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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
Mary Boyle, Deputy Superintendent of Educational Services
Joyce Lopes, Assistant Superintendent of Business Services

STUDENT ENROLLMENT

School	2010 CBEDS	02/29/12	03/30/12
Sheridan School (K-5)	84	83	84
First Street School (K-5)	449	447	453
Carlin C. Coppin Elementary (K-5)	420	428	426
Creekside Oaks Elementary (K-5)	620	617	618
Twelve Bridges Elementary (K-5)	716	679	677
Foskett Ranch Elementary (K-5)	543	561	568
Lincoln Crossing Elementary (K-5)	612	632	637
Glen Edwards Middle (6-8)	699	693	694
Twelve Bridges Middle School (6-8)	832	820	827
Lincoln High School (9-12)	1,496	1,450	1,422
Phoenix High School (10-12)	80	69	75
PCOE Home School	0	0	0
TOTAL:	**6,551**	**6,479**	**6,481**

State Preschool

First & L Street	22 A.M. /24 P.M.
Carlin Coppin	24 A.M.

Pre-K/Special Ed

Foskett	13
FSS PPPIP	65

Adult Education 366

First-5 Program

First Street	20 A.M. /20 P.M.
Sheridan	16 A.M. /15 P.M.

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
April 17, 2012, 7:00 P.M.
CARLIN C. COPPIN ELEMENTARY SCHOOL – Cafeteria
150 East 12th Street, Lincoln, CA 95648

AGENDA

2011-2012 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.

5:35 P.M. START

1. **CALL TO ORDER** – Carlin C. Coppin Elementary School – Cafeteria

5:40 P.M.

2. **CLOSED SESSION** – Carlin C. Coppin Elementary School – Main Office

2.1 PERSONNEL
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Public Employee Discipline/Dismissal/Release

2.2 CONFERENCE WITH LABOR NEGOTIATOR
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Director of Human Services Joyce Lopes, Assistant Superintendent of Business Services

2.3 INTERDISTRICT ATTENDANCE APPEAL

a. Interdistrict Request Appeal 12/13 - 10
b. Interdistrict Request Appeal 12/13 - 11
c. Interdistrict Request Appeal 12/13 – 12
d. Interdistrict Request Appeal 12/13 – 13
e. Interdistrict Request Appeal 12/13 - 14
f. Interdistrict Request Appeal 12/13 – 15

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**-School Cafeteria

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

3.1 PERSONNEL

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Public Employee Discipline/Dismissal/Release

3.2 CONFERENCE WITH LABOR NEGOTIATOR
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Director of Human Services Joyce Lopes, Assistant Superintendent of Business Services

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c. Interdistrict Request Appeal 12/13 - 12
d. Interdistrict Request Appeal 12/13 - 13
e. Interdistrict Request Appeal 12/13 - 14
f. Interdistrict Request Appeal 12/13 - 15

4. SPECIAL ORDER OF BUSINESS

School Being Featured: Carlin C. Coppin 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 Classified Personnel Report
5.2 Ratification of Contract with Economic & Planning Systems, Inc. for Administration of 2012-12 CFD Tax Roll.
5.3 Ratification of Contract with Rainforth Grau Architects for Professional Services related to Division of State Architect Project Close Out.
5.4 Approve Student Discipline/Stipulated Expulsion for students #11-12 T & U.
5.5 Contract with Pacific Life for Group Tax Sheltered 403(b) Annuity.
5.6 Temporary Athletic Team Coaches.
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 Performing Arts Theater. 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 – Isabella Franco
7.2 Western Placer Teacher's Association – Mike Agrippino
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 Discussion/ Action **ADOPTION OF RESOLUTION NO. 11/12.17 REGARDING WORK YEAR REDUCTION FOR SENIOR/CLASSIFIED MANAGEMENT EMPLOYEES AND AUTHORIZATION FOR REQUIRED NOTICE** – **Davis** *(11-12 G & O I, II, III, IV, V)*

•In order to help mitigate the anticipated budget shortfall that the District is facing, the District Administration is recommending reducing the work year for Senior Management and Classified Management employees by Eight (8) days for the 2012-2013 school year and their compensation would be reduced accordingly thus resulting in a financial savings to the District. The work years of Certificated Administrators and WPTA bargaining unit members have been addressed in other Agenda items at a previous Board meeting. The work year of Confidential Employees is addressed through another agenda item at this meeting.

