaluate and advise the **DISTRICT**, in a timely manner and in writing, of any change requests, material change or changes, requested or necessary, in the plans and specifications of the **PROJECT**. **ARCHITECT** shall not order contractors to make any changes affecting contract price without approval by the **DISTRICT** of a written change order, pursuant to the terms of the Construction Documents. **ARCHITECT** may order, on its own responsibility and pending the Board's approval, changes necessary at the time to meet construction emergencies if written approval of the **DISTRICT** representative is first secured.

2.2.9.15 Examine Contractor's application for payment and issue certificates for payment in amounts approved by the Inspector.

2.2.9.16 Coordinate final color and product selection with the **DISTRICT'S** original design concept.

2.2.9.17 Determine date of substantial completion.

2.2.9.18 After determining the **PROJECT** is substantially complete, **ARCHITECT** shall visit the **PROJECT** and review the punch list prepared by the contractor, including minor items ("punch list items"). **ARCHITECT** shall notify contractor in writing that all deficiencies and punch list items that must be corrected prior to acceptance of the **PROJECT** and final payment. **DISTRICT** shall be notified of all deficiencies and punch list items. The **ARCHITECT** as part of its basic services as defined in 2.2.8.2 above, shall advise the **DISTRICT** of any deficiencies in construction based on observations during any regular, periodic or any special visits to the site, as opposed to inspection as performed by the **DISTRICT'S** inspector, following the acceptance of the work and prior to the expiration of the guarantee period of the **PROJECT.** **ARCHITECT** shall not be responsible for the means and methods, techniques, sequences, safety preparations and programs of construction.

2.2.9.19 The **ARCHITECT** shall provide consultation with the **DISTRICT**, if reasonably necessary, in addition to Contractor's responsibility to review and forward materials to the **DISTRICT** of written warranties, guarantees, Owner's manuals, instruction books, diagrams, record drawings "as-built", and any other materials as required and provided by the Contractors and subcontractors.

2.2.9.20 Cause engineers and other consultants, as may be hired by **ARCHITECT** pursuant to Section 2.1.2 of this article, to file required documentation with governmental authorities necessary to close out the **PROJECT.**

2.2.9.21 Record Drawings.

2.2.9.21.1 Contractor shall maintain on site reproducible copies of construction documents. These documents shall be maintained in condition current with all issued change orders. Contractor shall record, among other things, location of concealed pipe, buried conduit runs and other similar elements within the completed project.

2.2.9.21.2 On approval by the **DISTRICT** Representative of the Contractor's completed record drawings, **ARCHITECT** shall forward to the **DISTRICT**, at the DISTRICT'S expense, the complete set of original and/or reproducible duplicate drawings.

2.2.9.21.3 Prior to the receipt of **ARCHITECT'S** final payment, **ARCHITECT** shall forward to the **DISTRICT** one clear and legible set of reproductions of the computations, the original copy of the specifications, the record drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and **ARCHITECT'S** Certification of Completion.

2.2.9.22 Provide advice to the **DISTRICT** on apparent deficiencies in construction during one-year warranty period following acceptance of the work.

2.3 Additional Services of **ARCHITECT**. At **DISTRICT'S** request, **ARCHITECT** may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. The **DISTRICT** agrees to pay **ARCHITECT** for such services, pursuant to Section 4.2 hereof, if such services cause **ARCHITECT** additional expense and are necessitated due to unusual circumstances and through no fault or neglect on the part of the **ARCHITECT**. No additional compensation shall be paid to **ARCHITECT** for performing such services unless the **DISTRICT** and **ARCHITECT** agree in writing as to the amount of compensation for such services prior to such service being rendered. Such services may include, but shall not be limited to:

2.3.1 Plan preparation and/or administration of work on portions of the **PROJECT** separately bid.

2.3.2 Assistance to the **DISTRICT**, if requested for the selection of moveable furniture, equipment, or articles which are not included in Construction Documents.

2.3.3 Services caused by delinquency, default, or insolvency of Contractor or by major defects in the work of the Contractor in the performance of the construction contract.

2.3.4 Revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instruction previously given and due to causes beyond the control of **ARCHITECT**.

2.3.5 Serving as an expert witness on **DISTRICT'S** behalf not as a result of errors and omissions of the **ARCHITECT** or in which the **ARCHITECT** is not otherwise a party to any litigation, arbitration or mediation as the case may be.

2.3.6 Supervision of repair of damages to structure.

2.3.7 Additional work required for environmental conditions, asbestos, site conditions.

2.3.8 Additional work required due to the **DISTRICT** adding additional scope or changes to the scope of the project.

ARTICLE III -DISTRICT RESPONSIBILITIES

8.5.12

DISTRICT'S responsibilities shall include the following:

3.1 Provide to the **ARCHITECT** the educational specifications for the **PROJECT.**

3.2 Make available to **ARCHITECT** all necessary data and information concerning the purpose and requirements of the **PROJECT,** including realistic scheduling and budget limitations.

3.3 Depending upon the scope of the **PROJECT,** furnish **ARCHITECT** with, or direct **ARCHITECT** to procure at **DISTRICT'S** expense, a survey of the **PROJECT** site preparation by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information. **DISTRICT** shall also provide a soils investigation report and a geological report.

3.4 The **DISTRICT** shall furnish the services of a geotechnical engineers to provide the reports and information needed by the **ARCHITECT'S** structural engineer as well as the Division of State Architects.

3.5 District shall determine whether the project is exempt from the requirements of the California Environmental Quality Act. If applicable, the **DISTRICT** shall provide **ARCHITECT** with a copy of any mitigation measures for the Project adopted by the **DISTRICT** pursuant to the California Environmental Quality Act.

3.6 The **DISTRICT** shall furnish technology guidelines to provide the information needed by the **ARCHITECT** and the **ARCHITECT'S** electrical engineer to provide a comprehensive technology system for the **PROJECT.**

3.7 Appoint and pay, upon mutual agreement with **ARCHITECT,** an Inspector of Record as provided by state law. Said Project Inspector shall be qualified and approved by **ARCHITECT** and by the Division of State Architect, shall be responsible to, and act in accordance with the policies of, the **DISTRICT.** Construction administration by **ARCHITECT** and its consultants shall be in addition to the continuous personal supervision of the Project Inspector.

3.8 Assist **ARCHITECT** in the distribution of plans to bidders and conduct the opening of bids on the **PROJECT,** if applicable.

3.9 Conduct chemical, mechanical, or other tests required for proper design of the **PROJECT.** Furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.

8.5.13

3.10 Insure that the **DISTRICT** retains a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

3.11 Insure that the **DISTRICT** directly pays or reimburses the payment of all fees required by any reviewing or licensing agency.

3.12 Designate a representative authorized to act as liaison between **ARCHITECT** and **DISTRICT** in the administration of this Agreement and the Construction documents. Such person or persons shall assist **ARCHITECT** in making observations and preparing the list of deficiencies required by Section 2.2.9.18 hereof, and accompany **ARCHITECT** and contractor on the final inspection.

3.13 Review all documents submitted by **ARCHITECT**, including change orders and other matters requiring the **DISTRICT'S** Governing Board approval or approval of **DISTRICT** officials. Advise **ARCHITECT** of decisions pertaining to such documents within a reasonable time after submission.

3.14 Notify **ARCHITECT** if any deficiencies in material or workmanship become apparent during contractor's warranty period.

3.15 The **DISTRICT** shall provide **ARCHITECT** with any and all standards for security and/ or a security consultant (at the **DISTRICT'S** expense) to provide the information needed by the **ARCHITECT** to include such a comprehensive School Security system for the **PROJECT.** Consultation and standards for School Security Systems to prevent acts of terrorism or other crimes (other than for nuisance vandalism) are not the responsibility of the **ARCHITECT.**

ARTICLE IV - ARCHITECT'S FEE

4.1 The **DISTRICT** shall pay to **ARCHITECT**, for the performance of all services rendered herein, a fixed fee or hourly maximum fee dependent on the project, plus reimbursables (mileage excluded), which constitutes complete payment for **ARCHITECT'S** services under this Agreement (see attached breakdown of **PROJECT** by phase and fee allocation, as applicable, contained on Exhibit A, incorporated herein by reference).

4.2 Payment for Additional Services. **ARCHITECT** shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by the **DISTRICT'S** governing Board:

4.2.1 Each portion of the **PROJECT** let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee.

8.5.14

4.2.2 Two percent of the cost of furnishings, equipment, or other articles incorporated in the Construction Documents by **ARCHITECT** and not included in the cost of the work, as defined in paragraph 4.1 above.

4.2.3 For services in addition to the basic services of **ARCHITECT** set forth in Article 21 hereof, a fee to be agreed upon by the parties in writing prior to performance of such services by **ARCHITECT**, which fee may be a flat amount or **ARCHITECT'S** standard hourly rates.

4.2.4 Special consultants outside of original scope of contract, prior approval of which is required, shall be paid at a multiple of 1.25 times the amount billed to **ARCHITECT** for services, except those hired pursuant to Section 2.1.2.

4.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for basic and additional services (as set forth in Article 2 and Article 4.2, above) and include expenses incurred by **ARCHITECT** and **ARCHITECT'S** employees and consultants in the interest of the **PROJECT** shall be paid at a multiple of 1.05 times the amount of expense, as identified in the following clauses:

4.3.1 Fees paid for securing approval of authorities having jurisdiction over the **PROJECT.**

4.3.2 Expenses of reproductions of drawings and specifications.

4.3.3 Other costs/expenses preauthorized by the **DISTRICT.**

ARTICLE V - PAYMENTS TO ARCHITECT

5.1 **ARCHITECT'S** compensation shall be paid by the **DISTRICT** to **ARCHITECT** monthly, incrementally, based upon the percentage of work completed.

5.2 In order to receive payment, **ARCHITECT** shall present to **DISTRICT** a claim for payment for approval by the **DISTRICT'S** authorized representative, which claim shall designate services performed, percentage of work completed and amount to be paid.

5.3 Payments made for extra work or special services shall be made, in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.

5.4 Upon cancellation or termination of this Agreement, **ARCHITECT** shall be compensated as set forth in Article VIII hereof.

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ARTICLE VI - INSTRUCTIONS TO PROCEED

ARCHITECT is not to proceed with performance of any services under this Agreement without first securing verbal or written authorization from the **DISTRICT** to do so.

ARTICLE VII - TIME SCHEDULE

7.1 The **Architect** agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District.

7.2 Any delays in **ARCHITECT'S** work because of the actions of the **DISTRICT** or its employees, those in direct contractual relationship with the **DISTRICT**, by a governmental agency having jurisdiction over the **PROJECT**, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of **ARCHITECT**, shall be added to the time for completion of any obligations of **ARCHITECT**. The **DISTRICT** shall not be liable for damage to **ARCHITECT** on account of such delays.

7.3 Should **ARCHITECT** make an application for an extension of time, **ARCHITECT** shall submit evidence that the insurance policies required by Article XII remain in effect during the requested additional period of time.

ARTICLE VIII - SUSPENSION, ABANDONMENT, TERMINATION

8.1 The **DISTRICT** hereby reserves the right to suspend or abandon at any time all or any of the design development, construction documents or construction work on the **PROJECT** or to terminate this Agreement at any time. In the event of such suspension, abandonment, or termination, **ARCHITECT** shall be paid pursuant to the schedule of payments set forth in Articles IV and V of the Agreement for services rendered up to the date of such suspension, abandonment, or termination, less any damages suffered by the **DISTRICT** as a result of the default, if any, by **ARCHITECT**. **ARCHITECT** hereby expressly waives any and all claims for damages or compensation arising under this Contract, except as set forth herein, in the event of such suspension, abandonment, or termination.

8.2 If **ARCHITECT'S** services are suspended by the **DISTRICT**, the

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DISTRICT may require **ARCHITECT** to resume services within ninety (90) days after written notice from the **DISTRICT.**

8.3 Upon suspension, abandonment, or termination, **ARCHITECT** shall turn over to the **DISTRICT** all preliminary studies, sketches, working drawings, specifications, computations, and all other matters to which the **DISTRICT** would have been entitled at the completion of **ARCHITECT'S** services. Upon payment of the amount required to be paid under this article following the termination of the Agreement, the **DISTRICT** shall have the rights, as enumerated in Article IX, hereinafter, to use any completed contract documents or other work product prepared by **ARCHITECT** under this Agreement. **ARCHITECT** shall make such documents available to the **DISTRICT** upon request and without additional compensation.

8.4 In the event of a dispute between the parties as to performance of the work or the interpretation of this **AGREEMENT**, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, **ARCHITECT** agrees to continue the work diligently to completion and **DISTRICT** agrees to make progress payments, except the **DISTRICT** may withhold only those funds which are in dispute. If the dispute is not resolved, **ARCHITECT** agrees it will neither rescind the **AGREEMENT** nor stop the progress of the work, as long as owner continues to show a good faith effort to resolve the dispute by mediation or other means.

ARTICLE IX - OWNERSHIP AND USE OF DOCUMENTS

9.1 Pursuant to Education Code Section 17316, all designs, plans, specifications, studies, drawings, estimates and other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to beprepared by the Architect pursuant to this Agreement shall be and remain the property of the **DISTRICT** for all purposes, not only as they relate or may relate to the PROJECT (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project).

9.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer

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disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than ten (10) years. Architect shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

9.3 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, not only as they relate or may re-late to this the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this the Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this the Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consult-ants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

9.4 The compensation for this the Project includes compensation not only for any use in connection with this the Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this the Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

9.5 ARCHITECT represents and warrants that **ARCHITECT** has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, or other documents that **ARCHITECT** prepares or causes to be prepared pursuant to this Agreement. **ARCHITECT** shall

indemnify and hold the **DISTRICT** harmless pursuant to Article X of this Agreement for any breach of Article IX. **ARCHITECT** makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than **ARCHITECT** and provided to **ARCHITECT** by the **DISTRICT**.

9.6 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents under this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE X - INDEMNITY

10.1 To the fullest extent permitted by law, **ARCHITECT** agrees to indemnify, defend and hold **DISTRICT** entirely harmless from all liability arising out of:

10.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to **ARCHITECT'S** employees or **ARCHITECT'S** contractor's employees arising out of **ARCHITECT'S** work under this Agreement; and

10.1.2 Any claim, loss, injury to or death of persons or damage to property caused by any negligent professional act or omission in the performance of professional services pursuant to this **AGREEMENT** (including without limitation acts or omissions which constitute negligence per Se) of the **ARCHITECT** or any person, firm or corporation employed by the **ARCHITECT**, either directly or by independent contract, including damages due to loss or theft sustained by any person, firm or corporation including the **DISTRICT**, arising out of or in any way connected with the **PROJECT**, including injury or damage either on or off **DISTRICT** property; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of **DISTRICT** or of other third parties for which the Architect is not legally liable.

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The Architect's obligation to indemnify under this section does not include the obligation to defend actions or proceedings brought against the District but rather to reimburse the District for attorney's fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent actually caused by the Architect; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

10.1.3 Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of the **ARCHITECT**, or person, firm or corporation employed by the **ARCHITECT**, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the **DISTRICT**, arising out of, or in any way connected with the **PROJECT**, including injury or damage either on or off **DISTRICT** property; but not for any loss, injury, death or damage caused by the sole or active negligence or willful misconduct of **DISTRICT**. The **ARCHITECT at ARCHITECT'S own** expense, cost and risk, shall indemnify and defend any and all claims, actions, suits or other proceedings that may be brought or instituted against the **DISTRICT**, its officers, agents or employees, on any such claim or liability covered by this subparagraph 10.1.3, and shall pay or satisfy any judgment that may be rendered against the **DISTRICT**, its officers, agents or employees in any action, suit or other proceedings as a result of coverage under this subparagraph 10.1.3.

ARTICLE XI - INSURANCE

ARCHITECT shall maintain in full force and effect, at its sole cost and expense, from the time this Agreement is entered into until the date of acceptance of the work by the **DISTRICT**, insurance as set forth in this article. **ARCHITECT** shall furnish to the **DISTRICT** a certificate of insurance evidencing the required coverage's. The **DISTRICT** shall not be obligated to make any payment to **ARCHITECT** until after its receipt and acceptance of said certificate.

11.1 Workers' compensation insurance as required by applicable laws, and employer's liability insurance, with a limit of not less than $1,000,000.

11.2 Commercial general liability insurance for bodily injury and property damage liability, the limits of which shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate.

11.3 Professional liability insurance coverage of $1,000,000 and

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at least $500,000 from **architect's** consultants.

11.4 The **DISTRICT** may require **ARCHITECT** to obtain a non-cancellable policy of **PROJECT** insurance for duration of three years after completion of the **PROJECT.** If the **DISTRICT** requires **ARCHITECT** to obtain **PROJECT** insurance, such insurance shall begin when construction begins, at which time **ARCHITECT** shall provide evidence of the existence of such policy to the **DISTRICT. The** cost of such insurance shall be borne by the **DISTRICT.**

ARTICLE XII - RECORDS

ARCHITECT shall maintain records of direct personnel and reimbursable expenses pertaining to the extra and special services of the **PROJECT** that are compensable by other than a flat rate on a generally recognized accounting basis. Such records shall be available to the **DISTRICT** or its authorized representative for inspection or audit at any reasonable time. **ARCHITECT** shall maintain all records concerning the **PROJECT** for a period of three years after its completion.

ARTICLE XIII - STANDARDIZED MANUFACTURED ITEMS

ARCHITECT shall cooperate and consult with the **DISTRICT** in use and selection of manufactured items on the **PROJECT,** including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the **DISTRICT'S** criteria to the extent such criteria do not interfere with building design, and meet applicable building codes.

ARTICLE XIV - MEDIATION

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The parties shall select a disinterested third-person mediator within a reasonable period of time, mutually agreed to by the parties. The mediation shall be commenced within 30 days of the selection of the mediator. If the parties elect to mediate but fall to select a mediator within a 15 day period, any party may petition the Superior Court of Orange County to appoint the mediator.

ARTICLE XV - COMPLIANCE WITH THE LAWS

ARCHITECT'S work shall comply with and meet applicable requirements of federal, state, regional, or local law, including, but not limited to, the Uniform Building Code, the Education Code, Title 21 and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General

Services.

ARTICLE XVI - INDEPENDENT CONTRACTOR

16.1 **ARCHITECT**, in the performance of this **AGREEMENT**, shall be and act as an independent contractor. **ARCHITECT** understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the **DISTRICT**, and are not entitled to benefits of any kind or nature normally provided employees of the **DISTRICT** and/or to which **DISTRICT'S** employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. **ARCHITECT** assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this **AGREEMENT**. **ARCHITECT** shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective **ARCHITECT'S** employees.

16.2 The **DISTRICT** understands that the **ARCHITECT'S** scope of services does not include any services related to asbestos or hazardous materials except to adequately describe on the plans and specifications all areas identified by any **DISTRICT** Hazardous Materials Consultant, if any. Likewise the **DISTRICT** understands that the **ARCHITECT'S** scope of services does not include any services related to the School Security System.

16.3 The **DISTRICT** further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the **ARCHITECT**, its officer, directors and employees for any and all damages, liabilities and costs, including reasonable attorney's fees and defense costs, arising in any way from the existence of hazardous or toxic materials on or about the site as a result of the specification inclusion provided by the consultant into the Contract Documents and subsequent construction coordination except to the extent **ARCHITECT** fails to properly identify those areas identified in the Hazardous Materials Consultant's Environmental report. The **DISTRICT** further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the **ARCHITECT**, its officer, directors and employees for any and all damages, liabilities and costs, including reasonable attorney's fees and defense costs, arising in any way from the failure to adequately provide a School Security System, except to the extent that the **ARCHITECT** fails to adequately describe on the plans and specifications such School Security Systems as provided by the **DISTRICT** or its consultant.

ARTICLE XVII - SUCCESSORS IN INTEREST AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators, and assigns of each party to this Agreement, provided, however that neither the District

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nor the **ARCHITECT** shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the **DISTRICT'S** Governing Board and the Architect. Any attempted assignment without such consent shall be invalid.

ARTICLE XVIII - NO RIGHTS IN THIRD PARTIES

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

ARTICLE XIX - MISCELLANEOUS

The following terms and conditions shall be applied to this Agreement:

19.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

19.2 Entire Agreement. This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises, or agreements have been made by any persons which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

19.3 Severability. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

19.4 Non-Waiver. None of the provisions of this Agreement shall be waived by either party unless such waiver is specifically specified in writing.

19.5 Supplemental Conditions. Any supplemental conditions shall be attached as an exhibit to this Agreement and incorporated herein by reference.

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IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this ____ day of _____, **2014.**

DISTRICT

Western Placer Unified School District

_____
(Signature)

_____
(Print)

Approved as to Form Content:

By:

_____

_____
(Print)

ARCHITECT

LPA, INC.

_____
(Signature)
Robert O. Kupper, AIA, LEED® AP
Chief Executive Officer
(Print)

8.5.24

EXHIBIT A

PROPOSED COMPENSATION

PROJECTS CONTRACTED UNDER FIXED FEE

Modernization Fee Schedule – Percentage of Construction		
First $1 million	@	12.0%
Next $1 million	@	11.5%
Next $1 million	@	11.0%
Next $5 million	@	10.0%
Next $5 million	@	9.0%
Above $13 million	@	8.0%

New Construction Fee Schedule – Percentage of Construction		
First $1 million	@	9.0%
Next $1 million	@	8.5%
Next $1 million	@	8.0%
Next $5 million	@	7.0%
Next $5 million	@	6.0%
Above $13 million	@	5.0%

Percentage Billing by Project Phase		
Programming	@	3.0%
Schematic Design	@	7.0%
Design Development	@	15.0%
Construction Documents	@	43.0%
DSA Review & Bidding	@	5.0%
Construction Admin	@	25.0%
DSA Close-Out & Certification	@	2.0%

PROJECTS CONTRACTED UNDER HOURLY FEE

Basic Hourly Rate Schedule

Principal	$215.00
Senior Project Director	$180.00
Project Director	$165.00
Senior Project Manager	$150.00
Managing Professional	$140.00
Senior Professional	$125.00
Professional	$115.00
Professional Staff	$105.00
Intermediate Staff	$ 95.00
Staff	$ 85.00
Support Specialist	$ 75.00
Clerical Staff	$ 70.00
Intern	$ 60.00

NOTE: These rates became effective January 1, 2013 and are subject to change annually.

8.5.25

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 Lease-Lease Back Agreement with Landmark Construction for Old District Office ADA Modifications for Division of State Architect Closeout

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick, Assistant Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 21

MEETING DATE:
November 7, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:
In the continuing process to certify previously non-closed out Division of State Architect construction projects, we are engaging in work at the Old District Office location to bring the ADA (American with Disabilities Act) features to the level in which they were called out for on the original construction plans. This involves a great deal of concrete work, new ramps, parking improvements, and other work as outlined by Rainforth Grau Architects.

The attached Lease-Lease Back Agreement notes a Guaranteed Maximum Price for this work of $60,357.60.

RECOMMENDATION:

Staff requests the Board approve the attached Lease-Lease Back Agreements and authorize the Assistant Superintendent to sign the agreements between Landmark Construction and WPUSD to perform the Old District Office ADA Modifications for DSA Closeout.