Roll call vote:

8.2 Discussion/ Action **ADOPTION OF RESOLUTION NO. 11/12.18 REGARDING WORK YEAR REDUCTION FOR CLASSIFIED CONFIDENTIAL EMPLOYEES AND AUTHORIZATION FOR REQUIRED NOTICE** – **Davis** *(11-12 G & O I, II, III, IV, V)*

•In order to help mitigate the anticipated budget shortfall that the District is facing, the District Administration is recommending reducing the work year for Classified Confidential employees by Eight (8) days for the 2012-2013 school year and their compensation would be reduced accordingly thus resulting in a financial savings to the District. The work years of Certificated Administrators, Classified Management Employees, and WPTA bargaining unit members have been addressed in other Agenda items before the Board.

Roll call vote:

8.3 Discussion/ Action **CONSIDER APPROVING RESOLUTION NO. 11/12.19 AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS** – **Davis** *(11-12 G & O I, II, III, IV, V)*

• Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 11/12.19. These positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code.

Roll call vote:

8.4 Discussion/ Action **RATIFICATION OF MEMORANDUM OF UNDERSTANDING WITH CSEA REGARDING BUDGET REDUCTIONS INCLUDING FURLOUGH DAYS AND OTHER ITEMS** – **Davis** *(11-12 G & O I, III, II, IV, V)*

•The Western Placer Unified School District and the California School Employees Association Chapter #741 have signed a Memorandum of Understanding regarding furlough days, salary, step movement, longevity, overtime, and other items for the 2012/2013 school year. This MOU will greatly

assist the District with achieving its required budget reductions for the 1012-2013 school year while saving several positions and programs.

8.5 Discussion/ Action **CONSIDER APPROVING REVISED JOB DESCRIPTION FOR SCHOOL CLERK II POSITION – Davis** *(11-12 G & O I, II, III, IV, V)*

•As a part of the ongoing review of job descriptions by both the District and CSEA and as a part of reclassification of several positions as a part of the MOU between CSEA and WPUSD dated April 5, 2012 there exists a need to approve a revised job description for the School Clerk II position to clarify some of the essential job duties. The District administration worked with CSEA to bring forward the enclosed job description. There is no financial impact as a result of this change.

8.6 Information **FACILITIES & MAINTENANCE UPDATE – Lopes** *(11-12 G & O I, II, III, IV, V)*

•The Board of Trustees in their 2011-12 Board Goals set a goal to provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness. The Facilities and Maintenance departments ensures facilities are suitable, functional, clean and attractive.

8.7 Action **5-YEAR DEFERRED MAINTENANCE PLAN – Lopes** *(11-12 G & O I, II, III, IV, V)*

•The Deferred Maintenance Program provides State funds to assist school districts with expenditures for major repair or replacement of existing school building components so that the educational process may safely continue.

9. FUTURE AGENDA ITEMS

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

- Relationship with Sierra Community College
- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update

9.1 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢May 1, 2012 7:00 P.M., Regular Meeting of the Board of Trustee, Lincoln High School

➢May 15, 2012 7:00 P.M., Regular Meeting of the Board of Trustee, Twelve Bridges Middle 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: **Carlin C. Coppin School – Main Office**
Date: **Tuesday, April 17, 2012**
Time: **5:40 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. CONFERENCE WITH LABOR NEGOTIATOR

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

1. **LICENSE/PERMIT DETERMINATION**
   a. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
   a. Specify law enforcement agency
   b. Title of Officer,
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   a. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
   b. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.

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

4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
   a. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
   b. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.

5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
   a. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
   b. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.

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

7. **THREATS TO PUBLIC SERVICES OR FACILITIES**
   a. Consultation with: specify name of law enforcement agency and title of officer.

8. **PERSONNEL:**
   A. **PUBLIC EMPLOYEE APPOINTMENT**
      a. Identify title or position to be filled.
   B. **PUBLIC EMPLOYEE EMPLOYMENT**
      a. Identify title or position to be filled.
   C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
      a. Identify position of any employee under review.
   D. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
      a. It is not necessary to give any additional information on the agenda.
   E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
      a. No information needed

9. **CONFERENCE WITH LABOR NEGOTIATOR**
   a. Name any employee organization with whom negotiations to be discussed are being conducted.
   b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
   c. Identify by name the agency's negotiator

10. **STUDENTS:**
   A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
   B. **STUDENT PRIVATE PLACEMENT**
      ●Pursuant to Board Policy 6159.2
   C. **INTERDISTRICT ATTENDANCE APPEAL**
      a. Education Code 35146 and 48918
   D. **STUDENT ASSESSMENT INSTRUMENTS**
      a. Reviewing instrument approved or adopted for statewide testing program.
   E. **STUDENT RETENTION/ APPEAL**
      a. Pursuant to Board Policy 5123

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/ RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Board of Trustees

ENCLOSURES:
No

DEPARTMENT:
Ryan Davis
Director of Human Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Mary Boyle, Deputy Superintendent
Ryan Davis, Director of Human Services
Joyce Lopes, Assistant Superintendent of Business Services

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Ryan Davis
Director of Human Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 17, 2012

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

3.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Interdistrict Appeal

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- Interdistrict Request Appeal 12/13 - 10
- Interdistrict Request Appeal 12/13 - 11
- Interdistrict Request Appeal 12/13 - 12
- Interdistrict Request Appeal 12/13 - 13
- Interdistrict Request Appeal 12/13 - 14
- Interdistrict Request Appeal 12/13 - 15

ADMINISTRATION RECOMMENDATION:

Disclose any action taken.

wp/rk/factform

SPECIAL

ORDER

OF

BUSINESS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Featured School:
Carlin C. Coppin Elementary School

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 17, 2012

ROLL CALL VOTE:
No

BACKGROUND:

Carlin C. Coppin Elementary School will share a short presentation to the Board of Trustees. They will focus on the following:

- Pupils
- Programs
- Parents

RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

wp/rk/PPPfactform

CARLIN C. COPPIN ELEMENTARY SCHOOL
Terri Dorow, Principal
150 East 12th Street, Lincoln, CA 95648
(916) 645-6390 FAX(916) 645-6363
http://ccces.wpusd.k12.ca.us/

Carlin C. Coppin School Board Meeting Agenda
April 17, 2012

Welcome (Terri Dorow-Principal)

PowerPoint Presentation: Navigating Uncharted Waters

Student Readers: Being Safe, Responsible and Respectful

- Shelby Ferris
- April Julian
- Kyra Schimpf
- Tyler Sperbeck

4.1

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Ryan Davis
Director, Human Services

ENCLOSURES:

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
April 17, 2012

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.

5.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

April 17, 2012

CLASSIFIED/MANAGEMENT

RESIGNATIONS

1. **Name:** Becky Edmonds
   Position: D.O. Receptionist/Clerk
   Site: District Office
   Hours: 4 Hours/Day
   Effective: 2/20/12

2. **Name:** Janis Lieber
   Position: Special Ed Instructional Aide
   Site: Glen Edwards Middle School
   Hours: 5.66 Hours/Day
   Effective: 6/8/12

3. **Name:** Lindsey Nelson
   Position: Paraprofessional Aide
   Site: Foskett Ranch Elementary
   Hours: 5.66 Hours/Day
   Effective: 2/16/12

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Ratification of Contract with Economic & Planning Systems, Inc. for Administration of 2012-12 CFD Tax Roll

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Joyce Lopes, Assistant Superintendent, Business Services

ENCLOSURES:
Yes

DEPARTMENT:
Business

FINANCIAL INPUT/SOURCE:
Fund 49 Mello Roos Tax

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
No

BACKGROUND:

Staff requests Board of Trustee ratification of contract with Economic & Planning Systems, Inc. (EPS) to provide administration of the 2012-13 fiscal year Placer County Tax Reporting for the Western Placer Unified School District's Community Facility Districts #1 and #2. The scope of work included in this agreement covers not only the annual tax reporting to the county, but also corrections and research as needed.

RECOMMENDATION:

Board of Trustees ratify contract with EPS.

5.2

February 17, 2012

Scott Leaman
Superintendent
Western Unified School District
600 6th Street, Fourth Floor
Lincoln, CA 95648

Subject: Western Placer Unified School District Community Facilities District Administration—Fiscal Year 2012–13; EPS #122007

Dear Mr. Leaman:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to prepare the Fiscal Year (FY) 2012–13 Tax Reports for Community Facilities District (CFD) No. 1 and No. 2.

The Economics of Land Use

Key Personnel

Principal Jamie Gomes will serve as Principal-in-Charge of this project and will provide guidance and input as needed. Senior Vice President Russ Powell will serve as Project Manager and will conduct the day-to-day management of this project. Additional EPS staff may assist in identifying, collecting, and analyzing data.