LEASE-LEASEBACK AGREEMENT

Dated as of November 6, 2014

Between

Western Placer Unified School District

and

Landmark Construction

Old D.O. ADA Modifications for DSA Closeout
810 J Street, Lincoln CA 95648

8.6.1

LEASE-LEASEBACK AGREEMENT
[INSERT PROJECT NAME]

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of November 19, 2014, by and between the Western Placer Unified School District, a school district organized and existing under the laws of the State of California (hereinafter called the "Owner"), and Landmark Construction, a corporation and contractor licensed by the State of California, with its principal place of business at 5948 King Road, Loomis CA 95650 (hereinafter called "Contractor"). Owner and Contractor together are the "Parties" to this Agreement.

RECITALS:

WHEREAS, the Owner intends to make ADA modifications at the Old District Office building to complete DSA Certification (the "School Facilities"), on the campus of The Old District Office Buildings, 810 J Street, Lincoln, CA; and

WHEREAS, in order to optimize the work that needs to be done for construction of the School Facilities, the Owner has determined that it is necessary to begin work as soon as possible so that the Project can be performed in a timely, cost-effective, and cooperative manner to meet the Owner's compressed time schedule for the planned completion and use of the School Facilities; and

WHEREAS, the Owner intends to undertake work, the scope of which is described generally in ***Exhibit A*** hereof at the School Facilities (the "Project"); and

WHEREAS, California Education Code Section 17406 permits the governing board of school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease; and

WHEREAS, in connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the "Site Lease"), under which it will lease the Project site described and depicted in ***Exhibit A*** of the Site Lease (the "Site") to Contractor in order for Contractor to construct the Project as described in the Scope of Work set forth in ***Exhibits A*** and ***B*** to this Agreement (the "Scope of Work"); and

WHEREAS, Contractor will lease the Site and the Project back to the Owner pursuant to a Sublease Agreement (the "Sublease"), under which the Owner will be required to make lease payments to Contractor for the use and occupancy of the Site, including the Project; and

WHEREAS, upon completion of the Project or termination of the Agreement, the Site Lease and Sublease automatically will terminate and title to the Site and Project automatically will vest with the Owner; and

WHEREAS, the Owner and Contractor desire to enter into this Agreement to ensure that the Project will meet the Owner 's expectations prior to the lease of the Site back to the Owner pursuant to the Sublease; and

8.6.2

WHEREAS, Contractor is experienced in the design and construction of the type of School Facilities and type of work desired by the Owner and is willing to perform said construction work for the Owner, all as more fully set forth this Agreement.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Owner and Contractor agree as follows:

TERMS AND CONDITIONS:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Old D.O. ADA Modifications for DSA Closeout

all in strict compliance with the plans, drawings and specifications therefore prepared by:

Rainforth Grau Architects
2407 J Street, Suite 202
Sacramento CA 95816
916-368-7990

and other contract documents relating thereto.

In accordance with Section 3300 of the Public Contract Code, Contractor has a Class "A and B" license that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that this Agreement, all of the documents listed in Article 1.1.1 of the General Conditions attached hereto (the "General Conditions"), the Site Lease, and the Sublease, together form the "Contract Documents," which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this contract, and the time of completion for this Project shall be 30 days from the date established in the Owner's Notice to Proceed, for completion of the entire Project.

Failure to complete the Project within these times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of this agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

8.6.3

Accordingly, the parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the times specified$100, for each calendar day by which completion of the Project, or portion thereof, is delayed beyond the completion dates specified above.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. GUARANTEED MAXIMUM PRICE. Contractor's Guaranteed Maximum Price ("GMP") for performance of all work required by the Contract for the Project shall be $60,357.60, based upon the Scope of Work set forth in ***Exhibits A*** and ***B*** of this Agreement. Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the GMP in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to additional compensation, whether money or time, it must request it pursuant to the procedures in the General Conditions for change orders and claims. The GMP is also referred to in the Contract as the "Contract Sum." The Contractor's cost breakdown of the GMP is attached (see *Exhibit C*) as Contractor's schedule of values for the Project, as required by Section 9.2.1.A of the General Conditions.

Contractor shall finance the cost of construction of the Project, which costs shall not exceed the GMP, except as otherwise provided in the Contract. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of Section 6 of the Sublease (the "Sublease Payments"), which terms and conditions include the 10% retention described in Section 6 of the Sublease (the "retention"). The sum of the Sublease Payments shall not exceed the GMP established pursuant to Article IV hereof. Retention or release of the Sublease Payments shall be in accordance with the General Conditions.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERM AND TERMINATION. The term of the Contract begins on the date shown on page 1 above and automatically ends when the Contract is terminated, all in accordance with the General Conditions. All of the covenants, representations and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract will survive such completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Owner or Contractor may terminate the Contract as provided in the General Conditions. The Site Lease and the Sublease each shall automatically end upon such completion of the Project or termination of the Contract, with the parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and

8.6.4

Project automatically and fully vested in the Owner.

ARTICLE VII. PREVAILING WAGES. Pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than $50.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit $25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2,

8.6.5

Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. INDEMNIFICATION, INSURANCE AND BONDS. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by the Contractor of this Agreement. This indemnification shall be in addition to the other indemnification provisions contained in the Contract Documents.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $1,000,000.00 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be $1,000,000.00 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds.

ARTICLE XI. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XII. EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIII. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original,

with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XIV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XV. SEVERABILITY. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract and venue shall be in the appropriate Superior Court in Santa Clara County, California.

ARTICLE XVI. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.

ARTICLE XVII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

ARTICLE XVIII. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XIX. EXHIBITS INCORPORATED. All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

ARTICLE XX. Blank

* *

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR:

_____

BY: _____
TITLE: President

BY: _____
TITLE: Corporate Secretary

_____ _____
CONTRACTOR'S LICENSE NO. LICENSE EXPIRATION DATE

8.6.7

OWNER:

Western Placer Unified School District

BY: _____

Audrey Kilpatrick, Assistant Superintendent

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

8.6.8

EXHIBIT A - Lease-Leaseback Agreement

SCOPE OF WORK

Western Placer Unified School District

Old D.O. ADA Modifications for DSA Closeout

The GMP for construction costs is based on the plans, specifications, drawings, and design packages prepared by Rainforth Grau architects for the Owner. The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages, which are incorporated herein by this reference.

8.6.9

EXHIBIT B - Lease-Leaseback Agreement

Western Placer Unified School District

Old D.O. ADA Modifications for DSA Closeout

The Parties hereby agree that the following are hereby incorporated into the Scope of Work for the Project:

N/A

8.6.10

EXHIBIT C - Lease-Leaseback Agreement

Western Placer Unified School District

Old D.O. ADA Modifications for DSA Closeout

The Parties hereby agree that the following document is Contractor's submission of its schedule of values, per General Conditions Section 9.2.1.A. Upon the Board's approval of this Agreement, the District will review this submission pursuant to Section 9.2.2 of the General Conditions.

(Attached)

8.6.11

LANDMARK CONSTRUCTION

Project:	WPUSD ADA Ramp Modifications at ODO
Owner:	WPUSD
Representative:	Heather Steer
Architect:	RGA
Representative:	Robert Rudd
Delivery Method:	LLB
Bid Date:	Tuesday, October 21, 2014
Bid Time:	
Revision:	Rev. 0
Duration:	Three Weeks

Bid Worksheet

DIVISION	DESCRIPTION	NOTES	Subcontractor	Labor	Materials	Equipment	Total
							$ -
DIVISION 1	GENERAL REQUIREMENTS						$ -
01040	Meetings						$ -
01045	Cutting & Patching						$ -
01070	Initialisms						$ -
01090	Definitions & Standards						$ -
01300	Submittals						$ -
01310	Progress Schedules						$ -
01400	Testing Laboratory Services						$ -
01500	Construction Facilities and Temporary Controls						$ -
	Construction Facilities and Temporary Controls						$ -
	LMC Trailer						$ -
	Fuel, Phones, Fuel, Water etc.					$ 150.00	$ 150.00
	Power to Trailer						$ -
	Temporary Toilets					$ 350.00	
	Temp Power						$ -
	Storage Containers						$ -
	Temp Fence					$ 250.00	$ 250.00
01700	Contract Close Out						$ -
	Plans & Specification Reproduction						$ -
	Project Supervision			$ 3,840.00		$ 500.00	$ 4,340.00
	Project Foreman						$ -
	Project Management			$ 1,700.00			$ 1,700.00
	Project Director						$ -
	Project Administration			$ 440.00			$ 440.00
	Safety						$ -
01720	Project Record Documents						$ -
							$ -
							$ -
DIVISION 2	SITEWORK						$ -
	Demo Existing Concrete Ramps and Walks	National	$ 2,629.00				$ 2,629.00
	Demo Existing Metal Ramps	LMC/National		$ 1,540.00		$ 500.00	$ 2,040.00
	Patch AC Paving	PPP	$ 3,500.00				$ 3,500.00
	Demo Footing at Fence Post		$ 250.00				$ 250.00
	Restriping	Sierra Striping	$ 1,150.00				$ 1,150.00
	Backfill at new walkways	LMC		$ 1,040.00		$ 500.00	$ 1,540.00
							$ -
							$ -
DIVISION 3	CONCRETE						$ -
	New Ramp	Big B	$ 18,730.00				$ 18,730.00
	Remove Spoils		$ 500.00				$ 500.00
DIVISION 4	MASONRY						
	Not Used						$ -
DIVISION 5	METALS						$ -
	Fence and Handrail	Phillips Steel - Galvanized Pipe with Welds Touched Up	$ 11,244.00				$ 11,244.00
	Misc Grate Angles		$ 1,000.00				$ 1,000.00
							$ -
DIVISION 6	CARPENTRY						$ -
	Not Used						$ -
							$ -
DIVISION 7	THERMAL AND MOISTURE PROTECTION						$ -
	Flashings at Walls		$ 500.00				$ 500.00
	Joint Sealants		$ 250.00				$ 250.00
							$ -
							$ -
DIVISION 8	DOORS AND WINDOWS						$ -
	Not Used						$ -
							$ -
							$ -
DIVISION 9	FINISHES						$ -
	Paint Fence and Handrails	NIC - District will Paint	$ -				$ -
							$ -
DIVISION 10	SPECIALTIES						$ -
	Not Used						$ -
							$ -
DIVISION 11	EQUIPMENT						$ -
	Not Used						$ -
DIVISION 12	FURNISHINGS						$ -
	Not Used						$ -
DIVISION 13	SPECIAL CONSTRUCTION						$ -
	Not Used						$ -
DIVISION 14	CONVEYING SYSTEMS						$ -
	Not Used						$ -
DIVISION 15	MECHANICAL						$ -
	Not Used						$ -
							$ -

0.0%

8.6.12

DIVISION 16	ELECTRICAL						$ -
	Not Used						$ -
	Cost Subtotals		$ 39,750.00	$ 8,560.00	$ -	$ 2,250.00	$ 50,213.00

Bonds - 0.0195	1.50%	$ 753.20
Insurance -Risk	0.50%	$ 251.07
Insurance - Liabilit	0.50%	$ 251.07
OH & Profit	7.00%	$ 3,873.96
GMP Total		$ 55,342.28

Owner Controlled Contingency and Allowances	
Contingency - 5%	$ 2,767.11
Add Alt - Hot Dip Galvanize Handrail After Fabrication	$ 2,248.20
Total Contingencies and Allowances	$ 5,015.31

Total GMP w/ Owner Controlled Contingency $ 60,357.60

8.6.13

GENERAL CONDITIONS

for

CONSTRUCTION

Under

LEASE AND SUBLEASE AGREEMENT

for

Old D.O. ADA Modifications for DSA Closeout

WESTERN PLACER UNIFIED SCHOOL DISTRICT

November 6, 2014

8.6.14

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ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 **THE CONTRACT DOCUMENTS** - The "Contract Documents" consist of the Lease and Sublease Agreement between Owner and Contractor (the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda thereto, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, list of accepted Subcontractors, Noncollusion Declaration, and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and written modifications issued after execution of the Agreement.

1.1.2 **THE CONTRACT** - The Contract Documents form the "Contract." The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create any kind of contractual relationship other than between the Owner and Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

1.1.3 **THE WORK** - The "Work" shall include all labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents.

1.1.4 **THE PROJECT** - The "Project" is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.

1.1.5 **THE DRAWINGS** - The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 **THE SPECIFICATIONS** - The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 **THE PROJECT MANUAL** - The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 **OR**

8.6.17

"Or" shall include "and/or."

1.1.9 **COMPLETION**

References to "complete" and "completion" of the Work or Project in the Construction Documents do not include the concept of substantial completion.

1.2 **EXECUTION, CORRELATION AND INTENT** - The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. In the event there is a discrepancy between the various Contract Documents, the Agreement shall control unless there is not an applicable provision in the Agreement, in which case the Conditions (General, Supplementary, or other Conditions) shall control. Without limiting Contractor's obligation to identify conflicts for resolution by the Architect, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

1.3 **OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS.** - The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set.

ARTICLE 2

OWNER

2.1 **DEFINITION** - The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 **EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE** – Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

8.6.18

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

Any test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

The Contractor may rely upon the accuracy of any utility services or site survey information that the District may provide, except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Project, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

2.3 **OWNER'S RIGHT TO STOP THE WORK** - If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by paragraph 12.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

2.4 **OWNER'S RIGHT TO CARRY OUT THE WORK** - If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a seven-day period after receipt of written notice or the time period expressly stated in the written notice from the Owner) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to retaining another contractor to perform some or all of the Work without terminating the Contract and may withhold for the cost of such correction.

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ARTICLE 3

THE CONTRACTOR

3.1 **DEFINITION** - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representatives. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3.2 **SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 **CONTRACTOR** - The Contractor shall supervise and direct the Work using the Contractor's best skill and attention which shall meet or exceed the standard skill and attention within the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 **CONTRACTOR RESPONSIBILITY** - The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 **OBLIGATIONS NOT CHANGED BY ARCHITECT'S ACTIONS** - The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by activities or duties of the Inspector of Record, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 **CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK** - The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.3 **SUPERINTENDENT** - The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work;

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organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents. Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 **LABOR AND MATERIALS** - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.5 **WARRANTY** - The Contractor warrants to the Owner and Architect that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents, per Section 12.2.

3.6 **TAXES** - Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 **PERMITS, FEES AND NOTICES** - The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA).

3.8 **ALLOWANCES** - The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.9 **CONTRACTOR'S CONSTRUCTION SCHEDULES** - The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and the Architect's information the construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents (including these General Conditions and Division 1 of the Specifications) and the standards of the industry. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and

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completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Failure of the Contractor to provide proper schedules as required by this paragraph may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, sublease payments to the Contractor, or a breach of contract allowing Owner to terminate the Agreement between Owner and Contractor.

3.10 **DOCUMENTS AND SAMPLES AT THE SITE** - The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals.

3.11 **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

3.11.1 ***Shop Drawings.*** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.2 ***Samples.*** The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality. All Work shall be in accordance with the approved samples.

3.11.3 ***Contractor's Responsibility.*** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in Division 1 of the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings, product data, and samples in accordance with the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unreviewed by the Architect for resubmission by the Contractor. Contractor shall not commence any portion of the Work requiring a shop drawing or sample submission until the Architect has approved the submission.

3.11.4 ***Extent of Review.*** In reviewing shop drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and

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the information given in the Contract Documents. The Architect's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless the Architect has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

13.11.5 ***Substitution.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." The Owner may consider an untimely substitution request if the product specified is no longer commercially available.

3.12 **CLEANING UP** - The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a safe, neat, and orderly condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from sublease payments and/or retention. When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

3.13 **ACCESS TO WORK** - The Contractor shall provide the Owner, the Architect, and the Inspector, access to the Work in preparation and progress wherever located.

3.14 **ROYALTIES AND PATENTS** - The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents, unless Contractor has reason to believe it is an infringement of a patent and does not inform Architect.

3.15 **INDEMNIFICATION** - To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors, from and against claims, actions, liability, damages, losses, and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties arising out of or resulting from performance of the Work by Contractor; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a

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party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any actions by third parties under Labor Code section 2810.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 **ARCHITECT** - The term "Architect" means the Architect or the Architect's authorized representative, shall also refer to all consultants under the Architect's direction and control, and is referred to as if singular in number. The Architect is one of potentially several agents and representatives on the Project.

4.2 **ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

4.2.1 **STATUS** - The Architect may provide administration of the Contract as described in the Contract Documents and may be one of several Owner's representatives during construction.

4.2.2 **LIMITATIONS OF CONSTRUCTION RESPONSIBILITY** - The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.3 **COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION** - Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.4 **REJECTION OF WORK** - In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents.

4.3 **INSPECTOR OF RECORD** - One or more project inspectors employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties will be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications. The Inspector shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

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4.4 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES** - If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the sublease payments and/or retention.

4.5 **CLAIMS**

4.5.1 **GENERAL** - A "Claim" is a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency. However, "Claim" does not include a written notice of potential change or a Change Order Request submitted pursuant to Article 7, below; the notice of potential change and Change Order Request precede a Claim. In addition, a "Claim" for purposes of this Article 4.5 does not include vouchers, invoices, sublease payment applications, or other routine or authorized forms of requests for sublease payments on the Contract; however, such routine or authorized forms of requests for sublease payments are still "claims" for purposes of the California False Claims Act. The responsibility to substantiate Claims shall rest with the Contractor.

Claims, including those alleging an error or omission by the Architect, shall be submitted to the Architect and Owner. A timely decision by the Owner shall be provided. Claims must be made by written notice prior to the final sublease payment. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall certify, at the time of submission of a Claim, as follows:

> I, _____, being the _____ (Must be an officer) of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached Claim for additional cost and/or extension of time, and know its contents, and said Claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the Contractor believes the Owner is liable; and further, that I am familiar with California Penal Code section 72 pertaining to false claims, and further know and understand that submission

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or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: _____

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that Owner, or Owner's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

4.5.2 **CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

4.5.2.1 ***Trenches or Excavations Less Than Four Feet Below the Surface.*** If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within ten (10) days after the Architect has given notice of the decision. If the Owner and the Contractor cannot agree on an adjustment in the Contract Sum or the Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to other proceedings pursuant to paragraph 4.6.

4.5.2.2 ***Trenches or Excavations Greater Than Four Feet Below the Surface.*** Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.2.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

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(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.2.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

4.5.2.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6 **CLAIMS OF $375,000 OR LESS** - Notwithstanding any other provision herein, claims of $375,000 or less shall be handled pursuant to the procedures set forth in Public Contract Code sections 20104.2, including claim, response, informal meet and confer conference, and Government Code claim. As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the contractual claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential.

4.7 **CLAIMS IN EXCESS OF $375,000** - Claims over $375,000 shall be handled by Contractor and Owner pursuant to Section 4.6, above, except as follows: (a) Procedures in Public Contract Code section 20104.2(b) shall not be applicable; (b) Owner shall respond in writing to all written Claims within 90 days of receipt of the Claim, or may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor; (c) Owner shall respond within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater; and (d) following any meet and confer conference pursuant to Public Contract Code section 20104.2(d), if the Claim or any portion of it remains in dispute and Contractor wishes to pursue it, Contractor must demand in writing within fifteen (15) days that the parties mediate, and such requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim, as specifically required in Section 4.6 above. If Contractor fails to timely notify the Owner in writing that it wishes to mediate

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pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 **SUBCONTRACTOR** - A Subcontractor is a person or entity, that has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 **SUB-SUBCONTRACTOR** - A Sub-subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK** - Subcontractors shall selected by Contractor and Owner pursuant to the Agreement. Subcontractor substitution shall be handled in accordance with the Agreement. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or the granting of any extension of time for the completion of the Project.

5.3 **SUBCONTRACTUAL RELATIONS** - By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner and the Architect.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

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B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

ARTICLE 6

[reserved]

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 **NO CHANGES WITHOUT AUTHORIZATION** - The Owner reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper completion or construction of the Work contemplated, and the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been authorized by and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 **ARCHITECT AUTHORITY** - The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

7.2 **CHANGE ORDERS ("CO")** - A CO is a written instrument prepared by the Architect and signed by the Owner, the Contractor, the Architect, and the DSA, stating their agreement upon all of the following: (A) A change in the Work; (B) the amount of the adjustment in the Contract Sum, if any; and (C) the extent of the adjustment in the Contract Time, if any.

7.3 **CONSTRUCTION CHANGE DIRECTIVES ("CCD")** - A CCD is a written unilateral order prepared by the Architect and signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by

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the CCD, but it may pursue the notice, COR and claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 **REQUEST FOR INFORMATION ("RFI")** - An RFI is a written request prepared by the Contractor asking the Architect to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents. The Owner and Contractor agree that an adequate time period for the Architect to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from sublease payments and/or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 **REQUEST FOR PROPOSAL ("RFP")** - An RFP is a written request prepared by the Architect asking the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 **CHANGE ORDER REQUEST ("COR")** - A COR is a written request prepared by the Contractor asking the Owner and the Architect to incorporate a proposed change called for in an RFP or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. (See attached COR form for breakdowns.) A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in paragraph 3.9 and Division 1 of the Specifications.

7.7 **COST OF CHANGE ORDERS**

7.7.1 **SCOPE** - Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner and the Architect in writing an estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such

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changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

7.7.2 **DETERMINATION OF COST** - The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor; (C) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit. Contractor and Subcontractors may mark up their own work by 15% for overhead, bond and insurance premiums, and profit. Contractor may mark up a Subcontractor's total costs by 5%.

7.7.3 **ACCOUNTING RECORDS** - With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.4 **NOTICE REQUIRED** - If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for completion, it shall give the Owner and the Architect written notice thereof within ten (10) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with paragraph 10.4 hereof. No notice shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 **CONTRACT TIME** - Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 **NOTICE TO PROCEED** - The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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8.1.3 **DAYS** - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 **SUFFICIENT FORCES** - Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 **PERFORMANCE DURING WORKING HOURS** - Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 **LABOR CODE APPLICATION** - As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.3 **PROGRESS AND COMPLETION** - Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall proceed expeditiously with adequate forces, labor, materials, equipment and management, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 **EXCUSABLE DELAY** - The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the Work due to acts of God, acts of public enemy, acts of Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or delays of subcontractors due to such causes.

8.4.2 **NOTICE BY CONTRACTOR REQUIRED** - The Contractor shall within ten (10) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under paragraph 8.4.1 shall be an extension of the Contract Time at no cost to the Owner.

8.4.3 **CONDITIONS FOR EXTENSION OF TIME** - If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, the Architect, an employee of either, or of a separate contractor employed by the Owner, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, or unavoidable casualties, by delay authorized by the Owner pending arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4 **EARLY COMPLETION** - Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in the Contract Documents.

8.4.5 **LIQUIDATED DAMAGES** - Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages, as described in the Agreement. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of this agreement.

8.5 **GOVERNMENT APPROVALS** - Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

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ARTICLE 9

PAYMENTS AND COMPLETION

9.1 **CONTRACT SUM** - The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 **COST BREAKDOWN** - On forms approved by the Owner within ten (10) days of the mailing, faxing or delivery of the Notice of Award of the Contract, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

9.3 **APPLICATIONS FOR PAYMENT** - On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Owner specifically approves the payment in writing. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment.