Scope of Work

Task 1: FY 2012–13 CFD Administration

EPS will maintain the CFD parcel database and will respond to public inquiries.

Task 1.1: Review Records

EPS will review records of the City of Lincoln (City) and Placer County (County) to maintain and update a list of taxable parcels in the CFD. The list will contain Assessor's Parcel Numbers, development status, taxable status, FY in which parcel was first taxed as a "developed" parcel, and any other related data required to develop the annual special tax levy. Western Placer Unified School District (District) will periodically provide EPS with copies of building permit applications submitted to the District for residential development. EPS will record the building permit information in the database. After each database update of new residential development, EPS will provide an electronic copy of the database to the District.

Task 1.2: Prepare List

EPS will prepare a list of the special tax levy for delivery to the County Auditor-Controller and will work with the District to prepare and deliver all accompanying documentation of the special tax levy.

Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax

Berkeley
Denver
Los Angeles
Sacramento

www.epsys.com

Task 2: FY 2012–13 Technical Support

EPS will prepare an analysis supporting the annual continuing disclosure and other analyses. This task includes any other analysis of funding strategies for school facilities as directed by the District.

Schedule

By June 1, 2012, EPS will submit the FY 2012–13 annual tax levy and preliminary tax report to the District for review. After making any edits, the tax levy will be provided to the District electronically by June 5, 2012, and transmitted to the County Auditor-Controller by July 31, 2012.

Budget

The estimated budget to complete this work is **$14,000**, composed of $11,000 for **Task 1** and $3,000 for **Task 2**. EPS proposes that the budget for **Task 1** be a flat fee billed in three installments in June (20 percent), July (30 percent), and August (50 percent). EPS will charge for its services for **Task 2** on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. **Task 2** includes a $500 fee for data acquisition for access to current Assessor's data to identify taxable parcels and prepare disclosure reports. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's Hourly Billing Rates and Terms and Conditions for Consulting Services are attached as part of this letter agreement.

Again, EPS appreciates the opportunity to work on this project. To approve this proposal, please sign below, return a signed copy of this letter agreement to EPS, and keep another copy for your records. If you have questions or require changes to this proposal, please call Project Manager Russ Powell at (916) 649-8010.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.

Jamie Gomes
Principal

Attachments

Approved:

Western Placer Unified School District _____ Date _____

2012 Hourly Billing Rates

	Sacramento Office
Managing Principal	$265–$295
Principal	$235
Senior Vice President	$210
Vice President	$185
Senior Technical Associate	$170
Senior Associate	$150
Associate	$130
Production and Administrative Staff	$75

Billing rates updated annually.

5.23

Economic & Planning Systems, Inc.
Terms and Conditions for Consulting Services
EPS #122007

1. Authority

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. Independent Contractor

It is specifically understood and agreed that in the creation and performance of this Agreement, CONSULTANT is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

3. Insurance

CONSULTANT shall maintain the following insurance:

3.1 Workers Compensation as required by law.

3.2 General Liability insurance policy of $1,000,000, $3,000,000 in aggregate, for personal injury and property damage.

3.3 Auto Liability insurance of $1,000,000, combined single limit for bodily injury and property damage covering all vehicles including hired, owned and non-owned vehicles.

3.4 Errors and Omissions/Professional Services Liability and Personal and Advertising Injury insurance in the amount of $2,000,000.

3.5 Excess/Umbrella Liability insurance in the amount of $1,000,000.

4. Personnel

The CONSULTANT represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. Interest of Consultant

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

5.2.4

6. Publication, Reproduction, and Use of Material

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by EPS (EPS Work Product), in whole or in part, for purposes of this Project (as described in an attached Work Order). This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT acknowledges that EPS Work Product was prepared by EPS solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of EPS (which EPS may withhold in its sole discretion), (i) use EPS Work Product for purposes unrelated to the Project, (ii) modify EPS Work Product, or (iii) disclose or distribute any EPS Work Product to any other person, firm, or entity. EPS shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. Confidentiality

Any reports, information, or data given to or prepared or assembled by the CONSULTANT under this Agreement shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT. CONSULTANT is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. Amendments to the Contract

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. Disputed Invoices

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify the CONSULTANT of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and CONSULTANT will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. Audits and Inspections

On reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. Compensation for Testimony and Preparation Thereof

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by CONSULTANT, by or against a third party, and CLIENT requests that CONSULTANT or a Subconsultant, (or if CONSULTANT or a

Subconsultant is otherwise required) to testify, provide information, produce materials, or otherwise spend time on such action, then CLIENT shall pay CONSULTANT or Subconsultant for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. Termination of Agreement

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to CONSULTANT, on completion of any task described in the scope of services. In such event the CLIENT will pay to the CONSULTANT the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based on any claim of CONSULTANT default, such payment shall include any sums withheld pursuant to this Agreement. In addition, the CONSULTANT shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement previously incurred by the CONSULTANT during the period of the Agreement, which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. Indemnification/Limitation of Liability

13.1 Each party agrees to indemnify, hold harmless, and defend the other party, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as the "Indemnified Party") against all liability, including reasonable attorneys' fees and costs, to third parties arising from the negligent acts or omissions of the Indemnifying Party or its agents in the performance of its obligations hereunder, or its breach hereof."

13.2 CLIENT agrees that CONSULTANT is not responsible for the identification of hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents, and is not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents.

14. Nondiscrimination and Equal Opportunity

Consultant and its subconsultants shall not unlawfully discriminate against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), gender, or gender orientation. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

15. Standard of Performance

All work performed by CONSULTANT for CLIENT pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based on the continued competent and efficient management by CLIENT. In addition, the conclusions reached by EPS are based on the assumption that no significant changes in Project conditions will occur beyond those expressly discussed in EPS Work Product. EPS shall be able to rely on information provided to it by the CLIENT, and EPS shall have no responsibility to audit or otherwise verify such information.

16. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes, or other disasters.

17. Arbitration and Attorneys Fees

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer, and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in Sacramento County, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc., (JAMS). In arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision award of the arbitrator shall be binding on the parties and shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

18. Governing Law

This contract will be governed by and construed in accordance with the laws of the State of California.

19. Notice

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective on receipt of notice of such change by the opposite party.

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 Division of State Architect Project Close Out

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Joyce Lopes, Assistant Superintendent, Business Services

ENCLOSURES:
Yes

DEPARTMENT:
Business

FINANCIAL INPUT/SOURCE:
COP Revenue, Fund 21

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
No

BACKGROUND:

The Division of the State Architect (DSA) has made close out and certification of all state school construction projects a priority recently. Currently, WPUSD has approximately 20 prior construction projects that have been closed by the state without DSA certification. These projects range in age, beginning in 2000. DSA is requiring completed certification for all prior projects before they will review new construction projects. In order to clean up old construction files and make our sites compliant, staff has begun the process of opening old construction projects with the State of California and going through close out and certification procedures. Staff requests Board of Trustee ratification of the attached contract with Rainforth Grau Architects for professional services in order to assist WPUSD with the Division of the State Architect close out process on prior projects throughout the District

RECOMMENDATION:

Board of Trustees ratify contract with Rainforth Grau Architects.

AGREEMENT BETWEEN CLIENT AND ARCHITECT

FOR CALIFORNIA SCHOOL PROJECTS

This AGREEMENT, made in 2 copies on the 31st day of January, 2012, 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:

2012-1076.00	Western Placer Unified School District DSA Project Close-out Services (See Attached List of Projects)

NOW THEREFORE, The Client and Architect agree as follows:

1. BASIC SERVICES OF THE ARCHITECT:

   The Architect, as part of his basic professional services, will provide advice to the Client on documents required for DSA close-out with certification. Work with the Client and architects of record to produce documentation and submit to the DSA for Certification.

2. EMPLOYEES AND CONSULTANTS

   The Architect as part of the basic professional services, shall furnish at his expense the services of structural, mechanical, electrical, civil engineers and landscape architect, properly skilled in the various aspects of the design and construction of facilities required.

3. THE CLIENT'S RESPONSIBILITIES

   A. The Client shall furnish all inspection services.

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

   C. The Client shall notify the Architect of administrative procedures required and name a representative authorized to act in its behalf.

   D. The Client shall provide all project documentation which has been provided to date of the projects.

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 "V" (attached) as applied to personnel hours of Architect's staff and his consultant engineers and such Reimbursable Expenses as noted on the Schedule.

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. 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.