9.4 **REVIEW OF SUBLEASE PAYMENT** - The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Owner's reasons for withholding approval in whole or in part. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

9.5 **DECISIONS TO WITHHOLD PAYMENT** - The Owner may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect the Owner. In addition, the Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents.

9.6 **SUBLEASE PAYMENTS** - Sublease payments shall be made in accordance with Public Contract Code section 20104.50.

9.7 **COMPLETION OF THE WORK** - Upon receipt of the Contractor's request for final inspection, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is complete. If the Owner's inspection discloses any item which is not completed

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in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion, diligently complete or correct such item.

9.8 **PARTIAL OCCUPANCY OR USE** - Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that work. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

9.9 **ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT** - If the Owner's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for sublease payment. After the Owner's representatives find the Work fully performed, the Owner's governing body should accept the Work as fully complete. After completion, the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 3093. Contractor shall, upon receipt of final sublease payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final sublease payment shall be accompanied by the same details required for monthly sublease payments. Acceptance of final sublease payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

9.10 **SUBSTITUTION OF SECURITIES** - In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement used shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 **SAFETY PRECAUTIONS AND PROGRAMS** - The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its

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Subcontractors. Subcontractors shall promptly report in writing and by phone to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 **SAFETY OF PERSONS AND PROPERTY** - The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) Employees on the Work and other persons who may be affected thereby; (B) the Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (C) other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

At its own expense, Contractor shall comply with all fingerprinting requirements under law and contract, including but not limited to the requirements of Education Code section 45125.2 and the Fingerprinting Notice and Acknowledgement which is part of the Contract. Contractor shall reimburse the Owner, and defend and indemnify the Owner under Section 3.16 of these General Conditions, for any costs, including attorneys' fees, incurred by Owner related to Contractor's failures to comply

10.3 **PROTECTION OF WORK AND PROPERTY** - The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any

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parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.4 **EMERGENCIES** - In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details, and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 **HAZARDOUS MATERIALS** - In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) he handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner.

ARTICLE 11

INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 **LIABILITY INSURANCE REQUIREMENTS** - Before the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports commercial general liability insurance per occurrence for bodily injury, personal injury and property damage in the amount of $1,000,000.00, and automobile liability insurance per accident for bodily injury and property damage combined single limit in the amount of $1,000,000.00, as will protect the Contractor, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.

Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

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11.1.2 **ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS** - The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds.

11.1.3 **WORKERS' COMPENSATION INSURANCE** - During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract.

11.1.4 **BUILDER'S RISK/'ALL RISK' INSURANCE** - Unless otherwise supplied by the Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace, or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

11.1.5 **FIRE INSURANCE** - Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The amount of fire insurance shall be equal to value of materials at site.

11.1.6 **OTHER INSURANCE** - The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

11.1.7 **PROOF OF CARRIAGE OF INSURANCE** - The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval, and such approval shall not be unreasonably withheld.

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11.1.8 **COMPLIANCE** - In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract.

11.2 **PERFORMANCE AND PAYMENT BONDS** - Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 **UNCOVERING OF WORK** - If a portion of the Work is covered contrary to the Inspector's request, the Architect's request, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Inspector or the Architect, be uncovered for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.2 **CORRECTION OF WORK; WARRANTY** - The Contractor shall promptly correct the Work rejected by the Inspector or the Owner upon recommendation of the Architect for failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

If, within one (1) year after the date of acceptance by the Owner's governing body of the Work (see Section 9.9) or a designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written specific acceptance of such non-conforming condition. If the Owner's governing body does not accept the Work as complete within ninety (90) days of full performance of the Work by Contractor, then the time periods for the above warranties shall be deemed to have started to run from the date of Contractor's full performance of the Work.

The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted

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by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with paragraph 2.4. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work. Nothing in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 **GOVERNING LAW** - The Contract shall be governed by the law of the place where the Project is located.

13.2 **SUCCESSORS AND ASSIGNS** - Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract.

13.3 **RIGHTS AND REMEDIES; NO WAIVER** - Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Inspector, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.4 **TESTS AND INSPECTIONS** - Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5 **TRENCH EXCAVATION** - Pursuant to Labor Code section 6705, if the Contract Sum exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.6 **DEBARMENT** - Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.

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13.7 **ASSIGNMENT OF ANTITRUST CLAIMS** - Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

13.8 **AUDIT** - Contractor's Contract books, records, and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.

13.9 **STORM WATER DISCHARGE PERMIT** – If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ) prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 **TERMINATION BY THE OWNER FOR CAUSE** - The Owner may terminate the Contract if the Contractor: (A) refuses or fails to supply enough properly skilled workers or proper materials; (B) fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable; (C) disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or (D) otherwise is in substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety, (A) take possession of the site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor, (B) accept assignment of subcontracts, and (C) complete the Work by whatever reasonable method the Owner may deem expedient.

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

Any purported termination by Owner for cause under this Section 14.1 which is revoked or determined to not have been for cause shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.2 **SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE -** The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent (A) that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or (B) that an equitable adjustment is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.3 **TERMINATION BY CONTRACTOR** – Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such belief on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of receipt of such notice. If such conference does not lead to resolution and Contractor believes the grounds for termination still exist, Contractor may terminate the contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.4 **NOT A WAIVER**

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 **EARLY TERMINATION**

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Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

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SUBLEASE AGREEMENT

Dated as of November 6, 2014

Between

Western Placer Unified School District

and

Landmark Construction

Old D.O. ADA Modifications for DSA Closeout
810 J Street
Lincoln CA 95648

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SUBLEASE AGREEMENT
Old D.O. ADA Modifications for DSA Closeout

This SUBLEASE AGREEMENT ("Sublease") is dated as of November 19, 2014, and is by and between Landmark Construction, ("Contractor"), a corporation organized and operating under the laws of the State of California (the "State"), as lessor, and the Western Placer Unified School District (the "Owner"), a public school district duly organized and existing under the Constitution and laws of the State as lessee.

RECITALS:

WHEREAS, pursuant to Section 17406 *et seq.* of the Education Code, the Owner may enter into leases and agreements relating to real property and buildings used by the Owner; and

WHEREAS, the Owner deems it essential for its own governmental purpose to finance the construction and installation of certain improvements described in ***Exhibit "A"*** of the Lease-Leaseback Agreement entered into between the Owner and Contractor dated November 19, 2014, for the Old D.O. ADA Modifications for DSA Closeout Project (the "Lease-Leaseback Agreement"; and the "Project") and situated on the Site described in ***Exhibit A*** of the Site Lease dated the same date between the Owner and Contractor related to the Project (the "Site Lease"). The land described in the Site Lease is herein referred to as the "Site"; and

WHEREAS, pursuant to Section 17406 of the Education Code, the Owner is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner pursuant to the terms of this Sublease; and

WHEREAS, the Owner owns the Site and pursuant to the Lease-Leaseback Agreement has prepared, adopted, and had approved plans and specifications for the completion of the Project pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the Owner and Contractor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in ***Exhibit A*** of this Sublease.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

SECTION 1. Sublease. Contractor hereby leases and subleases to the Owner, and the Owner hereby leases and subleases from Contractor, the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this

Sublease. Hereinafter, reference to Contractor means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor.

SECTION 2. Term. The terms and conditions of this Sublease shall become effective upon the authorized execution of this Sublease by the parties. The term of the Sublease shall be coterminous with the term of the Lease-Leaseback Agreement. In accordance with the Lease-Leaseback Agreement, the term of this Sublease shall automatically end upon termination of the Contract, with the parties' respective interests hereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

SECTION 3. Representations, Warranties and Covenants of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State with authority to enter into this Sublease and to perform all of its obligations hereunder.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(c) The Project and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(d) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(e) The District shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease; and

(f) The Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

SECTION 4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State, with full corporate power and authority to lease and own real and personal property;

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments hereunder, except as permitted herein.

SECTION 5. Construction/Acquisition.

(a) The Owner has entered into the Lease-Leaseback Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project is determined by the GPC as set forth in Article IV of the Lease-Leaseback Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

SECTION 6. Sublease Payments.

(a) For services satisfactorily performed and after receipt of properly documented and submitted applications for payment, the Owner shall pay Contractor lease payments (the "Sublease Payments" and each individually a "Sublease Payment") monthly as set forth in ***Exhibit A*** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) Contractor agrees that satisfactory progress pursuant to the time schedule required pursuant to the Contract and of the construction pursuant to the time schedule required pursuant to the Contract (the "Time Schedule") shall be conditions precedent to the making of Sublease

Payments by the Owner. The determination of whether the Time Schedule has been adequately adhered to shall be made in accordance with the General Conditions of the Contract ("General Conditions"). If the Owner determines that pursuant to the Time Schedule, the work required to be performed prior to a given Sublease Payment has not been met, the Owner shall not be required to make that scheduled Sublease Payment. Once the Owner has determined that the work scheduled to be completed prior to the Sublease Payment in question has been completed, the Owner shall make the Sublease Payment corresponding to completion of such work.

(c) In accordance with the General Conditions, the Owner shall retain an amount equal to 10% of each Sublease Payment. Release of the retention and the final Sublease Payment shall be made in the manner described in the General Conditions.

(d) The obligation of the Owner to pay Sublease Payments hereunder shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

SECTION 7. Fair Rental Value. Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during this Sublease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Project and Site.

SECTION 8. Sublease Abatement. In addition to delay of Sublease Payments provided in Section 6, above, Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project. During the term of this Sublease, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to the Site. The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 21 of this Sublease. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the Owner to perform its obligations hereunder.

SECTION 11. Project Acceptance. The Owner shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Lease-Leaseback Agreement and Site Lease. The Lease-Leaseback Agreement and Site Lease are incorporated herein in their entirety by this reference.

SECTION 13. Alterations and Attachments. All permanent additions and improvements that are made to, and as part of, the Project shall belong to and become the property of Contractor until completion of the project or termination of the Contract, subject to the provisions of Sections 2, 21 and 22 hereof. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

SECTION 14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

SECTION 15. Taxes. The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 16. Indemnity. In addition to the indemnification set forth in Article X of the Lease-Leaseback Agreement, to the extent permitted by law, and with the exception of the Contractor's responsibilities as "Contractor" under the Lease-Leaseback Agreement, the Owner shall, with respect to the Project and the Site, indemnify Contractor against and hold Contractor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from any acts of omission or commission by the Owner's employees and agents or claims resulting from incidents or occurrences involving the financing of the Project and Lease-Leaseback aspects of the Project and third parties on the Site, including without limitation, the construction, possession, use or operation of the Project and further, the Owner agrees, to the extent the law allows, to indemnify Contractor against and hold Contractor harmless from and against any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the clean-up of any hazardous materials or toxic wastes from the Site or the Project; provided, however, that the Owner shall not be required to indemnify Contractor in the event that such liability or damages are caused by the negligence or intentional misconduct of Contractor.

SECTION 17. Events of Default. The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the Owner fails to make any unexcused Sublease Payment (or any other payment) within 15 days after the due date thereof; (b) the Owner or the Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other Party; (c) the discovery by a Party that any statement, representation or warranty made by the other Party in this Sublease, or in any document ever delivered by that other Party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; (d) a Party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the Party or of all or a substantial part of its assets, or a petition for relief is filed by the Party under federal bankruptcy, insolvency or similar laws.

SECTION 18. Remedies on Default. Upon the happening of any Event of Default, the non-defaulting Party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 19. Non-Waiver. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the Owner or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 20. Assignment. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq*. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations hereunder; however, Contractor may assign its right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time without the consent of the Owner. No assignment shall be effective as against the Owner unless and until the Owner is so notified in writing. The Owner shall pay all Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 21. Ownership. The Project is and shall at all times be and remain the sole and exclusive property of Contractor until completion of the Project or termination of the Contract, and the Owner shall have no right, title, or interest therein or thereto until completion of the Project or termination of the Contract, except as expressly set forth herein (including but not limited to Section 2, above).

SECTION 22. Sublease Prepayments/Purchase Option.

(a) Sublease Prepayments. At any time during the term of this Sublease, the Owner may make Sublease Prepayments to the Contractor of the Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the Owner in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the Owner to Contractor; (2) all Sublease Prepayments previously made by the Owner to the Contractor; (3) all amounts previously retained pursuant to Section 22(a)(3), below, from Sublease Prepayments previously made by the Owner to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 22(a)(3)); and (5) the retention for such Sublease Prepayment pursuant to Section 22(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 22(a)(1), below, have been met. In the event Owner elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 22(b), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to Contractor pursuant to a request of Contractor:

(a) Satisfactory progress of the construction of the Project pursuant to the time schedule required pursuant to the General Conditions shall have been made as determined in accordance therewith.

(b) Contractor shall also submit to the Owner (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all Subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the Owner, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to all previous Sublease Prepayments made by the Owner, and (iii) any other items that Contractor may be required to collect and distribute to the Owner pursuant to the terms and provisions of the Contract. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the Owner.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the Owner in accordance with the General Conditions. If the Owner determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The Owner shall retain an amount equal to 10% of each Sublease Prepayment ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the Owner, pursuant to the provisions of Public Contract Code Section 22300. At any time after 50% of the work has been completed, if the Governing Board of the Owner finds that satisfactory progress is being made, then it may make any of the remaining Sublease Prepayments in full.

(b) If the Owner is not in default hereunder, the Owner shall be granted options to purchase not less than the entire Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the final GPC, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the Owner prior to the date on which the Owner elects to exercise its option under this Section. The Owner may thereupon terminate this Sublease.

Following the purchase option date, Owner shall retain all rights to any claim or warranty arising under the Contract.

SECTION 23. Release of Liens.

(a) Notwithstanding Section 22 hereof, upon the Owner executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the General Conditions, Contractor or its assignee and the Owner shall release Contractor's leasehold interest in the Project.

(b) Contractor shall authorize, execute and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 24. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 25. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between Contractor and the Owner, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 26. Notices. Any notices or filings required to be given or made under this Sublease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Contractor:

Landmark Construction
5948 King Road
Loomis CA 95650

If to Owner:

Audrey Kilpatrick, Assistant Superintendent
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648

SECTION 27. Headings. The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this

Sublease.

SECTION 28. Time. Time is of the essence in this Sublease and each and all of its provisions.

SECTION 29. Sublease Interpretation. This Sublease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

SECTION 30. Execution in Counterparts. This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 31. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement or General Conditions.

SECTION 32. Exhibits Incorporated. All Exhibits attached to this Sublease are hereby incorporated into the Sublease by this reference as if set forth in full.

* * * * * * * * * * * * * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the dates so indicated under their respective signatures.

CONTRACTOR:

Landmark Construction

BY: _____
TITLE: PRESIDENT

BY: _____
TITLE: CORPORATE SECRETARY

OWNER:

Western Placer Unified School District

BY: _____
Audrey Kilpatrick, Assistant Superintendent

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease shall commence as of November 24, 2014. Sublease payments shall be paid monthly and the total Sublease Payments made shall not exceed the amount of the GMP as defined in Article IV of the Lease-Leaseback Agreement. Each month Contractor shall provide Owner with an itemized summary reflecting the percentage of work performed and signed off on by the Owner's DSA Inspector or other designated employee. The Sublease Payments shall be commensurate with the amount of work performed, invoiced, and signed off on by the DSA Inspector to date, all in accordance with the procedures set forth in the General Conditions.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.

SITE LEASE AGREEMENT

Dated as of November 6, 2014

Between

Western Placer Unified School District

and

Landmark Construction

Old D.O. ADA Modifications for DSA Closeout

8.6.56

SITE LEASE

Old D.O. ADA Modifications for DSA Closeout

This SITE LEASE AGREEMENT ("Site Lease") is dated as of November 19, 2014, and is by and between the Western Placer Unified School District, a school district duly organized and existing under the laws of the State of California (the "Owner"), as lessor, and Landmark Construction, a corporation organized and operating under the laws of the State of California ("Contractor"), as lessee.

WHEREAS, the Owner desires to provide for the financing and construction of certain public improvements, namely the Old D.O. ADA Modifications for DSA Closeout Project (the "Project") more fully described in a Lease-Leaseback Agreement between the Owner and Contractor and located at 810 J Street, Lincoln, California, (the "Site"); and

WHEREAS, the Owner's governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Project by leasing the Site on which the public improvements are to be constructed to Contractor, and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective the same date as this Site Lease (the "Sublease"); and

WHEREAS, the Owner is authorized under Section 17406 of the California Education Code to lease the Site, and its governing body has duly authorized the execution and delivery of this Site Lease; and

WHEREAS, Contractor is authorized to lease the Site as lessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Site Lease.

WITNESSETH:

In consideration of the premises and covenants and conditions hereinafter contained, the parties agree as follows:

SECTION 1. Site Lease. The Owner leases to Contractor, and Contractor leases from the Owner, on the terms and conditions set forth herein, the Site situated in the County of Placer, State of California, more specifically described or depicted in **Exhibit "A"** attached to this Site Lease, including any real property improvements now or hereafter affixed thereto. Hereinafter, reference to Contractor means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor.

SECTION 2. Term. The term of this Site Lease shall commence as of the date above and shall be coterminous with the term of the Lease-Leaseback Agreement (the "Termination Date"), unless such term is extended or earlier terminated as hereinafter provided:

(a) If the Owner exercises its option to purchase the Project, pursuant to Section 22 of the Sublease, then the term of this Site Lease shall end on the date of exercise of the option; or

(b) If prior to the Termination Date, all Sublease payments, as defined in the Sublease (the "Sublease Payments") shall be fully paid and retired or provision made for such payment and retirement, or which the parties hereto agree may be released, the term of this Site Lease as to the particular portion of the Site for which Sublease Payments have been fully paid shall end ten (10) days thereafter or ten (10) days after written notice to Contractor, whichever is earlier.

(c) In accordance with the Lease-Leaseback Agreement, the term of this Site Lease shall automatically end upon such completion of the Project or termination of the Contract, with the parties' respective interests hereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

SECTION 3. Representations, Covenants, and Warranties of the Owner. The Owner represents, covenants and warrants to Contractor that:

(a) The Owner has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

(b) There are no liens on the Site other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

(d) The Site is properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;

(e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

(f) There is no litigation of any kind currently pending or threatened regarding the Site or the Owner's use of the Site for the purposes contemplated by this Site Lease, the Sublease, and the Lease-Leaseback Agreement;

(g) To the best of the Owner's knowledge, after actual inquiry: (i) other than those addressed in the scope of the Work, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over

or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

SECTION 4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

SECTION 5. Rental. Contractor shall pay to the Owner as and for advance rental hereunder $1.00 per year per Site, on or before the date of commencement of the term of this Site Lease. The duration of the rental is expected to be from November 24, 2014 through approximately January 6, 2015 unless earlier terminated or otherwise agreed by the parties.

SECTION 6. Purpose. Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the Owner; provided, that in the Event of Default by the Owner under the Sublease, the Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination. Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title thereto shall vest in the Owner. Notwithstanding the Owner's foregoing rights in the event of termination, Contractor shall retain the right to full compensation for all services rendered prior to the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

SECTION 8. Quiet Enjoyment. The Owner covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens. The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 10. Right of Entry. The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing. Other than the Sublease, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

SECTION 12. No Waste. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default. In the event Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the Owner may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 14. Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price stated in Section 22 of the Sublease less any unearned interest as of the date the Contractor receives payment in full. The balance of the award, if any, shall be paid to the Owner. For purposes of this Section 14, the Sublease Payment(s) include all amounts withheld pursuant to Section 6, paragraph (c) of the Sublease.

SECTION 15. Taxes. The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

SECTION 16. Indemnification. The Owner covenants and agrees to indemnify and hold Contractor harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys fees) arising out of the condition of the Site, including but not limited to, all costs required to be incurred by Contractor as a result of any condition described in Section 3, paragraph (g) hereof, whether or not known to the Owner on the date of execution of this Site Lease.

SECTION 17. Partial Invalidity. If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. Notices. Any notices or filings required to be given or made under this Site Lease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Contractor:

Landmark Construction
5948 King Road
Loomis CA 95650

If to Owner:

Scott Leaman, Superintendent
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648

SECTION 19. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Owner, Contractor and their respective successors in interest and permitted assigns, if any.

SECTION 20. Amendments and Modifications. This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of the Owner and Contractor.

SECTION 21. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 22. Applicable Law. This Site Lease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

SECTION 23. Headings. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 24. Time. Time is of the essence in this Site Lease and each and all of its provisions.

SECTION 25. Terms Not Defined. Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement.

SECTION 26. Exhibits Incorporated. All Exhibits attached to this Site Lease are hereby incorporated into the Site Lease by this reference as if set forth in full.

* *

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the dates so indicated under their respective signatures.

LESSEE

Landmark Construction

By:_____
Title: President

By:_____
Title: Corporate Secretary

Date:_____

LESSOR

Western Placer Unified School District

By:_____
Audrey Kilpatrick, Assistant Superintendent

Date:_____

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EXHIBIT "A"

DESCRIPTION OR DEPICTION OF SITE

Areas around the buildings at the Old District Office location at 810 J Street, Lincoln CA 95648. Will effect areas in front of the buildings, and around the back for appropriate walkways and ramps.

Labor Code section 2810 Declaration

To Be Executed by Contractor and Submitted with GPC

Project: **Old D.O. ADA Modifications for DSA Closeout, 810 J Street, Lincoln CA**

I, _____, declare that I am the _____ of _____, the entity making the foregoing GMP proposal for the above Project, and that the GMP proposal submitted by _____ includes sufficient funds to permit _____ to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____ _____

Signature

Print Name: _____

Print Title: _____

8.6.65

NONCOLLUSION DECLARATION
TO BE EXECUTED BY CONTRACTOR AT TIME OF
EXECUTION OF LEASE-LEASEBACK AGREEMENT

To: **WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Project: Old D.O. ADA Modifications for DSA Closeout

I, _____, declare that I am the President and RMO of _____ **Landmark Construction**, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____ _____

_____ [name]

8.6.66

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ _____ as Principal and _____ as Surety, are held and firmly bound unto **Western Placer Unified School District**, in the County of Placer, State of California, hereinafter called the "Owner," in the sum of _____ Dollars ($_____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 2013, for construction of:

Old D.O. ADA Modifications for DSA Closeout

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in said Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

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IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Surety)

_____
(Business Address)

_____

By:_____

_____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

8.6.68

PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, _____ and _____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

Old D.O. ADA Modifications for DSA Closeout

Which said agreement dated November 19, 2014, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____ _____ are held and firmly bound unto all laborers, material men, and other persons referred to in Civil Code section 3248, subdivision (b), in the sum of _____ Dollars ($_____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 3181, or any of the amounts due as specified in Civil Code section 3248, subdivision (b), to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, _____.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

_____
Principal

_____

_____
Surety

_____

By:_____
Attorney-in-Fact

_____

The above bond is accepted and approved this _____ day of _____.

8.6.70

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2)

Note: This document must be executed and submitted at the time of execution of the Lease-Leaseback Agreement.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the District determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

   c. Arrange for surveillance by personnel, with Owner approval.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____ _____
Signature

Name: _____ Title: _____

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ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 12308, 12309, or 12310.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

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(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in

8.6.73

subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

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INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes No

[ ] [ ] Employees will have more than limited contact with students as determined by District, or if by Contractor, please explain:

_____
_____

If yes, the following steps will be taken to ensure student safety (check):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

[ ] Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

_____
Signature

Typed Name: _____
Title: _____

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Approve Resolution #14/15.10 – WPUSD Relating to The Securities and Exchange Commission Municipalities Continuing Disclosure Cooperation Initiative

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Resolution 14/15.10, with board approval, resolves that the District has issued certain municipal securities in order to construct and improve various school facilities in the District. In connection with the issuance of such securities, the District has entered into a continuing disclosure agreement pursuant to Rule 15c2-12of the Securities and Exchange Commission (SEC). The SEC has announced a Municipalities Continuing Disclosure Cooperation (MCDC) Initiative which allows underwriters and issuers of municipal securities, such as the District, to self-report any instance in which an issuer state that it had complied with its continuing disclosure agreements during the last five years when, in fact it had not fully done so. State has conducted a review of the District's compliance with it continuing disclosure obligations and recommends that the District participate in the MCDC Initiative. This resolution shall take effect immediately upon adoption.

RECOMMENDATION:

Staff recommends the Board of Trustees adopted Resolution 14/15.10 relating to the district's participation in the Securities and Exchange Commission municipalities Continuing Disclosure Cooperation Initiative.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 14/15.10

RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT RELATING TO THE SECURITIES AND EXCHANGE COMMISSION MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE

RESOLVED, by the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District") as follows:

WHEREAS, the District has issued certain municipal securities in order to construct and improve various school facilities of the District;

WHEREAS, in connection with the issuance of such municipal securities, the District has entered into continuing disclosure agreements pursuant to Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission (the "SEC");

WHEREAS, the SEC has announced a Municipalities Continuing Disclosure Cooperation ("MCDC") Initiative which allows underwriters and issuers of municipal securities, such as the District, to self-report any instance in which an issuer stated that it had complied with its continuing disclosure agreements during the last five years when, in fact, it had not fully done so; and

WHEREAS, District staff has conducted a review of the District's compliance with its continuing disclosure obligations, and recommends that the District participate in the MCDC Initiative;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

Section 1. MCDC Initiative. The Board hereby accepts the recommendation with respect to the MCDC Initiative, acknowledges and understands the consequences of self-reporting under the MCDC Initiative and authorizes the Superintendent of the District (the "Superintendent"), the Chief Business Official, or any designee thereof (each, an "Authorized Officer") to timely file the required questionnaires, in the format required by the SEC under the MCDC Initiative, in connection with the District's (a) Certificates of Participation (2009 Refinancing Project), (b) 2011 Tax and Revenue Anticipation Notes, and (c) Certificates of Participation (2011 Refinancing Project).

Section 2. Official Actions. The President, the Superintendent, the Chief Business Official and the Clerk of the Board, and any and all other officers of the District, are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all certificates, notices,

consents and other documents which they, or any of them, may deem necessary or advisable in furtherance of the intent of this Resolution and the disclosure procedures hereby approved.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

* * * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted and passed by the Board of Trustees of the Western Placer Unified School District at a regular meeting held on the 18th day of November, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
By _____

Kris Wyatt, President, Board of Trustees

ATTEST:

_____
Scott Leaman, Board of Trustees Secretary

8.7.2

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.

DISTRICT GLOBAL GOALS

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

SUBJECT:
Approve Resolution #14/15.11 – WPUSD Approving Disclosure Procedures for the Public Debt Issuances and Related Continuing Disclosure Obligations

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Resolution 14/15.11, with board approval, resolves that the District to:

(a) ensure that Initial Disclosure Documents do not contain any material misstatements or omit to state information material to prospective investors in connection with their decision to purchase obligations of the District

(b) ensure that Continuing Disclosure Documents filed with EMMA by the District are timely filed, are accurate and are otherwise in accordance with continuing disclosure obligations of the District

(c) ensure that material event notices and any other filings with EMMA in connection with debt obligations of the District are accurate and comply with all applicable federal and state securities laws, and

(d) promote best practices regarding the preparation of Initial Disclosure Documents and Continuing Disclosure Documents, the Board of Trustees hereby adopts disclosure procedures for public debt issuances in the form attached hereto as Exhibit A.

RECOMMENDATION:

Staff recommends the Board of Trustees adopted Resolution 14/15.11 approving disclosure procedures for the public debt issuances and related continuing disclosure obligations for Western Placer Unified School District.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 14/15.11

RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT APPROVING DISCLOSURE PROCEDURES FOR PUBLIC DEBT ISSUANCES AND RELATED CONTINUING DISCLOSURE OBLIGATIONS

RESOLVED, by the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District") as follows:

WHEREAS, from time to time the District incurs indebtedness (including but not limited to bonds, notes and certificates of participation) and, in connection therewith, prepares disclosure documents (a) describing the indebtedness for use in the offering and sale of the indebtedness or interests therein generally known as "official statements" or "placement memoranda" (referred to in this Resolution as "Initial Disclosure Documents"); and (b) as required by continuing disclosure obligations entered into by the District in connection with such indebtedness (referred to in this Resolution as "Continuing Disclosure Documents") which typically are required to be filed with the Municipal Securities Rule Making Board's Electronic Municipal Market Access System (generally known as "EMMA"), and

WHEREAS, to (a) ensure that Initial Disclosure Documents do not contain any material misstatements or omit to state information material to prospective investors in connection with their decision to purchase obligations of the District, (b) ensure that Continuing Disclosure Documents filed with EMMA by the District are timely filed, are accurate and are otherwise in accordance with continuing disclosure obligations of the respective District, (c) ensure that material event notices and any other filings with EMMA in connection with debt obligations of the District are accurate and comply with all applicable federal and state securities laws, and (d) promote best practices regarding the preparation of Initial Disclosure Documents and Continuing Disclosure Documents, it is appropriate for the Board to adopt disclosure procedures for public debt issuances.

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

Section 1. Disclosure Procedures. To (a) ensure that Initial Disclosure Documents do not contain any material misstatements or omit to state information material to prospective investors in connection with their decision to purchase obligations of the District, (b) ensure that Continuing Disclosure Documents filed with EMMA by the District are timely filed, are accurate and are otherwise in accordance with continuing disclosure obligations of the District, (c) ensure that material event notices and any other filings with EMMA in connection with debt obligations of the District are accurate and comply with all applicable federal and state securities laws, and (d) promote best practices regarding the preparation of Initial Disclosure Documents and Continuing Disclosure Documents, the Board of Trustees hereby adopts disclosure procedures for public debt issuances in the form attached hereto as Exhibit A.

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Section 2. Official Actions. The President, the Superintendent, the Chief Business Official and the Clerk of the Board, and any and all other officers of the District, are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all certificates, notices, consents and other documents which they, or any of them, may deem necessary or advisable in furtherance of the intent of this Resolution and the disclosure procedures hereby approved.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

* * * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted and passed by the Board of Trustees of the Western Placer Unified School District at a regular meeting held on the 18th day of November, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
By _____

Kris Wyatt, President, Board of Trustees

ATTEST:

_____
Scott Leaman, Board of Trustees Secretary

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EXHIBIT A

DISCLOSURE PROCEDURES FOR PUBLIC DEBT ISSUANCES AND RELATED DISCLOSURE OBLIGATIONS

I. INTRODUCTION

A. Purpose

These disclosure procedures (the "Procedures") of the Western Placer Unified School District (the "District"), are intended to (1) ensure that the District's Initial Disclosure Documents and Continuing Disclosure Documents (as such terms are defined in Section II A.2 below) are accurate and comply with all applicable federal and state securities laws, and (2) promote best practices regarding the preparation of the District's Initial Disclosure Documents and Continuing Disclosure Documents.

II. KEY PARTICIPANTS

A. Disclosure Practices Working Group

1. *Composition.* A Disclosure Practices Working Group (the "Disclosure Working Group") will have general oversight over the entire initial and continuing disclosure process. Members of the Disclosure Working Group shall be appointed from time to time by the Superintendent (in consultation with the Chief Business Official) and shall consist of persons relevant to the disclosure process. The initial Disclosure Working Group shall include the following persons:

(a) the Chief Business Official;

(b) the Disclosure Coordinator (as described below);

(c) Counsel to the District; and

(d) and any other individuals appointed by the Superintendent.

The Disclosure Working Group shall consult with finance team members for each applicable District debt obligation, or other interested parties as the Chief Business Official or any other member of the Disclosure Working Group determines is advisable, related to disclosure issues and practices. Meetings of the Disclosure Working Group may be held telephonically.

The Disclosure Working Group is an internal working group of District staff and not a decision-making or advisory body subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.).

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2. *Responsibilities.* The Disclosure Working Group is responsible for:

(a) reviewing all Initial Disclosure Documents, and making recommendations to the Board of Trustees or appropriate governing board for their approval of Initial Disclosure Documents;

(b) reviewing all continuing disclosure obligations as contained in Initial Disclosure Documents before such documents are released to the prospective investors, and making recommendations to the Board of Trustees or appropriate governing board for their approval of such continuing disclosure obligations;

(c) reviewing annually the District's status and compliance with continuing disclosure obligations, including filings of Continuing Disclosure Documents, compliance with these Procedures and the annual report prepared by the Disclosure Consultant as described in Section II (C) below;

(d) reviewing any items referred to the Disclosure Working Group; and

(e) evaluating the effectiveness of these Procedures and approving changes to these Procedures.

For purposes of these Procedures, "Initial Disclosure Documents" means disclosure documents describing District indebtedness for use in connection with the offering and sale of the indebtedness or interests therein, including Official Statements (as defined in the next sentence); and "Continuing Disclosure Documents" means (i) annual continuing disclosure reports filed with the MSRB, and (ii) event notices and any other filings with the MSRB. As used in these Procedures, the term "Official Statements" means preliminary and final official statements, private placement memoranda and remarketing memoranda relating to the District's debt obligations, together with any supplements, for debt obligations for which a continuing disclosure obligation is required.

B. Disclosure Coordinator

1. *Appointment.* The Chief Business Official, in consultation with the other members of the Disclosure Working Group, shall select and appoint a Disclosure Coordinator. The Chief Business Official may serve as the Disclosure Coordinator.

2. *Responsibilities.* The Disclosure Coordinator is responsible for:

(a) serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any Initial Disclosure Document or Continuing Disclosure Document;

(b) in preparing Initial Disclosure Documents and in anticipation of preparing Continuing Disclosure Documents, soliciting "material" information (as defined in Securities and Exchange Rule 10b-5) from District departments and other relevant District Staff;

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(c) following up with others, including management of outside consultants assisting the District, in the preparation and dissemination of Initial Disclosure Documents and Continuing Disclosure Documents to make sure that assigned tasks have been completed on a timely basis and making sure that the Continuing Disclosure Documents are filed on a timely basis and are accurate;

(d) In cooperation with the attorney or attorneys, or financial advisor, preparing any Initial Disclosure Document, and with other District or public agency Staff members with knowledge of the subject matter of the respective debt obligation, (i) reviewing each Initial Disclosure Document with the Disclosure Working Group and (ii) presenting the Initial Disclosure Document to the Board of Trustees or other appropriate governing board for approval, before it is disseminated to the public or prospective purchasers of the related debt obligation, all in order to ensure that all disclosure contained therein and not otherwise attributable to sources other than the District is accurate and does not omit to state information required to be stated therein in order to make the statements therein not misleading in any material respect;

(e) preparing and filing the required Continuing Disclosure Documents, to the extent such filings are not prepared and filed by the Disclosure Consultant;

(f) monitoring compliance by the District with these Procedures, including timely dissemination of annual report and event filings as described in Sections III (B) and (C) below;

(g) recommending changes to these Procedures to the Disclosure Working Group as necessary or appropriate;

(h) together with the Chief Business Official (if other than the Disclosure Coordinator), coordinating the timely provision of information to the Disclosure Consultant as needed to fulfill its responsibilities to the District;

(i) maintaining records documenting the District's compliance with these Procedures;

(j) reviewing compliance with and providing appropriate certifications in connection with the various covenants in documents for debt obligations; and the Disclosure Coordinator shall review the documents for debt obligations to determine which covenants require an annual or regular certification and maintain a list of those with the Disclosure Coordinator (the Disclosure Coordinator may delegate such compliance requirements to the Disclosure Consultant); and

(k) ensuring that members of the Disclosure Working Group and the Board of Trustees or other applicable governing board approving Initial Disclosure Documents or Continuing Disclosure Documents receive periodic training regarding disclosure responsibilities and practices.

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3. *Consultation*. The Disclosure Coordinator shall consult with the disclosure counsel for a respective debt obligation to the extent the Disclosure Coordinator considers appropriate to perform the Disclosure Consultant's responsibilities.

C. Disclosure Consultant

1. *Appointment*. The Chief Business Official shall designate or hire, as applicable, a Disclosure Consultant (who may be a District Staff member, an attorney retained as disclosure counsel, a financial advisor or other appropriate consultant) in consultation with the Disclosure Working Group. The Disclosure Consultant shall have significant expertise and experience related to on-going disclosure requirements for municipal securities.

2. *Responsibilities*. The Disclosure Consultant is responsible for:

(a) communicating to the Disclosure Working Group its information needs, reviewing Initial Disclosure Documents, Continuing Disclosure Documents and other relevant information, consulting with appropriate District staff or interested parties needed to confirm that the District is meeting its disclosure obligations; and

(b) from time to time, making recommendations to the Disclosure Working Group regarding ways the District may improve these Procedures and methods of meeting District continuing disclosure obligations.

D. Others With Responsibility for Initial Disclosure Documents.

1. *Responsibilities of District Attorney*. The District Attorney (or a designee) shall review Initial Disclosure Documents and shall draft for Initial Disclosure Documents descriptions of (a) any material current, pending or threatened litigation, (b) any material settlements or court orders and (c) any other legal issues that are material information for purposes of any respective Initial Disclosure Document.

2. *Responsibilities of Chief Business Official*. The Chief Business Official shall review each Initial Disclosure Document, identify any material difference in presentation of financial information from the District's most recent financial statements and ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the Chief Business Official (or the Chief Business Official's staff) or of relevance to the finances of the District. In addition, the Chief Business Official shall determine whether the District's then-available financial statements are appropriate to be included in the respective Initial Disclosure Document and whether to seek the consent of the District's auditor to including financing statements in the respective Initial Disclosure Document.

III. CONTINUING DISCLOSURE FILINGS

A. Overview of Continuing Disclosure Filings

Under the continuing disclosure undertakings it has entered into in connection with its debt offerings, the District is required to file annual reports with the Municipal Securities Rulemaking

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Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings in each year. Such annual reports are required to include certain updated financial and operating information (or may refer to a publicly-available document), which varies among the different obligations issued by the District, the District's audited financial statements and other information material to investors.

The District is also required under the continuing disclosure undertakings to file notices of certain events with EMMA.

B. Annual Reports

The Disclosure Coordinator shall ensure that the preparation of the District's annual reports commences as required to satisfy the filing requirements under each specific continuing disclosure obligation. Before any annual report is submitted to EMMA, the Disclosure Coordinator shall confer with the Disclosure Working Group as needed regarding the content and accuracy of any annual report. Prior to each filing, the Disclosure Coordinator will review each report with the Disclosure Consultant, and the Disclosure Consultant will confirm in writing (which may be by email) that such report appears to comply with the requirements of the applicable continuing disclosure undertaking.

C. Event Filings

Each member of the Disclosure Working Group shall notify the other members of the Disclosure Working Group if he or she becomes aware of any of the material events listed in any of the District's continuing disclosure undertakings. The Disclosure Working Group may meet to discuss the event and to determine, in consultation with the Disclosure Consultant, whether a filing is required or is otherwise desirable.

D. Uncertainty

The Chief Business Official may direct questions regarding the disclosure to the Disclosure Consultant, disclosure counsel, bond counsel or the District Attorney or such other counsel or consultant he/she deems appropriate.

IV. CONTINUING DISCLOSURE DOCUMENTS TO BE RETAINED

The Disclosure Coordinator shall be responsible for retaining records demonstrating compliance with the Continuing Disclosure Document requirements of these Procedures. The Disclosure Coordinator shall retain an electronic or paper file ("Disclosure File") for each continuing disclosure annual report that the District completes. Each Disclosure File shall include the final version of the applicable Initial Disclosure Document and all related Continuing Disclosure Documents; written confirmations, certifications, letters and legal opinions described herein; copies of these Disclosure Procedures and a list of individuals to whom they have been distributed and the dates of such distributions; and a written record of the dates of meetings of the Disclosure Working Group. The Disclosure File shall be maintained in a central depository for a period of five years from the later of the date of delivery of the securities referenced in the Continuing Disclosure Document, or the date the Continuing Disclosure Document is published, posted, or otherwise made publicly available, as applicable.

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V. EDUCATION

The Chief Business Official shall ensure that the Disclosure Coordinator and the members of the Disclosure Working Group are properly trained to understand and perform their responsibilities. Such training may include training sessions conducted by consultants with expertise in municipal securities disclosure or by the Disclosure Consultant, attendance at conferences, or other appropriate methods identified by the Chief Business Official.

VI. AMENDMENTS

Any provision of these Procedures may be waived or amended at any time by action of the Board of Trustees, or otherwise by written confirmation of the Superintendent upon consultation with the Chief Business Official.

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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:
Adoption of Revised/New Policies/Regulations/Exhibits

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- AR 3543 – Transportation Safety and Emergencies
- BP/AR 4115 – Evaluation/Supervision
- AR 4117.11/4317.11 – Preretirement Part-Time Employment
- AR 4161.11/4261.11/436.11 – Industrial Accident/Illness Leave
- AR 4161.2/4261.2/4361.2 – Personal Leaves
- BP 4315 – Evaluation/Supervision
- BP/AR 5141.6 – School Health Services
- AR 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities)
- AR 6159 – Individualized Education Program
- BP 6159.1 – Procedural Safeguards and Complaints for Special Education
- BP/AR 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education
- BP/AR 7214 – General Obligation Bonds

RECOMMENDATION:

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

wp/rk/factform

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.

AR 3543 - Transportation Safety and Emergencies
(AR revised)

MANDATED regulation updated to reflect **NEW LAW (AB 1536)** which allows the use of voice-operated and hands-free electronic wireless communications devices for text-based communications while driving a motor vehicle, including a school bus or student activity bus. Regulation also expanded to reflect existing law related to daily safety inspections of buses, bus driver's obligation to report accidents, and placement of fire extinguishers in wheelchair school buses.

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

Mandated policy updated to include evaluation criteria formerly in AR since establishing criteria is a responsibility of the board. Policy also revised to clarify that evaluation procedures are subject to negotiation.

Mandated regulation updated to reflect **NEW LAW** (AB 97, 2013) which eliminated the Peer Assistance and Review (PAR) program. Regulation also adds section on qualifications of evaluators based on material formerly in BP 4315.1 - Staff Evaluating Teachers.

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 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave
(AR revised)

MANDATED regulation recoded to merge former AR 4161.11/4361.11 - Industrial Accident/Illness Leave for certificated and administrative/supervisory employees and AR 4261.11 - Industrial Accident/Illness Leave for classified employees. Revised regulation clarifies that the district must set the maximum number of days allowed for such leave, which must be at least 60 working days in one fiscal year for the same industrial accident or illness, and provides options for the district re: the process of issuing salary payments that take into account the amount of the employee's workers' compensation check. Regulation also clarifies retention of status and benefits, notification when leave is exhausted, and placement on a reemployment list when the employee is not medically able to resume his/her duties after all available leave is exhausted.

AR 4161.2/4261.2/4361.2 - Personal Leaves
(AR revised)

MANDATED regulation updated to reflect **NEW LAW (AB 1203)** which (1) requires the district to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of an employee organization for the purpose of attending important organizational activities authorized by the organization and (2) requires the employee organization to provide reasonable prior notification to the district and to reimburse the district within 10 days of receiving certification of the district's payment of compensation to the employee.

BP 4315 - Evaluation/Supervision
(BP new)

Mandated policy reorganized to delete separate sections for certificated and classified administrators/supervisors to provide consistency in evaluation purposes and procedures. Policy also revised to emphasize consistency of evaluation procedures with employee contracts and collective bargaining agreements, link staff evaluations to decisions about contract renewal as specified in AR 4312.1 - Contracts, add optional evaluation criteria specified in law, and reflect the revised California Professional Standards for Educational Leaders as adopted by the CTC in February 2014.

BP/AR 5141.6 - School Health Services
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 499)** which allows a minor age 12 and older to consent to medical care related to the prevention of a sexually transmitted disease, and existing law which provides that minors age 12 and older can consent to mental health services under certain conditions. Policy also adds optional language giving priority for services to schools with the greatest need and language addressing the involvement of school nurses, as appropriate, in planning and implementing school health services. Reorganized regulation (1) deletes material re: hours of operation since these may vary by site, (2) reflects legal requirement to cooperate with county program to offer fluoride dental treatments to all school-aged children, (3) adds option to provide service for substance abuse, and (4) adds requirement to submit annual report as a condition of continued participation as a Medi-Cal provider.

AR 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)
(AR revised)

Regulation updated to reflect **NEW LAW (AB 143)** which requires that, when law enforcement is notified of certain acts by students with disabilities, law enforcement officials must certify that specified student records will not be disclosed without prior written parental consent. Revised regulation also clarifies that students with disabilities are subject to the same suspension and expulsion procedures as nondisabled students unless otherwise specified.

AR 6159 - Individualized Education Program
(AR revised)

Reorganized, **MANDATED** regulation reflects repeal of law which previously required districts to request participation of a county mental health agency in the individualized education program (IEP) team before referring a student to the county mental health agency. Regulation also clarifies membership of IEP team, possible alternative student assessments for students with disabilities and current exemption from high school exit examination, and parental right to examine student records, and reorganizes material for IEP development and review into applicable sections.

BP 6159.1 - Procedural Safeguards and Complaints for Special Education
(BP revised)

MANDATED policy contains editorial changes and updated legal references. **MANDATED** regulation updated to reflect **NEW FEDERAL REGULATIONS** which require the district to send the "prior written notice" upon receipt of a parent/guardian's revocation of consent for the continued provision of special education services. Regulation also reflects **NEW LAW** (AB 2555) which requires the "procedural safeguards notice" to include information regarding the state special schools for students who are deaf or blind.

BP/AR 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education
(BP/AR revised)

MANDATED policy and regulation updated to reflect **NEW LAW (SB 121, 2012)** which prohibits the referral of a student with a disability to, or placement in, a nonpublic, nonsectarian school without the student's individualized education program team's agreement. Policy also adds material on out-of-state placements, applications for state waivers of legal requirements, and district verification of the school/agency's certification to provide special education and related services. Regulation also reorganized and updated to clarify requirements for the master contract with a nonpublic, nonsectarian school or agency, including the process of making changes to the master contract.

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BP/AR 7214 - General Obligation Bonds
(BP/AR revised)

Policy updated to clarify material related to bond elections and resolutions regarding the sale of bonds and to add new section on bond anticipation notes, which may be issued to finance a facilities project on an interim basis in anticipation of the sale of bonds that has been approved by the voters. Regulation updated to reflect **NEW LAW (AB 1199)** which authorizes members of a citizens' oversight committee to serve for three consecutive terms rather than two.

TRANSPORTATION SAFETY AND EMERGENCIES

Cautionary Notice: **AB 1610 (Ch. 724, Statutes of 2010) amended Government Code 17581.5 to relieve districts from the obligation to implement specified statutes whenever they are identified in the Budget Act as being ones for which state mandate reimbursement is not provided for that fiscal year. As a result, certain provisions of the following administrative regulation that reflect those requirements may be suspended. It is recommended that districts consult legal counsel prior to suspending any provisions.**

Each day, prior to driving a school bus, each school bus driver shall inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment listed in 13 CCR 1215, including any defect or deficiency discovered by or reported to him/her which would affect safe operation or result in mechanical breakdown of the bus, or indicating that no defect or deficiency was discovered or reported. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus. (13 CCR 1215)

(cf. 3540 - Transportation)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3542 - School Bus Drivers)

In the event of a school bus accident, the driver shall immediately notify the California Highway Patrol, the Superintendent or designee, and, if the bus is operated under contract, the driver's employer. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

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

~~Safety Equipment~~ *Passenger Restraint Systems*

~~Each school bus shall be equipped with at least one fire extinguisher located in the driver's compartment which meets the standards specified in law. (Education Code 39838; 13 CCR 1242)~~

The Superintendent or designee shall ensure that any school bus **or student activity bus** which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus ~~designed for carrying more than 16 passengers and the driver and is~~ manufactured on or after July 1, 2005 **which is designed for carrying more than 16 passengers and the driver.**

2. Is a Type 2 school bus or student activity bus **manufactured on or after july 1, 2004 which meets one of the following criteria:** ~~designed for carrying 16 or fewer~~

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TRANSPORTATION SAFETY AND EMERGENCIES (continued)

~~passengers and the driver, or designed for carrying 20 or fewer passengers and the driver and having a manufacturer's vehicle weight rating of 10,000 pounds or less, and is manufactured on or after July 1, 2004~~

a. Is designed for carrying 16 or fewer passengers and the driver

b. Has a manufacturer's vehicle weight rating of 10,000 pounds or less and is designed for carrying not more than 20 passengers and the driver

The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be informed of procedures to ~~be followed to reasonably~~ enforce **the** proper use of the passenger restraint system. **Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.**

(cf. 5131.1 - Bus Conduct)
(cf. 5144 - Discipline)

Fire Extinguishers

Each school bus shall be equipped with at least one fire extinguisher located in the driver's compartment which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

Electronic Communications Devices

A bus driver shall not drive a school bus or student activity bus while using a wireless telephone, except under the following conditions: (Vehicle Code 23123, 23125)

1. **When he/she uses a wireless telephone that is specifically designed and configured to allow hands-free listening and talking, provided it is used in that manner while driving**

2. **For emergency purposes, including, but not limited to, a call to a law enforcement agency, health care provider, fire department, or other emergency service agency or entity**

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

3. For work-related purposes

(cf. 3513.1 - Cellular Phone Reimbursement)

A bus driver shall not drive while using an electronic wireless communications device to write, send, or read a text-based communication, including, but not limited to, text messages, instant messages, and email, unless the device is specifically designed and configured to allow voice-operated and hands-free operation and is used in the manner. This prohibition does not include reading, selecting, or entering a telephone number or name in an electronic wireless communications device for the purpose of making or receiving a telephone call. (Vehicle Code 23123.5)

Safe Bus Operations

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. **(Education Code 39834)**

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips shall have the authority to discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

(cf. 3516.5 - Emergency Schedules)
(cf. 3540 - Transportation)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3542 - School Bus Drivers)

~~A person shall not drive a motor vehicle while using a wireless telephone, except under the following conditions: (Vehicle Code 23123, 23125)~~

~~1. When he/she uses a wireless telephone that is specifically designed and configured to allow hands-free listening and talking, provided it is used in that manner while driving~~

~~2. For emergency purposes, including, but not limited to, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency service agency or entity~~

~~*(cf. 3513.1 - Cellular Phone Reimbursement)*~~
~~*(cf. 4040 - Employee Use of Technology)*~~

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TRANSPORTATION SAFETY AND EMERGENCIES (continued)

~~A person shall not drive a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication, including, but not limited to, text messages, instant messages, and email. This prohibition does not include reading, selecting, or entering a telephone number or name in an electronic wireless communications device for the purpose of making or receiving a telephone call. (Vehicle Code 23123.5)~~

~~The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.~~

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

Unauthorized Entry

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

(cf. 3515.2 - Disruptions)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall include all of the following: (Education Code 39831.3)

1. Procedures for determining if students in grades prekindergarten through 8 require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112

2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops

3. Procedures for boarding and exiting a school bus at a school or other trip destination

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol. (Education Code 39831.3)

***Parental* Notifications**

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

previously been transported in a school bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops will be available
2. General rules of conduct at school bus loading zones
3. Red light crossing instructions
4. A description of the school bus danger zone
5. Instructions for safety while walking to and from school bus stops

(cf. 5145.6 - Parental Notifications)

Student Instruction

~~All~~ Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety **as follows**. (Education Code 39831.5; **5 CCR 14102**)

~~The Superintendent or designee shall ensure that instruction is provided to students as follows:~~

1. ~~The Superintendent or designee shall annually provide appropriate instruction in safe riding practices and emergency evacuation drills to~~ **E**each **year all** students who receives home-to-school transportation in a school bus **shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.** ~~(5 CCR 14102)~~
2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to: ~~(Education Code 39831.5)~~
   a. Proper loading and unloading procedures, including escorting by the driver
   b. How to safely cross the street, highway, or private road

8.9.8

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use

d. Proper passenger conduct

~~*(cf. 5131.1 - Bus Conduct)*~~

e. Bus evacuation procedures

f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit. ~~(Education Code 39831.5)~~

Each time the above instruction is given, the following information shall be documented: ~~(Education Code 39831.5)~~

a. District name

b. School name and location

c. Date of instruction

d. Names of supervising adults

e. Number of students participating

f. Grade levels of students

g. Subjects covered in instruction

h. Amount of time taken for instruction

i. Bus driver's name

j. Bus number

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the California Highway Patrol. ~~(Education Code 39831.5)~~

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to, **the location of emergency exits and the location and use of emergency equipment. This instruction also may emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.** ~~(Education Code 39831.5)~~

~~a. Location of emergency exits~~

~~b. Location and use of emergency equipment~~

~~This instruction also may include responsibilities of passengers seated next to an emergency exit. (Education Code 39831.5)~~

Legal Reference: (see next page)

8.9.10

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

Legal Reference:

EDUCATION CODE
39830-39842 Transportation, school buses
51202 Instruction in personal and public health and safety
PENAL CODE
241.3 Assault against school bus driver
243.3 Battery against school bus driver
VEHICLE CODE
415 Definition of motor vehicle
545-546 Definition of school bus and school pupil activity bus
22112 Loading and unloading passengers
23123 Use of wireless telephone prohibited while driving motor vehicle
23123.5 Text communications prohibited while driving motor vehicle
23125 Use of wireless telephone prohibited while driving school bus
27316 -27316.5 Passenger restraint systems
34500 California Highway Patrol responsibility to regulate safe operation of school buses
34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses
34501.6 School buses; reduced visibility
34508 California Highway Patrol responsibility to adopt rules re: equipment and operations of school buses
CODE OF REGULATIONS, TITLE 5
14100-14105 School buses and student activity buses
CODE OF REGULATIONS, TITLE 13
1200-1293 Motor carrier safety
2480 Airborne toxic control measure; limitation on us idling
CODE OF FEDERAL REGULATIONS, TITLE 49
571.1-571.500 Motor vehicle standards, including school buses

Management Resources:

WEB SITES
California Association of School Business Officials: http://www.casbo.org
California Association of School Transportation Officials: http://www.castoways.org
California Department of Education, Office of School Transportation: http://www.cde.ca.gov/ls/tn
California Highway Patrol: http://www.chp.ca.gov
National Coalition for School Bus Safety: http://www.ncsbs.org
National Transportation Safety Board: http://www.ntsb.gov
U.S. Department of Transportation, National Highway Traffic Safety Administration: http://www.nhtsa.dot.gov

Regulation
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.9.11

EVALUATION/SUPERVISION

The Board of Trustees believes that regular and comprehensive evaluations can help instructional staff **accountable for their performance and key to** improv**ing** their teaching skills and raise students' levels of achievement. ~~Evaluations also serve to hold staff accountable for their performance. The Superintendent or designee shall evaluate the performance of certificated staff members in accordance with law, negotiated employee contracts and Board-adopted evaluation standards.~~

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4315 – Evaluation/Supervision)

Evaluations shall be used to recognize the exemplary skills and accomplishments of staff and to identify areas needing improvement. When areas needing improvement are identified, the Board expects employees to accept responsibility for improving their performance and encourages them to take initiative to request assistance as necessary, including participation in appropriate staff development and/or individualized teacher support and guidance programs.

(cf. 4117.4 - Dismissal)
(cf. 4117.6 - Decision Not to Rehire)
(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

The Superintendent or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria: (Education Code 44662)

1. **Students' progress toward meeting district standards of expected achievement for their grade level in each area of study and, if applicable, towards the state-adopted content standards as measured by state-adopted criterion-referenced assessments**

(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

2. **The instructional techniques and strategies used by the employee**

3. **The employee's adherence to curricular objectives**

4. **The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities**

With the agreement of the exclusive representative of the certificated staff when applicable, the Superintendent or designee may incorporate objective standards from the National Board for Professional Teaching Standards and/or the California Standards for the

8.9.12

EVALUATION/SUPERVISION (continued)

Teaching Profession ~~shall be reviewed and may be incorporated in~~ **into** district evaluation standards. ~~with the agreement of the exclusive representative of the certificated staff.~~

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4140/4240 - Bargaining Units)
~~*(cf. 4315.1 - Staff Evaluating Teachers)*~~

~~Evaluation procedures may include observation of teacher performance in the classroom.~~

The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests. (Education Code 44662)

Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)

The Superintendent or designee shall ensure that evaluation ratings have uniform meaning **and are uniformly applied** throughout the district.

~~Evaluations shall be used to recognize the exemplary skills and accomplishments of staff and to identify areas needing improvement. When areas needing improvement are identified, the Board expects employees to accept responsibility for improving their performance. The Superintendent or designee shall assist employees in improving their performance and may require participation in appropriate programs. Staff members are encouraged to take initiative to request assistance as necessary to promote effective teaching.~~

~~*(cf. 4131 - Staff Development)*~~
~~*(cf. 4139 - Peer Assistance and Review)*~~

Legal Reference: (see next page)

8.9.13

EVALUATION/SUPERVISION (continued)

Legal Reference:

EDUCATION CODE
33039 State guidelines for teacher evaluation procedures
35171 Availability of rules and regulations for evaluation of performance
~~*44500-44508 Peer assistance and review program for teachers*~~
44660-44665 Evaluation and assessment of performance of certificated employees (the Stull Act)
GOVERNMENT CODE
3543.2 Scope of representation
UNITED STATES CODE, TITLE 20
6319 Highly qualified teachers
7801 Definition of highly qualified teacher

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
~~*Standards for the Quality and Effectiveness for Beginning Teacher Support and Assessment Programs, 1997*~~
California Standards for the Teaching Profession, ~~1997~~ 2009
WEB SITES
CSBA: http://www.csba.org
Cailifornia Department of Education: http://www.cde.ca.gov
California Commission on Teacher Credentialing: http://www.ctc.ca.gov
National Board for Professional Teaching Standards: http://www.nbpts.org

EVALUATION/SUPERVISION

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

(cf. 4141/4241 - Collective Bargaining Agreement)

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

(cf. 4112.9 – Employee Notifications)
~~*(cf. 4100 – Certificated Personnel)*~~

~~Certificated staff shall receive information regarding the district's evaluation criteria and procedures upon employment with the district and whenever the criteria are revised.~~

Frequency of Evaluations

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

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

~~The performance of~~ Each certificated employee with permanent status shall be evaluated and assessed **at least every other year. If the employee receives an unsatisfactory evaluation, he/she shall be annually evaluated until he/she achieves a positive evaluation or is separated from the district.** ~~on a continuing basis as follows:~~ (Education Code 44664)

(cf. 4117.4 - Dismissal)

~~1. At least every other year~~

~~2. At least every five years if all of the following conditions are met:~~

~~a. The employee has been employed by the district at least 10 years.~~

~~b. The employee meets the qualifications of a highly qualified teacher as defined in 20 USC 7801 of the federal No Child Left Behind Act, if 20 USC 6319 requires that his/her position be filled by a highly qualified teacher.~~

~~c. The employee's previous evaluation rated him/her as meeting or exceeding standards.~~

8.9.15

EVALUATION/SUPERVISION (continued)

~~d. The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.~~

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

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
~~(cf. 4315.1 - Staff Evaluating Teachers)~~

~~3. If the permanent employee has received an unsatisfactory evaluation, annually until he/she receives a satisfactory evaluation or is separated from the district~~

~~The Superintendent or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria: (Education Code 44662)~~

~~1. Students' progress toward meeting district standards of expected achievement for their grade level in each area of study and, if applicable, towards the state-adopted content standards as measured by state-adopted criterion-referenced assessments~~

Evaluation ~~Criteria~~ *Results*

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

~~(cf. 6011 - Academic Standards)~~
~~(cf. 6162.5 - Student Assessment)~~

~~2. The instructional techniques and strategies used by the employee~~

~~3. The employee's adherence to curricular objectives~~

~~4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities~~

~~The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests. (Education Code 44662)~~

8.9.16

EVALUATION/SUPERVISION (continued)

~~Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)~~

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

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

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

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

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

~~Any certificated employee who receives an unsatisfactory rating in the area of teaching methods or instruction shall participate in the district's peer assistance and review program. (Education Code 44662, 44664)~~

~~*(cf. 4139 - Peer Assistance and Review)*~~

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

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

Qualifications of Evaluators

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

8.9.17

EVALUATION/SUPERVISION (continued)

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

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 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.~~

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.

~~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.~~

2. Prior to the reduction in workload, the employee shall have a minimum of 10 years of credited service, of which the immediately preceding five years shall be full-time employment.

~~3. The employee shall have been employed full-time to perform creditable service for a minimum of 10 years including five years immediately preceding the reduction in workload.~~

3. 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 ~~sabbatical or other approved leave of absence shall not be used in computing the five-year~~ full-time ~~requirement.~~ **basis for at least five school years preceding the workload reduction if he/she reinstates from retirement.**

8.9.19

PRERETIREMENT PART-TIME EMPLOYMENT (continued)

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

4. The employee shall have reached the age of 55 years prior to the ~~reduction in~~ workload **reduction**.

5. **The employee shall not hold a position with a salary above that of a school principal.**

6. The reduced workload shall be equal to **at least** one-half of the **time the district requires for** full-time ~~equivalent required 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 in workload**.

7. 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** ~~had the employee~~ not ~~opted to~~ reduced 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.

8.9.20

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~~ State Teachers' 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
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.9.21

INDUSTRIAL ACCIDENT/ILLNESS LEAVE

~~In each fiscal year, allowable leave for certificated employees for any single industrial accident or illness shall be for 60 days during which the schools of the district are in session or when the employee would otherwise have been performing work for the district.~~

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)
(cf. 4157/4257/4357 – Employee Safety)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161/4261/4361 - Leaves)
~~(cf. 4361 - Leaves)~~

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Allowable industrial accident/illness leave shall not accumulate from year to year. (Education Code 44984, **45192**)

When a**n** ~~certificated~~ employee is absent from his/her duties because of an industrial accident or illness: (Education Code **44043, 44044,** 44984, **45192**)

1. ~~Industrial accident or illness~~ **The** leave shall start on the first day of absence.

2. **During the period of absence,** the employee shall be paid such portion of ~~the~~ **his/her wage or** salary ~~due for any month in which the absence occurs as, when added to the temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to the employee of not more than his/her full salary.~~ **that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.**

3. ~~Industrial accident or illness~~ **The** leave shall be reduced by one day for each day of authorized absence, regardless of a**n** ~~temporary disability indemnity~~ award **granted under workers' compensation laws.**

4. When ~~an industrial accident or illness~~ leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

8.9.22

INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)

~~During any paid leave of absence, the employee may endorse to the district the temporary disability indemnity checks received on account of his/her industrial accident or illness. In those cases, the district shall issue appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. (Education Code 44984)~~

During any paid leave of absence, the workers' compensation checks will be sent directly to the district to issue appropriate warrants for payment. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions. (Education Code 44043)

Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state. (Education Code 44984, **45192**)

Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

(cf. 4116 - Probationary/Permanent Status)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4216 - Probationary/Permanent Status)

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

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

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave **provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provide that such leave,** ~~. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave which, when added to his/her temporary disability indemnity,~~ **when added to any continuing workers' compensation award, does not** ~~will~~ result in a payment to the employee of ~~not~~ more than ~~the~~ **his/her** ~~employee's~~ full **wage or** salary. (Education Code 44984, **45192**)

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

8.9.23

INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39 months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

(cf. 4217.3 - Layoff/Rehire)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE
44043 Temporary disability
44044 Temporary disability checks; waiver of endorsement to district
44977 Salary deductions during absence from duties
44978 Provisions for certificated employee sick leave
44978.1 Inability of certificated employee to return to duty; placement in another position or on reemployment list
44983 Exception to sick leave
44984 Required rules for Industrial accident and illness leave, ~~of absence~~ certificated employees
45191 Personal illness and injury leave, classified employees
45192 Industrial accident and illness leave, classified employees
LABOR CODE
3200-6002 Workers' compensation

Management Resources:

WEB SITES
Department of Industrial Relations: http://www.dir.ca.gov/DIR/OS&H/ DOSH/dosh1.html

Regulation approved: September 4, 2007
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.9.24

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable lesson plans or instructions for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/436 - Leaves)
~~*(cf. 4361 - Leaves)*~~

Members of the immediate family include: **(Education Code 44985, 45194)**

1. The mother, father, grandmother, grandfather or grandchild of the employee or of the employee's spouse

2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother or sister

3. ~~or~~ Any relative living in the employee's immediate household. ~~(Education Code 44985, 45194)~~

At the employee's request, bereavement leave may be extended under personal necessity leave provisions **as provided below**. (Education Code 44981, 45207)

Personal Necessity

Employees may use ~~up to~~ **a maximum of** seven days of their accrued **personal illness/injury** ~~sick~~ leave during each ~~contract~~ **school** year for reasons of personal necessity. (Education Code 44981, 45207)

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

8.9.25

PERSONAL LEAVES (continued)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)

2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

3. A serious illness of a member of the certificated employee's immediate family (Education Code 44981)

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

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order (Education Code 45207)

5. Fire, flood or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects true personal necessity.

Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of his/her immediate family. For certificated employees, advance permission also shall not be required in cases involving the serious illness of a member of the employee's immediate family. (Education Code 44981, 45207)

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

Legal Duties

Classified employees called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury ~~or witness~~ fees. (Education Code 44037)

8.9.26

PERSONAL LEAVES (continued)

Certificated employees also shall be granted leave for jury duty with pay up to the amount of the difference between the employee's regular earnings and any amount received as juror's fees.

Employees shall be granted leaves to appear in court as witnesses other than litigants or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such employees shall receive pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury

2. Comply with a subpoena or other court order to appear as a witness

Notices, summons and subpoenas for court appearances shall be submitted to the district office when requesting leave.

Leaves for Crime Victims

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, immediate family member of a victim, registered domestic partner of a victim, or child of a registered domestic partner of a victim of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)

2. A serious felony as defined in Penal Code 1192.7(c)

3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, ~~sick~~ **personal illness/injury** leave, **unpaid leave, or** compensatory time off that is otherwise available to the employee, or unpaid leave. (Labor Code 230.2)

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing,

8.9.27

PERSONAL LEAVES (continued)

the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The ~~supervisor and Superintendent or designee~~ **district** shall keep confidential any records pertaining to the employee's absence from work **by reason of this leave.** (Labor Code 230.2)

Leaves for Victims of Domestic Violence or Sexual Assault

An employee who is a victim of domestic violence or sexual assault as defined by law may take time off work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or his/her child. (Labor Code 230)

In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend to the following activities: (Labor Code 230.1)

1. **Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his/her child Seek medical attention for injuries caused by domestic violence or sexual assault**

2. **Seek medical attention for injuries caused by domestic violence or sexual assault**

3. **Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault**

4. **Obtain psychological counseling related to an experience of domestic violence or sexual assault**

5. **Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation**

~~An employee who is a victim of domestic violence or sexual assault may use vacation, personal leave or compensatory time off that is otherwise available to the employee under the applicable terms of employment. (Labor Code 230, 230.1)~~

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable time, certification of the absence in the form of any of the following documents: (Labor Code 230, 230.1)

8.9.28

PERSONAL LEAVES (continued)

1. A police report indicating that the employee was a victim of domestic violence or sexual assault

2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court

3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault

The ~~supervisor and Superintendent or designee~~ **district** shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

Personal Leave for a Child's School Activities

Any employee who is a parent/guardian or grandparent having custody of one or more children who are enrolled in grades K-12, or who attend a licensed day care facility, may use up to 40 hours of personal leave, vacation or compensatory time off each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the year, and the employee shall give reasonable advance notice of the absence. (Labor Code 230.8)

(cf. 1240 - Volunteer Assistance)

In lieu of using vacation, personal leave or compensatory time off, eligible employees giving reasonable advance notice may take up to 40 hours without pay each school year for this purpose, not to exceed eight hours in any month.

If both parents of a child are employed at the same work site, this leave shall be allowed for the first parent/**guardian** who applies. Simultaneous absence by the second parent may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed day care facility that he/she participated in school or licensed day care facility activities on a specific date and at a particular time. (Labor Code 230.8)

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8.9.29

PERSONAL LEAVES (continued)

Service on Education Boards, Committees ~~and State or Employee Organizations~~

Upon request, a certificated employees shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education boards, commissions, committees or groups authorized by Education Code 44987.3 ~~or statute,~~ provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is **performed with**in the state ~~of California~~.

2. The board, commission, organization or group informs the district in writing of the service.

3. The board, commission, organization or group agrees, prior to service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

~~Employees may take a~~ **Upon request, certificated or classified employees shall be granted a** leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the local organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special or regular meetings of the body of the organization. (Education Code 44987, 45210)

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

The Superintendent or designee may grant employees up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties or any other unreasonable hardship on the district.

8.9.30

PERSONAL LEAVES (continued)

The Superintendent or designee shall deduct the cost of a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that his/her spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that his/her spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of his/her intention to take the leave. The employee shall submit written documentation certifying that his/her spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

Civil Air Patrol Leave

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to employees, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single emergency operational mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

8.9.31

PERSONAL LEAVES (continued)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference:

EDUCATION CODE
44036-44037 Leaves of absence for judicial and official appearances
44963 Power to grant leaves of absence (certificated)
44981 Leave of absence for personal necessity (certificated)
44985 Leave of absence due to death in immediate family (certificated)
44987 Service as officer of employee organization (certificated)
44987.3 Leave of absence to serve on certain boards, commissions, etc.
45190 Leaves of absence and vacations (classified)
45194 Bereavement leave of absence (classified)
45198 Effect of provisions authorizing leaves of absence
45207 Personal necessity (classified)
45210 Service as officer of employee organization (classified)
45240-45320 Merit system, classified employees
FAMILY CODE
297-297.5 ***Registered*** *domestic partner rights,* ***protections, and benefits***
GOVERNMENT CODE
3543.1 Release time for representatives of employee organizations
LABOR CODE
230-230.2 Leave for victims of domestic violence, sexual assault or specified felonies
230.3 Leave for emergency personnel
230.4 Leave for volunteer firefighters
230.8 Leave to visit child's school
233 Illness of child, parent, spouse, domestic partner or domestic partner's child
234 Absence control policy
1500-1507 Civil Air Patrol leave
MILITARY AND VETERANS CODE
395.10 Leave when spouse on leave from military deployment
PENAL CODE
667.5 Violent felony, defined
1192.7 Serious felony, defined

Legal Reference:(continued on next page)

8.9.32

PERSONAL LEAVES (continued)

Legal Reference: (continued)
CALIFORNIA CONSTITUTION
Article 1, Section 8 Religious discrimination
UNITED STATES CODE, TITLE 29
2612 Family and Medical Leave Act, leave requirements
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VII, Civil Rights Act of 1964
COURT DECISIONS
Rankin v. Commission on Professional Competence (1988) 24 Cal.3d 167

Management Resources:
WEB SITES
California Federation of Teachers: http://www.cft.org
California School Employees Association: http://www.csea.com
California Teachers Association: http://www.cta.org

EVALUATION/SUPERVISION

The Governing Board believes that regular, comprehensive evaluations designed to hold administrative and supervisory staff accountable for their performance are key to improving their instructional leadership and management skills. Evaluations shall be linked to the district's vision and goals and school improvement plans.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 4300 - Administrative and Supervisory Personnel)

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

(cf. 4331 - Staff Development)

Administrative and supervisory employees shall be evaluated in accordance with provisions of employee contracts and/or applicable collective bargaining agreements as appropriate.

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4312.1 - Contracts)

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees.

(cf. 4112.9 - Employee Notifications)

An employee shall be evaluated annually for the first and second years of employment as an administrator or supervisor in the district, and at least every two years thereafter, unless otherwise provided for in an employee contract or collective bargaining agreement. Evaluations may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee.

The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position.

Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of: (Education Code 44671)

1. Academic growth of students, based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time

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EVALUATION/SUPERVISION (continued)

Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.

(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6141.5 - Advanced Placement)

2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal teamwork, and professional learning communities

3. Culturally responsive instructional strategies to address and eliminate the achievement gap

4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement

5. High expectations for all students and leadership to ensure active student engagement and learning

6. Collaborative professional practices for improving instructional strategies

7. Effective school management, including personnel and resource management, organizational leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior

8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth

9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the

EVALUATION/SUPERVISION (continued)

evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

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

Legal Reference:

EDUCATION CODE
35171 Availability of rules and regulations for evaluation of performance
44660-44665 Evaluation and assessment of performance of certificated employees
44670-44671 Principal evaluation
45113 Rules and regulations for the classified service in districts not incorporating the merit system
GOVERNMENT CODE
3540.1 Meeting and negotiating in public educational employment, definitions
3543.2 Scope of representation
3545 Determination of bargaining units

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
California Professional Standards for Educational Leaders
WEB SITES
CSBA: http://www.csba.org
Association of California School Administrators: http://www.acsa.org
California Department of Education: http://www.cde.ca.gov
Commission on Teacher Credentialing: http://www.ctc.ca.gov

EVALUATION/SUPERVISION (continued)

The Superintendent or designee shall develop regulations and procedures for the evaluation of all administrative and supervisory personnel. These written regulations and procedures shall be available to administrative and supervisory personnel. (Education Code 35171)

Classified Management Employees

Classified management personnel will be evaluated according to the procedures developed by the Superintendent or designee and approved by the Board. The evaluation shall include recommendations for improvement if needed. Assistance shall be provided by the district to this end.

The evaluation form must be signed by both the person being evaluated and the supervisor making the evaluation. The signature of the evaluated management employee shall not show agreement with the evaluation unless so indicated above the signature of the employee. The employee may make written response to the evaluation at any time up to 10 days after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

Confidential Personnel

The Superintendent or designee shall develop appropriate procedures for the evaluation of confidential personnel. Evaluations shall be administered in the same manner and time schedule as classified employees who have similar but nonconfidential positions with the district.

Legal Reference:

EDUCATION CODE
33039 State guidelines for teacher evaluation procedures
35171 Availability of rules and regulations for evaluation of performance
44660-44665 Evaluation and assessment of performance of certificated employees
45113 Rules and regulations for the classified service in districts not incorporating the merit system
GOVERNMENT CODE
3543.2 Scope of representation (re evaluation procedures)

STUDENT HEALTH AND SOCIAL SERVICES

The Board of Trustees recognizes that good physical and mental health is critical to a student's ability to learn and believes that all students should have access to comprehensive health ~~and social~~ services. ~~The Board desires to collaborate with local and state health, mental health and social service providers in order to offer integrated services at or near district schools.~~ The district may provide **access to health services at or near district schools through the establishment of a school health center and/or mobile van(s) that serve multiple campuses.** ~~preventive, diagnostic, therapeutic and/or rehabilitative health services on an outpatient basis at school sites.~~

The Board and the Superintendent or designee shall collaborate with local and state agencies and health care providers to assess the health needs of students in district schools and the community. Based on the results of this needs assessment and the availability of resources, the Superintendent or designee shall recommend for Board approval the types of health services to be provided by the district.

~~*(cf. 1020 - Youth Services)*~~
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.61- Drug Testing)
(cf. 5131.62 – Tobacco)
(cf. 5131.63 – Steroids)
(cf. 5141.-0Health Care and Emergencies)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 – Asthma Management)
(cf. 5141.24 - Specialized Health Care Services)
(cf. 5141.25 – Availability of Condoms)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 – Health Screening for School Entry)
~~*(cf. 5141.32 - Child Health and Disability Prevention Program)*~~
(cf. 5141.33 – Head Lice)
(cf. 5141.4 – Child Abuse Prevention and Reporting)
(cf. 5141.52 – Suicide Prevention)
(cf. 6145.2 – Athletic Competition)
~~*(cf. 5148 - Child Care and Development)*~~
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

~~The Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.~~

Board approval shall be required for any proposed use of district resources and facilities to support school health services. The Superintendent or designee shall identify funding opportunities available through grant programs, private foundations, and partnerships with local agencies and organizations.

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STUDENT HEALTH AND SOCIAL SERVICES (continued)

(cf. 1260 - Educational Foundation)
(cf. 1330.1 - Joint Use Agreement)
(cf. 3100 - Budget)
(cf. 7000 - Facilities Master Plan)

The Board may prioritize school health services to schools with the greatest need, including schools with medically underserved populations, a high percentage of low-income and uninsured children and youth, large numbers of English learners, Academic Performance Index rankings in deciles 1-3, and/or a shortage of health professionals in the community.

School health services shall be provided or supervised by a licensed health care professional. The Board may employ or contract with health care professionals or partner with community health centers to provide the services under the terms of a written contract or memorandum of understanding.

(cf. 1020 - Youth Services)
(cf. 3312 - Contracts)

If a school nurse is employed by the school or district, he/she shall be involved in planning and implementing the school health services as appropriate.

The Superintendent or designee shall coordinate the provision of school health services with other student wellness initiatives, including health education, programs that address nutrition and physical fitness, and other activities designed to create a healthy school environment. The Superintendent or designee shall encourage joint planning and regular communications among health services staff, district administrators, teachers, counselors, other staff, and parents/guardians.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Counseling/Guidance Services)

Consent and Confidentiality

The Superintendent or designee shall obtain written parent/guardian consent prior to providing services to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, **Health and Safety code 124260,** or other applicable laws.

The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.

(cf. 5125 - Student Records)

8.9.39

STUDENT HEALTH AND SOCIAL SERVICES (continued)

Payment/Reimbursement for Services

The Board desires that costs not be a barrier to student access to services. Services may be provided free of charge or on a sliding scale in accordance with law.

The Superintendent or designee shall establish procedures for billing public and private insurance programs and other applicable programs for reimbursement of services as appropriate.

(cf. 5143 – Insurance)

The district shall serve as a Medi-Cal provider to the extent feasible, comply with all related legal requirements and seek reimbursement of costs to the extent allowed by law.

To further encourage students' access to health care services, the Superintendent or designee shall develop and implement strategies for outreach and enrollment of eligible students from low- to moderate-income working families in affordable, comprehensive state or federal health coverage programs and local health initiatives. Such strategies may include, but not be limited to, providing information about the Medi-Cal program on the application for free and reduced-price meals in accordance with law and providing students and parents/guardians with information about the low-cost Healthy Families insurance program.

(cf. 3553 - Free and Reduced Price Meals)

Program Evaluation

In order to continuously improve school health services, the Board shall evaluate the effectiveness of such services and the extent to which they continue to meet student needs.

The Superintendent or designee shall provide the Board with periodic reports that may include, but not necessarily be limited to, rates of participation in school health services; changes in student outcomes such as school attendance or achievement; feedback from staff and participants regarding program accessibility and operations, including accessibility to low-income and linguistically and culturally diverse students and families; and program costs and revenues.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

8.9.40

STUDENT HEALTH AND SOCIAL SERVICES (continued)

Legal Reference:

EDUCATION CODE
8800-8807 Healthy Start support services for children
49073-49079 Privacy of student records
49423.5 Specialized physical health care services
49557.2-49558 Eligibility for free and reduced-price meals; sharing information with Medi-Cal
FAMILY CODE
6920-6929 Consent by minor for medical treatment
GOVERNMENT CODE
95020 Individualized family service plan
HEALTH AND SAFETY CODE
104830-104865 School-based application of fluoride or other tooth decay-inhibiting agent
121020 HIV/AIDS testing and treatment; parental consent for minor under age 12
123110 Minor's right to access health records
123115 Limitation on parent/guardian access to minor's health records
123800-123995 California Children's Services Act
124025-124110 Child Health and Disability Prevention Program
124172-124174.5 Public School Health Center Support Program
124260 Mental health services; consent by minors age 12 and older
130300-130317 Health Insurance Portability and Accountability Act (HIPAA)
WELFARE AND INSTITUTIONS CODE
14059.5 Definition of "medically necessary"
14100.2 Confidentiality of Medi-Cal information
14115 Medi-Cal claims process
14124.90 Third-party health coverage
14132.06 Covered benefits; health services provided by local educational agencies
14132.47 Administrative claiming process and targeted case management
CODE OF REGULATIONS, TITLE 10
2699.6500-2699.6815 Healthy Families Program
CODE OF REGULATIONS, TITLE 17
2951 Testing standards ***for hearing tests***
6800-6874 Child Health and Disability Prevention Program
CODE OF REGULATIONS, TITLE 22
51009 Confidentiality
51050-51190.5 Definitions of Medi-Cal providers and services
51200 Requirements for providers
51231.2 Wheelchair van requirements
51270 Local educational agency provider; conditions for participation
51304 Limitations on specified benefits
51309 Psychology, physical therapy, occupational therapy, speech pathology, audiological services
51323 Medical transportation services
51351 Targeted case management services
51360 Local educational agency; types of services
51491 Local educational agency eligibility for payment
51535.5 Reimbursement to local educational agency providers
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act (FERPA)
UNITED STATES CODE, TITLE 42
1320c-9 Prohibition against disclosure of records
1397aa-1397jj State Children's Health Insurance Program

Legal Reference: (see next page)

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STUDENT HEALTH AND SOCIAL SERVICES (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 42
431.300 Use and disclosure of information on Medicaid applicants and recipients
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

Management Resources:

CSBA PUBLICATIONS
Expanding Access to School Health Services: Policy Considerations for Governing Boards, Policy Brief, November 2008
Promoting Oral Health for California's Student: New Role, New Opportunities for Schools, Policy Brief, November 2008
Providing School Health Services in California: Perceptions, Challenges and Needs of District Leadership Teams, 2008
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS
LEA Medi-Cal Provider Manual
California School-Based Medi-Cal Administrative Activities Manual
DEPARTMENT OF HEALTH SERVICES POLICY LETTERS
00-06 Managed Care Plan Relationships with Local Education Agency Providers, December 11, 2000
NATIONAL ASSEMBLY ON SCHOOL-BASED HEALTH CARE PUBLICATIONS
A Guidebook for Evaluating School-Based Health Centers
NATIONAL CENTER FOR YOUTH LAW PUBLICATIONS
Minor Consent, Confidentiality, an Child Abuse Reporting in California, October 2006
WEB SITES
CSBA: http://www.csba.org
CSBA, PractiCal Program: http//www.csba.org/Services/Services/DistrictServices/PractiCAl.aspx
California County Superintendents Educational Services Association: http://www.ccsesa.org
California Department of Education, Health Services and School Nursing: http://www.cde.ca.gov/ls/he/hn
California Department of Health Care Services: http://www.dhcs.ca.gov
California Department of Public Health: http://www.cdph.ca.gov
California School Health Centers Association: http://www.schoolhealthcenters.org
California School Nurses Organization: http://www.csno.org
Center for Health and Health Care in Schools: http://www.healthinschools.org
Centers for Disease Control and Prevention, School Health Policies and Programs (SHPPS) Study: http://www.cdc.gov/HealthyYouth/shpps
Centers for Medicare and Medicaid Services: http://www.cms.hhs.gov
Healthy Families Program: http://www.healthyfamilies.ca.gov
National Assembly on School-Based Health Care: http://www.nasbhc.org
National Center for Youth Law: http://www.youthlaw.org

STUDENT HEALTH AND SOCIAL SERVICES

Types of Health Services

In accordance with student and community needs and available resources, school health services offered by the district may include, but are not limited to:

1. **Physical examinations, immunizations, and other preventive medical services**

(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

2. **First aid and administration of medications**

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

3. **Diagnosis and treatment of minor injuries and acute medical conditions**

4. **Management of chronic medical conditions**

(cf. 5141.23 - Asthma Management)

5. **Basic laboratory tests**

6. **Referral to and follow-up for specialty care**

7. **Emergency response procedures**

(cf. 5141 - Health Care and Emergencies)

8. **Nutrition services**

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)

9. **Oral health services that may include preventive services, basic restorative services, and referral to specialty services**

   The Superintendent or designee shall notify all parents/guardians of the opportunity pursuant to Health and Safety Code 104830-104865 for their child to receive the topical application of fluoride, including fluoride varnish, or other decay-inhibiting agent to the teeth during the school year. This notification may be returned by the parent/guardian to consent to the treatment or to indicate that the student shall not receive treatment because he/she has received the treatment from a dentist or the treatment is not desired. (Health and Safety Code 104830, 104850, 104855)

(cf. 5145.6 - Parental Notifications)

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SCHOOL HEALTH SERVICES (continued)

10. **Mental health services, which may include assessments, crisis intervention, counseling, treatment, and referral to a continuum of services including emergency psychiatric care, community support programs, inpatient care, and outpatient programs**

(cf. 1020 - Youth Services)
(cf. 5141.52 - Suicide Prevention)
(cf. 6164.2 - Counseling/Guidance Services)

11. **Substance abuse prevention and intervention services**

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

12. **Reproductive health services**

(cf. 5141.25 - Availability of Condoms)

13. **Screening of students to identify the need for physical, mental, and oral health services**

14. **Referrals and linkage to services not offered on-site**

15. **Public health and disease surveillance**

16. **Individual and family health education**

17. **School or districtwide health promotion**

Medi-Cal Billing

In order to provide services as a Medi-Cal provider, the district shall enter into and maintain a contract with the California Department of Health Care Services **(DHCS).** (Welfare and Institutions Code 14132.06; **22 CCR 51051, 51270**)

The Superintendent or designee shall ensure that all practitioners employed by or under contract with the district possess the appropriate license, certification, registration, or credential and provide only those services that are within their scope of practice. (22 CCR 51190.3, 51270, 51491)

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STUDENT HEALTH AND SOCIAL SERVICES (continued)

The Superintendent or designee shall submit a claim for Medi-Cal reimbursement whenever the district provides **a covered preventive, diagnostic, therapeutic, or rehabilitative service specified in 22 CCR 51190.4 or 513060** ~~one or more of the following services~~ to a Medi-Cal-eligible student under age 22 and/or a member of his/her family. (Welfare and Institutions Code 14132.06; 22 CCR ~~51051~~ **51096, 51098,** 51190.1, **51190.4, 51309,** 51360, **51535.5**)

(cf. 5141.24 - Specialized Health Care Services)
(cf. 6159 - Individualized Education Program)

~~1. Health and mental health evaluation and educational services described in 22 CCR 51360~~

~~*(cf. 5141.3 - Health Examinations)*~~

~~2. Physical therapy services described in 22 CCR 51309(b)~~

~~3. Occupational therapy services described in 22 CCR 51309(c)~~

~~4. Speech pathology services described in 22 CCR 51096 and audiology services described in 22 CCR 51098~~

~~5. Psychology and counseling services consisting of diagnosis and psychological counseling of identified mental health, substance abuse, behavioral adjustment or social problems~~

~~*(cf. 5131.6 - Alcohol and Other Drugs)*~~

~~6. Preventive and medically necessary nursing services rendered at the school site and services for accompanying the student off campus for health services specified as medically necessary in the student's individualized education program (IEP) or individualized family service plan (IFSP) pursuant to Government Code 95020~~

~~*(cf. 5141.26 - Tuberculosis Testing)*~~
~~*(cf. 5141.31 - Immunizations)*~~
~~*(cf. 6159 - Individualized Education Program)*~~

~~7. School health aide services consisting of the direct provision of specialized physical health care services at the school site and services for accompanying the student off campus for health services specified as medically necessary in the student's IEP or IFSP~~

~~*(cf. 5141.24 - Specialized Health Care Services)*~~

~~8. Medical transportation services and associated mileage in accordance with 22 CCR 51323(a) and 51360~~

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STUDENT HEALTH AND SOCIAL SERVICES (continued)

~~9. Physician services~~

~~10. For students with an IEP or IFSP, targeted case management services which may include determining needs, developing a plan, linking and consulting, accessing services outside the school system, assisting with crises and reviewing progress~~

The district shall maintain records of the type and extent of services provided to a Medi-Cal beneficiary. (22 CCR 51270)

~~The Superintendent or designee shall maintain the confidentiality of student health records in accordance with law.~~

~~*(cf. 5125 - Student Records)*~~

The Superintendent or designee shall ensure that all practitioners employed by or under contract with the district possess the appropriate license, certification, registration or credential and provide only those services that are within their scope of practice. (22 CCR 51190.3, 51270, 51491)

Any federal funds received by the district as reimbursement for the costs of services under the Medi-Cal billing option shall be reinvested in services for students and their families as specified in Education Code 8804(g). The Superintendent or designee shall consult with a local school-linked services collaborative group, such as that defined in Education Code 8806, regarding decisions on reinvestment of federal funds. (22 CCR 51270)

Medi-Cal Administrative Activities

Designated school staff shall document, on a time survey form, the amount of time spent on activities identified by the **DHCS** ~~California Department of Health Services~~ which are related to the administration of the Medi-Cal program. Such activities include, but may not be limited to, outreach; referral of health and mental health services; translation services; facilitation of applications; ~~non~~emergency, ~~non~~medical transportation of eligible individuals; contracting for services; program planning and policy development; claims administration; and general administration.

The Superintendent or designee shall, on a quarterly basis, submit an invoice to the local educational consortium or local governmental agency through which the district has contracted to receive reimbursement.

Staff responsible for completing the time survey shall annually participate in training regarding eligible activities and the time survey methodology, and shall receive additional training whenever there are changes or updates in administrative claiming categories and

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STUDENT HEALTH AND SOCIAL SERVICES (continued)

activities. New or reassigned staff shall receive training before beginning their duties completing time surveys.

The Superintendent or designee shall maintain an audit file containing original time survey documentation and other records specified by the **DHCS** ~~Department of Health Services~~. Such documentation shall be kept for three years after the end of the quarter in which expenditures were incurred or, if an audit is in progress, until the completion of the audit.

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES)

A student identified as an individual with disability**ies** pursuant to the Individuals with Disabilities Education Act (IDEA) 20 USC 1400-1482, is subject to the same grounds **and procedures** for suspension and expulsion which apply to students without disabilities, **except as otherwise specified in this administrative regulation.**

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

(cf. 6159 - Individualized Education Program)

The ~~district~~ **Superintendent or designee** shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A *change of placement* shall be deemed to have occurred under any of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.

2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:

   a. The series of removals total more than 10 school days in a school year.

   b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.

   c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If the **student's** removal ~~has been~~ **is** determined to be a change of placement as specified in items #1-2 above, **or the student is suspended for more than 10 school days in the same school years, the** student's IEP team shall determine the appropriate educational services. **Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set**

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SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

out in his/her IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation. (Education Code 48915.5)

(cf. 3541.2 – Transportation for Students with Disabilities)

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930

2. Knowingly possesses or uses illegal drugs

3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V

4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G), 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the **student's** parents/guardians ~~of the student~~ shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

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SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Manifestation Determination

The following procedural safeguards shall apply when a student **with a disability** is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. **Notice:** On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

(cf. 5145.6 - Parental Notifications)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

2. **Manifestation Determination Review:** Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

   At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

   a. Caused by or had a direct and substantial relationship to the student's disability

   b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

   If the manifestation review team determines that a condition in either #a or #b above was met, the conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. **Determination that Behavior is a Manifestation of the Student's Disability:** When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

for the student. If a behavior intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and ~~district~~ **Superintendent or designee** agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

4. **Determination that Behavior is Not a Manifestation of the Student's Disability: When it has been determined that the student's conduct was not** ~~If the manifestation determination review team determines that the student's behavior was not~~ a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. **However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP.** (20 USC 1415(k)(1)(D); 34 CFR 300.530)

~~The student shall receive services to the extent necessary to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP.~~ As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

(cf. 6158 - Independent Study)
(cf. 6185 - Community Day School)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a **due process** hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

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SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those ~~used for all~~ **adopted for** students **without disabilities**. Upon readmission~~,~~ **of student with disabilities,** an IEP team meeting shall be convened **to review and, as necessary, modify the student's IEP**.

Decision Not to Enforce Expulsion Order

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Services During Suspension

Any student suspended for more than 10 school days in the same school year shall continue to receive services during the term of the suspension. School personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed as

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SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

provided in 34 CFR 300.101(a), so as to enable the student to continue to participate in the general education curriculum in another setting and to progress toward meeting the goals as set out in his/her IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If a student with disabilities is excluded from school bus transportation, the student shall be provided with an alternative form of transportation at no cost to the student or his/her parent/guardian, provided that transportation is specified in his/her IEP. (Education Code 48915.5)

(cf. 3541.2 - Transportation for Students with Disabilities)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been officially identified as a student with disabilities pursuant to IDEA and who has engaged in behavior that violated the district's code of student conduct may assert any of the protections under IDEA only if the district *had knowledge* that the student is disabled before the behavior that precipitated the disciplinary action occurred. (20 USC 1415(k)(5); 34 CFR 300.534)

The district shall be deemed to *have knowledge* that the student has a disability if one of the following conditions exists: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian has expressed concern to district supervisory or administrative personnel in writing, or to a teacher of the student, that the student is in need of special education or related services.

2. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300-300.311.

*(cf. 6164.4 – Identification **and Evaluation** of Individuals for Special Education)*

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or to other supervisory district personnel about a pattern of behavior demonstrated by the student.

The district would be deemed to *not have knowledge* that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, the district would be deemed to *not have knowledge* if the district conducted an evaluation pursuant to 34 CFR 300.300-300.311 and determined that the student was not an individual with a disability. When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures

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SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

~~**Suspension of Expulsion**~~

~~The Board of Trustees's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)~~

Legal Reference: (see next page)

8.9.54

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Legal Reference:

EDUCATION CODE
35146 Closed sessions (re suspensions)
35291 Rules (of governing board)
48203 Reports of severance of attendance of disabled students
48900-48925 Suspension and expulsion
49076 Access to student records
56000 Special education; legislative findings and declarations
56320 Educational needs; requirements
56321 Development or revision of individualized education program
56329 Independent educational assessment
56340-56347 Individual education program teams
56505 State hearing
PENAL CODE
245 Assault with deadly weapon
626.2 Entry upon campus after written notice of suspension or dismissal without permission
626.9 Gun-Free School Zone Act
626.10 Dirks, daggers, knives, razors or stun guns
UNITED STATES CODE, TITLE 18
930 Weapons
1365 Serious bodily injury
UNITED STATES CODE, TITLE 20
1412 State eligibility
1415 Procedural safeguards
UNITED STATES CODE, TITLE 21
812~~(e)~~ Controlled substances
UNITED STATES CODE, TITLE 29
706 Definitions
794 Rehabilitation Act of 1973, Section 504
CODE OF FEDERAL REGULATIONS, TITLE 34
104.35 Evaluation and placement
104.36 Procedural safeguards
300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.530-300.537 Discipline procedures
COURT DECISIONS
Schaffer v. Weast (2005) 125 S. Ct. 528
Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d 1489
M.P. v. Board of Trustees of Grossmont Union High School District, (1994) 858 F.Supp. 1044
Honig v. Doe, (1988) 484 U.S. 305

Management Resources:

FEDERAL REGISTER
Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
WEB SITES
California Department of Education, Special Education: http://www.cde.ca.gov/sp/se
U.S. Department of Education, Office of Special Education Programs: http://www.ed.gov/about/offices/list/osers/osep/index.html

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.9.55

INDIVIDUALIZED EDUCATION PROGRAM

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344; 34 CFR 300.323)

Members of the ~~Individualized Education Program~~ (IEP) Team

The ~~district shall ensure that the individualized education program team~~ **IEP team** for any student with a disability **shall** include~~s~~ the following members: (Education Code 56341, ~~56341.2~~, 56341.5; 20 USC 1414(d)(1); 34 CFR 300.321)

1. One or both of the student's parents/guardians, and/or a representative selected by the**m** ~~parent/guardian~~

2. If the student is or may be participating in the regular education program, at least one **of the student's** regular education teachers **designated by the Superintendent or designee to request the student's teachers**

   ~~If more than one regular education teacher is providing instructional services to the student, the district may designate one such teacher to represent the others.~~

   The regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414(d)(3)(C); 34 CFR 300.324)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

3. At least one **of the student's** special education teachers or, where appropriate, ~~at least one~~ special education provider ~~for the student~~

4. A representative of the district who is:

   a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities

   b. Knowledgeable about the general education curriculum

   c. Knowledgeable about the availability of district and/or special education local plan area (SELPA) resources

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

(cf. 0430 - Comprehensive Local Plan for Special Education)

5. An individual who can interpret the instructional implications of assessment results

   This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

6. At the discretion of the parent/guardian or **the Superintendent or designee,** ~~district,~~ other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

   The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team. ~~(Education Code 56341)~~

7. Whenever appropriate, the student with a disability

   In the development, review, or revision of his/her IEP, the student shall be allowed to provide confidential input to any representative of his/her IEP team. (Education Code 56341.5)

~~8. For transition service participants:~~

   ~~a. The student, of any age, with a disability if the purpose of the meeting is the consideration of the student's postsecondary goals and the transition services needed to assist the student in reaching those goals pursuant to 34 CFR 300.320(b)~~

   ~~If the student does not attend the IEP team meeting, the district shall take other steps to ensure that the student's preferences and interests are considered.~~

   ~~b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for transition services~~

   ~~If a representative of such other local agency has been invited but does not attend the meeting, the district shall take other steps to obtain participation of the agency in the planning of any transition services. (Education Code 56341)~~

8. **When the student is suspected of having a specific learning disability,** at least **one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher**

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

In accordance with 34 CFR 300.310, at least one team member other than the student's regular education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

~~9. For students suspected of having a specific learning disability in accordance with 34 CFR 300.308 (formerly 300.540) and 34 CFR 300.310 (formerly 300.542), at least one individual who is qualified to conduct individual diagnostic examinations of the student, such as a school psychologist, speech language pathologist, or remedial reading teacher (Education Code 56341)~~

~~In accordance with 34 CFR 300.310 (formerly 300.542), at least one team member other than the student's regular education teacher shall observe the student's academic performance in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age. (Education Code 56341)~~

~~10. For students who have been placed in a group home by the juvenile court, a representative of the group home~~

~~If a student with a disability is identified as potentially requiring mental health services, the district shall request the participation of the county mental health program in the IEP team meeting. (Education Code 56331)~~

~~Upon request of the parent/guardian of a child who was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), the district shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (20 USC 1414(d)(1)(D); 34 CFR 300.321; Education Code 56341)~~

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. **When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)**

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

2. **Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist him/her in reaching the goals as stated in Education Code 56345(a)(8), the following individuals shall be invited to attend: (34 CFR 300.321)**

   a. **The student, regardless of his/her age**

      If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

   b. **To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for the transition services**

3. **If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414(d)(1)(D); 34 CFR 300.321)**

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian ~~consents~~ and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. **Even if** the meeting involves a discussion of the ~~member's area of the curriculum or related service, the~~ IEP team member**'s area of the curriculum or related service, the member** may be excused from the meeting if the parent/guardian ~~consents~~ in writing**, and the district consent** to the excusal **after conferring with** ~~and~~ the member **and the member** submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414(d)(1)(C); 34 CFR 300.321)

Contents of the IEP

The IEP shall ~~be a written statement determined in a meeting of the IEP team. It shall~~ include, but not be limited to, all of the following: (Education Code 56043, 56345, 56345.1; 20 USC 1414(d)(1)(A); 34 CFR 300.320;)

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

1. A statement of the present levels of the student's academic achievement and functional performance, including:

   a. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)

   b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities

2. A statement of measurable annual goals, including academic and functional goals, designed to ~~do the following~~:

   a. Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum

   b. Meet each of the student's other educational needs that result from his/her disability

   ~~c. For students with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives~~

3. A description of the manner in which the **student's** progress ~~of the student~~ toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the specific special educational instruction and related services and supplementary aids and services, based on peer-reviewed research, to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

   a. Advance appropriately toward attaining the annual goals

   b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the **IEP** ~~Education Code 56345(a)~~

(cf. 3541.2 - Transportation for Students with Disabilities)

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in **the IEP** ~~item #4 above~~

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, ~~a statement of all of the following:~~ **the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected as appropriate for him/her.**

~~a. The reason that the student cannot participate in the regular assessment~~

~~b. The reason that the particular alternate assessment selected is appropriate for the student~~

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:

a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

b. The transition services, including courses of study, needed to assist the student in reaching those goals

8.9.61

INDIVIDUALIZED EDUCATION PROGRAM (continued)

9. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to the ~~student~~ **him/her** upon reaching age 18, pursuant to Education Code 56041.5

Where appropriate, the IEP shall also include: (Education Code 56345)

1. For students in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

2. Linguistically appropriate goals, objectives, programs, and services for students whose native language is not English

(cf. 6174 - Education for English Language Learners)

3. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer School)

4. Provision for transition into the regular education program if the student is to be transferred from a special class or center or nonpublic, nonsectarian school into a regular education program in a public school for any part of the school day, ~~The IEP shall~~ includ**ing** descriptions of activities intended to:

   a. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week

   b. Support the transition of the student from the special education program into the regular education program

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178 - Vocational Education)
(cf. 6181 - Alternative Schools)

5. Specialized services, materials, and equipment for students with low incidence disabilities, consistent with the guidelines pursuant to Education Code 56136

8.9.62

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Development, Review, and Revision of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414(d)(3)(A); 34 CFR 300.324)

1. The strengths of the student

2. The concerns of the parents/guardians for enhancing the education of their child

3. The results of the initial assessment or most recent assessment of the student

4. The academic, developmental, and functional needs of the student

5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

   However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.

8.9.63

INDIVIDUALIZED EDUCATION PROGRAM (continued)

8. The communication needs of the student, and in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

   The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, **as described in** ~~including the following:~~ (Education Code 56345~~)~~

   a. ~~The student's primary language mode and language, which may include the use of spoken language, with or without visual cues, and/or the use of sign language~~

   b. ~~The availability of a sufficient number of age, cognitive, and language peers of similar abilities which may be met by consolidating services into a local plan area wide program or providing placement pursuant to Education Code 56361~~

   c. ~~Appropriate, direct, and ongoing language access to special education teachers and other specialists who are proficient in the student's primary language mode and language consistent with existing law regarding teacher training requirements~~

   d. ~~Services necessary to ensure communication accessible academic instructions, school services, and extracurricular activities consistent with the federal Vocational Rehabilitation Act and the federal Americans with Disabilities Act~~

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that a **the** student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the ~~IEP~~ team ~~must~~ **shall** include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP. (Education Code 56344; 34 CFR 300.323)

8.9.64

INDIVIDUALIZED EDUCATION PROGRAM (continued)

The Superintendent or designee shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team **reviews the IEP periodically, but at least annually, in order to**: (Education Code 56043, 56341.1, 56380; 20 USC 1414(d)(4); 34 CFR 300.324)

1. ~~Reviews the IEP periodically, but at least annually, to~~ **D**etermine whether the annual goals for the student are being achieved ~~and the appropriateness of placement~~

2. Revises the IEP, as appropriate, to address:

   a. Any lack of expected progress toward the annual goals and in the general **education** curriculum, where appropriate

   b. The results of any reassessment conducted pursuant to Education Code 56381

   c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 305(a)(2) and Education Code 56381(b)

   d. The student's anticipated needs

   e. **Any** other **relevant** matters

3. Considers the special factors listed in items #5-9 above **under "Development of the IEP,"** when reviewing the IEP **of any student with a disability to whom one of those factors may apply**

The IEP team shall also meet **at any other time upon request by the student's parents/guardian or teacher to review the IEP.** (Education Code 56343)

~~1. Whenever the student has received an initial formal assessment and, when desired, when the student receives any subsequent formal assessment~~

8.9.65

INDIVIDUALIZED EDUCATION PROGRAM (continued)

~~2. Upon request by the student's parent/guardian or teacher to develop, review, or revise the IEP~~

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.120 USC 1414(d); 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

~~As a member of the IEP team, the regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of: (20 USC 1414(d)(3)(C); 34 CFR 300.324; Education Code 56341)~~

~~1. Appropriate positive behavioral interventions and supports and other strategies for the student~~

~~*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*~~

~~2. Supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320~~

8.9.66

INDIVIDUALIZED EDUCATION PROGRAM (continued)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6173.1 - Education for Foster Youth)

When an IEP calls for a residential placement as a result of a review by an expanded IEP team, the IEP shall include a provision for a review, at least every six months, by the full IEP team of the case progress, the continuing need for out-of-home placement, the extent of compliance with the IEP, and progress toward alleviating the need for out-of-home care. (Education Code 56043)

To the extent possible, the ~~district~~ **Superintendent or designee** shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34 CFR 300.324)

~~The student shall be allowed to provide confidential input to any representative of his/her IEP team. (Education Code 56341.5)~~

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the district may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the ~~district~~ **Superintendent or designee** shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (20 USC 1414(d)(3)(D); 34 CFR 300.324)

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. **Inspect and review the audio recordings**

2. **Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights**

3. **Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights**

8.9.67

INDIVIDUALIZED EDUCATION PROGRAM (continued)

~~If a student with disabilities residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the district shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)~~

~~*(cf. 6173.1 - Education for Foster Youth)*~~

~~When an IEP calls for a residential placement as a result of a review by an expanded IEP team, the IEP shall include a provision for a review, at least every six months, by the full IEP team of all of the following: (Education Code 56043)~~

~~1. The case progress~~

~~2. The continuing need for out-of-home placement~~

~~3. The extent of compliance with the IEP~~

~~4. Progress toward alleviating the need for out-of-home care~~

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

2. Indicate who will be in attendance at the meeting

3. Inform them **of:** ~~parents/guardians of the provisions of 34 CFR 300.321(a)(6) and (c) relating to the participation on the IEP team of other individuals who have knowledge or special expertise about the student, and 34 CFR 300.321(f) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting~~

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)

b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

~~4. For students beginning at age 16 (or younger than 16 if deemed appropriate by the IEP team):~~

~~a. Indicate that the purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to 20 USC 1414(d)(1)(A)(i)(VIII), 34 CFR 300.320(b), and Education Code 56345.1~~

~~b. Indicate that the district will invite the student to the IEP team meeting~~

~~c. Identify any other agency that will be invited to send a representative~~

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)

2. An indication that the student is invited to the IEP team meeting

3. Identification of any other agency that will be invited to send a representative

(cf. 5145.6 - Parental Notifications)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request and before any IEP meeting, **and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process.** Upon receipt of an oral or written request, the ~~district~~ **Superintendent or designee** shall provide complete copies of the records within five business days. (Education Code 56043, **56504**)

(cf. 5125 - Student Records)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414(f); 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the ~~district~~ **Superintendent or designee** is unable to convince the parent/guardian that he/she should attend. In such a case, the ~~district~~ **Superintendent or designee** shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of his/her child's IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

~~Parents/guardians and the district shall have the right to audiotape the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the district gives notice of intent to audiotape a meeting and the parent/guardian objects or refuses to attend because the meeting would be audiotaped, the meeting shall not be audiotaped. Parents/guardians also have the right to: (Education Code 56341.1)~~

~~1. Inspect and review the audiotapes~~

~~2. Request that the audiotapes be amended if the parents/guardians believe they contain information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights~~

~~3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights~~

~~The district shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (34 CFR 300.322; Education Code 56345.1)~~

~~The district shall give the parents/guardians of a student with disabilities a copy of his/her child's IEP at no cost. (34 CFR 300.322)~~

Parent/Guardian Consent for ~~**Timelines for the IEP and for the**~~ **Provision** ***of Education*** **and Services**

Before providing special education and related services to any student, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)

If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

~~At the beginning of each school year, the district shall have an IEP in effect for each student with a disability within district jurisdiction. (34 CFR 300.323; Education Code 56344)~~

~~The district shall ensure that a meeting to develop an initial IEP is conducted within 30 days of a determination that a student needs special education and related services. The district shall also ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP. (34 CFR 300.323; Education Code 56344)~~

~~An IEP required as a result of an assessment of the student shall be developed within 60 days (not counting days between the student's regular school sessions, terms or days of school vacation in excess of five school days) from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. (Education Code 56344)~~

~~However, an IEP required as a result of an assessment of a student shall be developed within 30 days after the commencement of the subsequent regular school year for a student for whom a referral has been made 20 days or less prior to the end of the regular school year. In the case of school vacations, the 60 day time limit shall recommence on the date that student's school days reconvene. (Education Code 56344)~~

~~When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five~~

8.9.72

INDIVIDUALIZED EDUCATION PROGRAM (continued)

~~school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)~~

~~A regular education or special education teacher may request a review of the classroom assignment of a special education student by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.~~

~~The district shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The district shall also ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)~~

~~Before providing special education and related services, the district shall seek to obtain informed consent pursuant to 20 USC 1414(a)(1). If the parent/guardian refuses to consent to the initiation of services, the district shall not provide the services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f). If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)~~

~~If the parent/guardian refuses all services in the IEP after having consented to those services in the past, the district shall file a request for a due process hearing. If the district determines that a part of the proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the district agree otherwise. (Education Code 56346)~~

Transfer Students

To facilitate ~~a transfer student's transition, this district shall take reasonable steps to promptly obtain the records of a student with disabilities transferring into this district,~~ **the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the students records,** including

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INDIVIDUALIZED EDUCATION PROGRAM (continued)

his/her IEP and the supporting documents related to the provision of special education services. (34 CFR 300.323; Education Code 56325)

If ~~a~~ **the** student ~~with disabilities~~ transfers **into** ~~this~~ **the** district **from another school district** within this same SELPA during the school year, ~~from a district, this~~ **the** district shall continue~~, without delay,~~ to provide services comparable to those described in the **student's** existing IEP, unless ~~the student's~~ **his/her** parent/guardian and **the** district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If a student ~~with disabilities~~ transfers **into** ~~this~~ **the** district **from a school district outside of the** ~~during the school year, from a California district outside of this~~ district's SELPA **during the school year**, ~~this~~ **the** district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, ~~this district~~ **the Superintendent or designee** shall, in consultation with the **student's** parents/guardians, adopt the ~~other~~ **previous** district's IEP or shall develop, adopt, and implements a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If a **the** student ~~with disabilities~~ transfers **into** ~~this~~ **the** district ~~during the school year~~ from an out-of-state district **during the school year**, this **the** district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as ~~this district~~ **the Superintendent or designee** conducts an assessment, if this district determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

~~In order to protect the rights of students with disabilities, the district shall follow all~~ **The Board of Trustees desires to protect the rights of students with disabilities in accordance with the** procedural safeguards ~~as~~ set forth in **state and federal** law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.6 - Parental Notifications)
(cf. 6159 - Individualized Education Program)
(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education Students)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.4 - Identification of Individuals for Special Education)

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board of Trustees about the result of the hearing.

The Superintendent of designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the district's uniform complaint procedures.

~~**Complaints for Special Education**~~

~~Complaints concerning compliance with state or federal law regarding special education shall be addressed in accordance with the district's uniform complaint procedures.~~

(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference: (see next page)

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PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

Legal Reference:

EDUCATION CODE
56000 Education for individuals with exceptional needs
56001 Provision of the special education programs
56020-56035 Definitions
56195.7 Written agreements
56195.8 Adoption of policies for programs and services
56300-56385 Identification and referral, assessment
56440-56447.1 Programs for individuals between the ages of three and five years
56500-56509 Procedural safeguards, including due process rights
56600-56606 Evaluation, audits and information
CODE OF REGULATIONS, TITLE 5
3000-3100 Regulations governing special education
4600-4671 Uniform complaint procedures
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act
UNITED STATES CODE, TITLE 42
11434 Homeless assistance
CODE OF FEDERAL REGULATIONS, TITLE 34
99.10-99.22 Inspection, review and procedures for amending education records
104.36 Procedural safeguards
300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.500-300.520 Procedural safeguards and due process for parents and students
COURT DECISIONS
Winkelman v. Parma City School District, (2007) 550 U.S. 516

Management Resources:

FEDERAL REGISTER
Rules and Regulations, ~~August 14, 2006, Vol. 71, Number 156, pages 46539-46845~~ ***December 1, 2008, Vol. 73, No. 231, pages 73006-73029***
WEB SITES
California Department of Education, Special Education: http://www.cde.ca.gov/sp/se
U.S. Department of Education, Office of Special Education Programs: http://www.ed.gov/about/offices/list/osers/osep

8.9.76

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

~~The Board of Trustees may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program is not available.~~

The Governing Board recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 4112.23 - Special Education Staff)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

~~When entering into agreements with nonpublic, nonsectarian schools or agencies, the Board shall consider the needs of the individual student and the recommendations of the individualized education program (IEP) team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.~~

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities in accordance with Education Code 56366. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.

No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8, 56342.1)

8.9.77

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

(cf. 6159 - Individualized Education Program)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

During the period when any student with disabilities is placed in a nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, and 56366.6.

(cf. 1431 - Waivers)

Legal Reference: (see next page)

8.9.78

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

Legal References:

EDUCATION CODE
56034-56035 Definitions of nonpublic, nonsectarian school and agency
56042 Placement not to be recommended by attorney with conflict of interest
56101 Waivers
56163 Certification
56168 Responsibility for education of student in hospital or health facility school
56195.8 Adoption of policies
56342.1 Individualized education program; placement
56360-56369 Implementation of special education
56711 Computation of state aid
56740-56743 Apportionments and reports
56760 Annual budget plan; service proportions
56775.5 Reimbursement of assessment and identification costs
FAMILY CODE
7911-7912 Interstate compact on placement of children
GOVERNMENT CODE
7570-7588 Interagency responsibilities for providing services to children with disabilities, especially:
7572.55 Seriously emotionally disturbed child; out-of-state placement
WELFARE AND INSTITUTIONS CODE
362.2 Out-of-home placement for IEP
727.1 Out-of-state placement of wards of court
CODE OF REGULATIONS, TITLE 5
3001 Definitions
3061-3069 Nonpublic, nonsectarian school and agency services
UNITED STATES CODE, TITLE 20
1400-1487 Individuals with Disabilities Education Act
CODE OF FEDERAL REGULATIONS, TITLE 34
300.129-300.148 Children with disabilities in private schools
COURT DECISIONS
Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

Management Resources:

~~*CDE LEGAL ADVISORIES*~~
~~*0317.99 Nonpublic School/Agency Waivers and Reimbursement to Parents*~~
FEDERAL REGISTER
Rules and Regulations, August 14, 2006, Vol. 71, Number 156, page 46539-46845
WEB SITES
California Department of Education: *http://www.cde.ca.gov*
US Department of Education, Office of Special Education and Rehabilitative Services:
http://www.ed.gov/about/offices/list/osers

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

Master Contract

Every master contract with a nonpublic, nonsectarian school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student.

Each master contract shall specify the general administrative and financial agreements for providing the special education and designated instruction and services, including student-teacher ratios, as well as transportation if specified in a student's individualized education program (IEP). The administrative provisions of the contract shall include procedures for recordkeeping and documentation, and the maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student. The contract may allow for partial or full-time attendance at the nonpublic, nonsectarian school. (Education Code 56366)

(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 6146.1 - High School Graduation Requirements)

The master contract shall include a description of the process to be utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress. (Education Code 56366)

With mutual agreement of the district and a nonpublic, nonsectarian school or agency, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in his/her individual services agreement. (Education Code 56366)

Placement and Services

~~Procedures specified in law shall govern the selection of appropriate nonpublic school or agency services.~~

The Superintendent or designee shall develop an individual services agreement for each student to be placed in a nonpublic, nonsectarian school or agency based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the nonpublic, nonsectarian school services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

(cf. 6159 - Individualized Education Program)

8.9.80

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

~~Contracts with a nonpublic school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student. Individual services agreements shall be for the length of time for which nonpublic, nonsectarian school services are specified in the student's individualized education program (IEP), not to exceed one year. Changes in educational instruction, services or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)~~

~~The master contract shall specify the general administrative and financial agreements between the nonpublic, nonsectarian school or agency and the district to provide the special education and designated instruction and services, as well as transportation specified in the student's IEP. The administrative provisions of the contract shall also include procedures for recordkeeping and documentation, and the maintenance of school records by the contracting district to ensure that appropriate high school graduation credit is received by the student. The contract may allow for partial or full time attendance at the nonpublic, nonsectarian school. (Education Code 56366)~~

~~*(cf. 3541.2 - Transportation for Students with Disabilities)*~~

~~The master contract shall include a description of the process being utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether the student is making appropriate educational progress. (Education Code 56366)~~

The ~~district~~ IEP team ~~shall annually review the IEP~~ of a student placed in a nonpublic, nonsectarian school or agency **shall annually review the student's IEP**. The student's IEP and **individual services agreement** ~~contract~~ shall specify the review schedules. (5 CCR 30698)

Prior to the annual review of a student's IEP, the Superintendent or designee ~~of an elementary school district~~ shall notify **any** high school district **to which the student may transfer of the** ~~of all~~ student's **enrollment** ~~placed~~ in **a** nonpublic school, **nonsectarian school** or agency. ~~programs prior to the annual review of the IEP for each student who may transfer to the high school district.~~ (5 CCR 30698)

When a special education student meets the district requirements for completion of prescribed course of study ~~and adopted differential proficiency standards~~ as designated in the student's IEP, the district which developed the IEP shall award the **student a** diploma **of graduation**. (5 CCR ~~3069~~ **3070**)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

8.9.81

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

Out-of-State Placements

Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California. (Education Code 56365)

Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the related costs, and the district's efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency within California. (Education Code 56365)

If the district decides to place a student with a nonpublic, nonsectarian school or agency outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

GENERAL OBLIGATION BONDS

The Board of Trustees recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. ~~to enhance student learning and to help the district achieve its vision for educating district students.~~ When the Board determines that it is in the best interest of district students the Board may order an election on the question of whether bonds shall be issued to pay for school facilities.

(cf. 1160 - Political Processes)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

The Board shall determine the appropriate size of the bond in accordance with law.

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

Bonds Requiring 55 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board agrees to such an election, the Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55 percent majority of the voters. (Education Code 15266)

(cf. 9323.2 – Actions by the Board)

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the school district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district shall be used only for **following purposes:** ~~the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities.~~ (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities

2. The acquisition or lease of real property for school facilities

8.9.83

GENERAL OBLIGATION BONDS (continued)

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. A requirement that proceeds from the sale of the bonds be used only for the purposes specified **in items #1-2** above, ~~as detailed in California Constitution Article 13A, Section 1(b)(3)~~, and not for any other purposes including teacher and administrative salaries and other school operating expenses

2. A list of specific school facility projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 6151 - Class Size)

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed

4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' advisory oversight committee. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

(cf. 1220 - Citizen Advisory Committees)
(cf. 9324 - Minutes and Recordings)

The Superintendent or designee shall ensure that the annual, independent performance and financial audits conducted pursuant to items #3 and #4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards. He/she shall submit the audits to the citizens' oversight committee by March 31 of each year. (Education Code 15286)

Bonds Requiring 66.67 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and Article 13A, Section 1(b)(2) of the California Constitution. If a majority of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

8.9.84

GENERAL OBLIGATION BONDS (continued)

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election, or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

Bonds shall be sold to raise money for the following purposes: (Education Code 15100)

1. Purchasing school lots

2. Building or purchasing school buildings

3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs

4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity

5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature

6. Permanently improving school grounds

7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans

8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577

9. Purchasing school buses with a useful life of at least 20 years

10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by order of the Board and entered into the minutes. (Education Code 15100)

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

8.9.85

GENERAL OBLIGATION BONDS (continued)

Certificate of Results

If the certificate of election results received by the Board shows that the appropriate majority of the votes is in favor of issuing the bonds, the Board shall record that fact in its minutes. The Board shall then certify to the County Board of Supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

Resolution Regarding Sale of Bonds

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance sale of bonds. The resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable, which shall not be more than 25 years from the date of the bonds. However, if the Board elects to issue the bonds pursuant to Government Code 53508, the maximum acceptable interest rate shall not exceed 12 percent and the time(s) when the whole or any part of the principal shall be payable shall not be more than 40 years. (Education Code 15140; Government Code 53508)

Prior to the sale of bonds, the Board shall ~~adopt~~ **disclose**, as an agenda item at a public meeting, either in the bond issuance resolution or a separate resolution, all of the following ~~items~~ **information**: (Education Code 15146; Government Code53508.9)

1. Express approval of the method of sale (i.e., competitive, negotiated, or hybrid)

2. Statement of the reasons for the method of sale selected

3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected

4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs and expenses of issuing the bonds

After the sale, the Board shall be presented with the actual cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the California Debt and Investment Advisory Commission. (Education Code 15146, Government Code 53509.5)

8.9.86

GENERAL OBLIGATION BONDS (continued)

Bond Anticipation Notes

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully available for that purpose, including state grants. Interest payments may also be made from such sources. However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board authorizes the property tax for that purpose.

2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds.

The notes may be issued only if the tax rate levied to pay interest on the notes periodically would not cause the district to exceed the tax rate limitations set forth in Education Code 15268 or 15270, as applicable.

Legal Reference:

EDUCATION CODE
7054 Use of district property, campaign purposes
15100-15254 Bonds for school districts and community college districts
15264-15288 Strict Accountability in Local School Construction Bonds Act of 2000
17577 Sewers and drains
17584.1 Deferred maintenance, reports
47614 Charter school facilities
ELECTIONS CODE
324 General election
328 Local election
341 Primary election
348 Regular election
356 Special election
357 Statewide election
1302 School district election
15372 Elections official certificate

Legal Reference continued: (see next page)

8.9.87

GENERAL OBLIGATION BONDS (continued)

Legal Reference: (continued)

GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
1125-1129 Incompatible activities
8855 California Debt and Investment Advisory Commission
53506-53509.5 General obligation bonds
53580-53595.5 Bonds
54952 Definition of legislative body, Brown Act
CALIFORNIA CONSTITUTION
Article 13A, Section 1 Tax limitation
Article 16, Section 18 Debt limit
COURT DECISIONS
San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356
ATTORNEY GENERAL OPINIONS
88 Ops.Cal.Atty.Gen. 46 (2005)
87 Ops.Cal.Atty.Gen. 157 (2004)

Management Resources:

CSBA PUBLICATIONS
Bond Sales - Questions and Considerations for Districts, Governance Brief, December 2012
Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011
WEB SITES
CSBA: http://www.csba.org
California Debt and Investment Advisory Commission: http://www.treasurer.ca.gov/cdiac
California Department of Education: http://www.cde.ca.gov
California Office of Public School Construction: http://www.opsc.dgs.ca.gov

Policy
adopted: September 4, 2007
revised: November 6, 2012
revised: November 5, 2013
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.9.88

GENERAL OBLIGATION BONDS

~~**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 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.~~

Election Notice

Whenever the Governing Board orders an election on the question of whether general obligation bonds shall be issued to pay for school facilities, the Superintendent or designee shall ensure that election notice and ballot requirements are satisfied in accordance with Education Code 15120-15126 and 15272, as applicable.

Citizens' Oversight Committee

If a bond is approved under the 55 percent majority threshold pursuant to Proposition 39 (Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution) then the district's citizens' advisory oversight committee shall consist of at least seven members including, but not limited to: (Education Code 15282)

1. One member active in a business organization representing the business community located within the district

2. One member active in a senior citizens organization

3. One member active in a bona fide taxpayers' organization

4. One member who is a parent/guardian of a child enrolled in the district

5. One member who is a parent/guardian of a district student and is active in a parent-teacher organization, such as the Parent Teacher Association or school site council

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 – Citizen Advisory Committees)
(cf. 1230 - School-Connected Organizations)

Members of the citizens' oversight committee shall be subject to the conflict of interest prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1099. (Education Code 15282)

8.9.89

GENERAL OBLIGATION BONDS (continued)

(cf. 9270 - Conflict of Interest)

No employee, Board member, vendor, contractor, or consultant of the district shall be appointed to the citizens' oversight committee. (Education Code 15282)

Members of the citizens' oversight committee shall serve for a minimum term of two years without compensation and for no more than three consecutive terms. (Education Code 15282)

The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditure of bond revenues. The committee shall actively review and report on the proper expenditure of taxpayers' money for school construction and shall convene to provide oversight for, but not limited to, the following: (Education Code 15278)

1. Ensuring that bond revenues are expended only for the purposes described in Article 13A, Section 1(b)(3) of the California Constitution including the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities

2. Ensuring that, as prohibited by Article 13A, Section 1(b)(3)(A) of the California Constitution, no funds are used for any teacher and administrative salaries or other school operating expenses

In furtherance of its purpose, the committee may engage in any of the following activities: (Education Code 15278)

1. Receiving and reviewing copies of the annual, independent performance and financial audits required by Article 13A, Section 1(b)(3)(C) of the California Constitution

(cf. 3460 - Financial Reports and Accountability)

2. Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of Article 13(A), Section 1(b)(3) of the California Constitution

3. Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the district, including any reports required by Education Code 17584.1

4. Reviewing efforts by the district to maximize bond revenues by implementing cost-saving measures including, but not limited to, the following:

    a. Mechanisms designed to reduce the costs of professional fees

    b. Mechanisms designed to reduce the costs of site preparation

8.9.90

GENERAL OBLIGATION BONDS (continued)

c. Recommendations regarding the joint use of core facilities

(cf. 1330.1 - Joint Use Agreements)

d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design

e. Recommendations regarding the use of cost-effective and efficient reusable facility plans

(cf. 7110 - Facilities Master Plan)

The District shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of the committee's purpose and sufficient resources to publicize the committee's conclusions. (Education Code 15280)

All citizen's oversight committee proceedings shall be open to the public and noticed in the same manner as proceedings of the Board. Committee meetings shall be subject to the provisions of the Ralph M. Brown Act. (Education Code 15280; Government Code 54952)

(cf. 9320 - Meetings and Notices)

The citizen's oversight committee shall issue regular reports, at least once a year, on the results of its activities. Minutes of the proceedings and all documents received and reports issued shall be a matter of public record and shall be made available on the district's web site. (Education Code 15280)

(cf. 1113 – District and School Web Sites)
(cf. 1340 - Access to District Records)

The citizens' oversight committee may be disbanded following its review of the final performance and financial audits.

Reports

Within 30 days after the end of each fiscal year, the District shall submit to the County Superintendent of Schools a report concerning any bond election(s) containing the following information: (Education Code 15111)

1. The total amount of the bond issue, bonded indebtedness, or other indebtedness involved

2. The percentage of registered electors who voted at the election

GENERAL OBLIGATION BONDS (continued)

3. The results of the election, with the percentage of votes cast for and against the proposition

8.9.92

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:
ESTABLISH ANNUAL ORGANIZATIONAL MEETING

AGENDA ITEM AREA:
ACTION

REQUESTED BY:
SCOTT LEAMAN
SUPERINTENDENT

ENCLOSURES:
YES

DEPARTMENT:
ADMINISTRATION

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
NO

BACKGROUND:

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

RECOMMENDATION:

Administration recommends the Board of Trustees select an organizational meeting date for 2014.

wp/rk/factform

PCOE
GOLD IN EDUCATION

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

Gayle Garbolino-Mojica, County Superintendent of Schools

Important Board Agenda Item

Memorandum

Date: October 1, 2014

To: District Superintendents

From: Gayle Garbolino-Mojica, County Superintendent of Schools

RE: Annual Organizational Meeting

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

This year the 15-day window period established by statute to hold the annual organizational meeting begins on Friday, December 5, 2014 and runs through Saturday, December 20, 2014.

Please note that the date and time of the annual organizational meeting must be selected by your governing board at the regular board meeting held immediately prior to December 5, unless otherwise provided by a policy or bylaw of the governing board. In the event the board does not select a day and time for the annual organizational meeting at the regular meeting referenced above, state law requires that I must do so before the 15-day window period begins on December 5th.

Please return this memorandum via facsimile (530-886-5841) or email (sarcuri@placercoe.k12.ca.us) on or before November 26, 2014, with the information requested below. If you have a regular board meeting scheduled during the first week in December when your board is scheduled to set the date of its organizational meeting, please let my office know before November 26th.

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

GGM/sea

Attachments

cc: District Secretaries

2014 Annual Organizational Meeting

School District: _____

Date and Time of Annual Organizational Meeting: _____

Signed: _____

Title: _____

8.10.1

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:
Measure A Update

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
District Office

FINANCIAL INPUT/SOURCE:
All sources

MEETING DATE:
November 18, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

An update on Measure A will be presented to the Board.

RECOMMENDATION:

Discuss the update.

9.11

MEASURE A

PROPOSAL TO ISSUE AND SELL BONDS FOR THE WESTERN PLACER UNIFIED SCHOOL DISTRICT

To protect quality education, shall Western Placer Unified School District construct a new high school, and improve Lincoln High School by updating/replacing aging classrooms and support facilities, and instructional technology needed for improved teaching, replacing portable classrooms, repairing/replacing roofs, worn-out floors, electrical systems, seismic upgrades and improving energy efficiency to save money and support instruction by issuing $60,000,000 in bonds at legal rates, with independent oversight, no money for administrators and all money staying local?

BONDS YES ____ **BONDS NO ____**

IMPARTIAL ANALYSIS BY PLACER COUNTY COUNSEL

This measure, if approved by fifty-five percent of the voters voting thereon, would authorize the sale of general obligation bonds by the Western Placer Unified School District (the "District") in the amount of up to $60,000,000 (sixty million dollars) in aggregate principal amount. The proceeds of the bonds would be used for the purposes described in the text of Measure A, which precedes this analysis. Principal and interest on the bonds would be paid from a tax placed on the taxable property within the district. The District's estimate of the highest tax rate that would be required to fund this bond issue follows this analysis.

A general obligation bond is a form of borrowing commonly used to fund school facilities. By law, local general obligation bonds, financed through an increase in local property taxes, can be used for renovating, reconstructing, and building new facilities and for acquiring certain new equipment. To authorize such bond issuance, school districts can seek either two-thirds or 55% voter approval. If districts seek the 55% approval, as has been done by the District, they must meet additional accountability requirements.

In order to meet these additional accountability requirements, the Board of Trustees of the District has committed to the following:

- to use the bond proceeds only for the purposes set forth in the ballot measure, and not for any other purpose, such as teacher and administrator salaries and other school operating expenses.
- the safety, class size reduction and information technology needs of the District as well as the importance of the projects to student achievement and enhanced instruction have been evaluated prior to determining that bond issuance was necessary.
- to create a Citizen's Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes.
- to conduct annual independent performance audits to ensure that the bond proceeds are expended only for the projects in the ballot measure.
- to conduct annual, independent financial audits of the expenditure of the bond proceeds until all bond proceeds have been expended.

The District has confirmed that the proposed bonds would bear interest at a rate not exceeding the statutory limit per annum and the maturity of the bonds will not exceed the statutory maximum.

A "YES" vote on this Measure would authorize the Western Placer Unified School District to borrow money through the sale of bonds in an amount not exceeding $60,000,000.00, such bonds to be repaid by revenue derived from an annual tax levied upon the taxable property within the District.

A "NO" vote on this Measure is a vote against authorizing the sale of bonds by the District.

This analysis is submitted by the Office of the County Counsel of Placer County pursuant to the requirements of Section 9500 of the Elections Code of the State of California.

Gerald O. Carden
County Counsel

By: Brian R. Wirtz
Deputy County Counsel

8.11.1

ARGUMENT IN FAVOR OF MEASURE A

If you value protecting the quality of local schools – whether to prepare children for college and successful careers, or simply to protect your property values – then **Measure A** deserves your support.

It's been 21 years since we passed a bond to upgrade neighborhood schools. Today's high schools, although well maintained, are overcrowded and outdated. The longer we wait to make these improvements the more expensive it will be. Our children deserve the best facilities and learning environment we can provide.

Currently, 6,733 students attend school under aging roofs, in overcrowded and outdated classrooms and science labs, with deteriorated electrical, lighting, plumbing, ventilation, and safety systems. Many school buildings are over 60 years old and all classrooms need continuing upgrades.

Measure A will:

- Provide classrooms and equipment for Career Technical Education training so non-college bound students can successfully compete for high-demand jobs
- Upgrade classrooms, labs and equipment to keep pace with advancing technology and to meet advanced course requirements for college and university admissions
- Upgrade heating and air conditioning systems, and improve energy efficiency to reduce costs
- Rehabilitate/replace aging, deteriorated school facilities and structures
- Improve school safety and security
- Construct a new high school in the Twelve Bridges area

ALL Measure A funds will stay local to benefit the students of Western Placer Unified Schools. No funds can be taken away by the State.

Taxpayer protections are REQUIRED. Independent Citizens' Oversight and mandatory audits will ensure funds are spent properly. Measure A property taxes will be deductible on your income taxes. Passage of Measure A will qualify our schools for millions in state matching funds, leveraging local taxpayer dollars further. NO funding is allowed for administrator salaries.

Please join teachers, parents, community leaders and local residents in taking a positive step to help our local schools thrive.

VOTE YES on A.

Kris Wyatt, President, Board of Trustees

NO ARGUMENT AGAINST MEASURE A WAS SUBMITTED

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

Western Placer Unified School District – Prop 39 School Bond Measure A – Fall 2014

Measure A Frequently Asked Questions (FAQ)

What is Measure A?

Measure A is a local ballot measure on the November 2014 ballot seeking voter authorization for Western Placer Unified school upgrades to improve student safety, instruction, and learning, and to construct a new high school to relieve overcrowding. Measure A requires 55% support to pass. A "YES vote" approves funding for the plan to upgrade schools; a "NO vote" rejects funding. All WPUSD voters registered by October 20, 2014 will be eligible to vote on this measure.

Why has the Western Placer Unified School District (WPUSD) placed Measure A on the ballot?

Western Placer Unified School District (WPUSD) serves over 6,400 students. Today Western Placer's comprehensive high school – Lincoln High School - although well maintained, has grown crowded and outdated. These aging facilities need significant repairs, renovation, technology and safety upgrades to adequately house and educate their current and future student enrollments. In order to serve the large projected growth enrollment as well, WPUSD needs to begin the planning and construction process for the long awaited second comprehensive high school, to be located in the Twelve Bridges development area. WPUSD is focused on providing a top-quality education to prepare students for college and 21st-century careers. A strong curriculum, safe and up-to-date classrooms and the support of our local community are key to maintaining our high school students' success. Measure A has been placed on the November 2014 ballot to begin the process of upgrading aging facilities to improve student safety, instruction and learning.

What is the actual question that voters will be asked to decide in November?

"To protect quality education, shall Western Placer Unified School District construct a new high school, and improve Lincoln High School by updating/replacing aging classrooms and support facilities, and instructional technology needed for improved teaching, replacing portable classrooms, repairing/replacing roofs, worn-out floors, electrical systems, seismic upgrades and improving energy efficiency to save money and support instruction by issuing $60,000,000 in bonds at legal rates, with independent oversight, no money for administrators and all money staying local?"

How will Measure A funds be used?

- **At Lincoln High School:**
  - **Provide classrooms and equipment** for Career Technical Education training
  - **Modernize** classrooms, labs and equipment to keep pace with advancing technology and to meet advanced course requirements for college and university admissions
  - **Upgrade** heating and air conditioning systems, and improve energy efficiency to reduce costs
  - **Repairs and Upgrades** to athletic facilities
  - **Rehabilitate/replace** aging, outdated school facilities and structures
  - **Improve** school safety and security
- **Construct new High School in the Twelve Bridges Development Area**

By law, ALL Measure A funds MUST stay local, dedicated to Western Placer Unified K-12 schools.

8.113

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

Who is eligible to vote on Measure A?

All of the nearly 29,000 registered voters within the Western Placer Unified School District will be eligible to vote on Measure A. The last day to register to vote and be eligible to vote on Measure A in the November Election is Oct. 20th 2014.

What's required for Measure A to pass?

At least 55% of the voters who cast their ballots in the November 4th Election must vote in favor of Measure A for it to be approved. Measure A is being sought under the provisions of Proposition 39, which prohibits use of bond funds for operations, administrator salaries or pensions, and also requires independent financial and performance audits on the use of bond proceeds.

Will Measure A improve instruction?

Yes. Our local schools strive for teaching and learning excellence in every educational setting. Modern school facilities and education technology are essential to maintaining peak performing schools and giving our students a competitive edge. As school facilities and classroom technology are improved, teaching and learning will benefit. Without Measure A funds, the money earmarked for educational programs may have to go toward facility repairs.

What about ongoing maintenance at WPUSD Schools?

District facilities staff work hard to maintain our neighborhood schools and keep them in good working condition with limited resources. However, the type of upgrades that the District's current needs assessment has identified, particularly in the area of ongoing upgrades to education technology, go far beyond the scope and means of regular school maintenance budgets.

How much will Measure A cost?

The $60 million bond translates to $30 per year for every $100,000 of assessed valuation. The assessed valuation refers to taxable value, ***not the market value of your property***. The taxable value of your home or business will depend on when you purchased it. If Measure A is approved, the typical homeowner in our school district will pay about $60 a year.

Will businesses share in the cost of Measure A?

Yes, both commercial and residential property owners will be subject to assessment.

What about the Lottery or Proposition 30? Weren't they supposed to take care of and fix our schools?

Unfortunately, Lottery funds can only be used for classroom instruction, not technology or facility upgrades. Moreover, the money our school district receives from the Lottery each year comprises less than 1% of our annual General Fund Budget. Proposition 30, approved in November 2012, is also restricted to instructional use and only amounts to 12% of our General Fund. Lottery and Proposition 30 funds alone cannot fund the extensive upgrades that our schools need.

8.11.14

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

No one in my household attends WPUSD schools. Why should I care about Measure A?

Quality schools are the foundation of a quality community. Good schools help maintain property values. Home resale values are directly impacted by the quality of our schools.

Who makes the final decision on a local school bond?

The locally elected Board of Education of Western Placer Unified School District is the legal entity that has called for the Measure A election. Ultimately, Western Placer USD REGISTERED VOTERS will have the final say when they vote for or against the measure.

Have there been other Western Placer USD school bonds? If so, when was the last bond?

Western Placer USD strives to be a model of financial responsibility, making every effort to spend taxpayer dollars wisely. Voters approved our last school bond in 1993 (21 years ago) to repair and renovate existing school facilities. Our new (2014) measure, Measure A, authorizes critically needed education technology upgrades as well as the next set of essential school facility upgrades.

How can we be assured that Measure A money will be spent properly?

Taxpayer protections are REQUIRED. All measure A funds stay local - they cannot be taken away by the State or used for other purposes. ONLY facilities, technology and equipment upgrades are allowed. NO funds can be spent on administrators' salaries. Measure A requires the establishment of a Citizens Oversight Committee within 60 days after a successful election result is certified. The Committee is responsible for monitoring bond finances to ensure the public that the money is being spent properly. Measure A also requires independent annual audits on use of bond proceeds.

Doesn't the STATE provide funding for facility upgrades?

Very little. In the past, State funding has been available to support local school upgrades but especially now, we cannot count on this uncertain source of funding. Moreover, in order to access state funding, school districts MUST generate local matching funds by passing a local school bond measure. Passing a local bond is the ONLY way to qualify for additional state funding if and when it becomes available. There are no other sources of funding for major facility upgrades.

If voters approve Measure A, when will the work begin?

Once the measure is approved, the District will begin immediately on the design and planning for the new high school, as well as preparing for improvements at Lincoln High School. A schedule for funding projects will be developed so they can be completed on time and within budget.

Where can I get more information?

For more information please contact: Heather Steer at 916-645-5100 or email hsteer@wpusd.k12.ca.us or visit our website at www.wpusd.k12.ca.us.

8.11.5