10. 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:
Jeffrey Grau, A.I.A., #C14648
Rainforth ▪ Grau ▪ Architects
A Professional Corporation
2407 J Street, Suite 202
Sacramento, CA 95816

CLIENT:
Western Placer Unified School District
Placer County
600 6th Street, Suite 400
Lincoln CA 95648

y:\business development\wpusd closeouts agreement.docx

Western Placer Unified DSA Projects for DSA Close Out Priority Listing

Priority	Project Tracking #	Project Name	Description
1	02-109302	Lincoln High School - 1 RR Relocatable and 3 CR Relos	Portables Removed, ANOVA
2	02-105112	Lincoln High School - Electrical Upgrade	Sacramento Electrical Engineering - no A&E
3	02-109301	Glen Edwards Middle School - CARE Portable	ANOVA
4	02-102839	Glen Edwards Middle School - 4 new relo's, move 4 relos, alt to Wing B	Wing B alterations re-done with Fire
5	02-106014	Glen Edwards Middle School - 3 relos	
6	02-103479	LHS - 1 Relo and alterations to 3 relos	
7	02-103556	LHS - Alterations to Classroom Building	
8	02-104337	LHS - 2 Relos and related sitework	
9	02-106013	LHS - 3 relocatables	
10	02-100695	Carlin C Coppin - Relocatable	Still in place
11	02-102141	Carlin C Coppin - Childcare Relo	
12	02-106015	Carlin C Coppin - 2 Relos	
13	02-102041	LHS - District Office Phase I	
14	02-103510	WPUSD District Office Phase II	
15	02-109300	First Street School - Move Relocatable	ANOVA, in front of school
16	02-102050	First Street School - 5 Shade Structures	
17	02-102140	Sheridan Elementary - Childcare Relo	
18	02-105035	Twelve Bridges Elementary - Whole School	
19	02-108780	Foskett Ranch Elementary - Lightpole at Regional Park	City of Lincoln Project
20	02-102983	Lincoln High School - Farm Site 3 Relos	

H.3.5

Michael RAINFORTH ▪ Jeffrey GRAU
ARCHITECTS

Architecture & Planning ▪

2407 J Street, Suite 202 ▪

Sacramento, CA 95816▪

(916) 368-7990 ▪

FAX: (916) 368-7996 ▪

A Professional Corporation ▪

FEE SCHEDULE "V"

Effective January 1, 2008

Architectural:

Principal Architect	$	180.00/hour
Associate Architect	$	160.00/hour
Architect	$	145.00/hour
Project Manager	$	135.00/hour
Designer	$	110.00/hour
Job Captain	$	110.00/hour
Interior Designer	$	95.00/hour
Intern Graduate	$	85.00/hour
Clerical	$	75.00/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.

q:\rga finance\billing\fee schedules\v-feesc.docx

5.3.5.

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:
Student Discipline
Stipulated Expulsion Student(s): #11-12-T
#11-12-U

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Michael Doherty
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken during Closed Session in Regards to the stipulated expulsion of Student(s): #11-12-T
#11-12-U

RECOMMENDATION:

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

wp/rk/factform

5.4

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:

Contract with Pacific Life for Group
Tax Sheltered 403(b) Annuity

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Joyce Lopes
Assistant Superintendent of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

April 17, 2012

ROLL CALL REQUIRED:

No

BACKGROUND:

On May 31, 2011, the Board unanimously agreed to adopt a Supplementary Retirement Plan as designed by Public Agency Retirement Services. The attached contract authorizes Pacific Life to issue Annuity payments to Annuitants as outlined in the schedules and rider in accordance with the supplementary retirement plan.

RECOMMENDATION:

Administration recommends the Board ratify the agreement between Pacific Life and WPUSD.

CONTRACTHOLDER COPY

PACIFIC LIFE

GROUP TAX SHELTERED (403(b)) ANNUITY CONTRACT

G- 27537.01

This contract, as agreed to on June 2, 2011, is between PACIFIC LIFE INSURANCE COMPANY, a Nebraska stock corporation (Pacific Life), and

WESTERN PLACER UNIFIED SCHOOL DISTRICT
(contractholder)

Pacific Life agrees to pay Annuity Payments to Annuitants, as hereinafter described, subject to all the terms and conditions appearing on this and the following pages, attached Schedules and Rider, which are hereby made a part of this contract.

This contract is issued in consideration of the Application of the contractholder, a copy of which is attached to and made a part of this contract, and the payment by the contractholder to Pacific Life of premiums made pursuant to this Contract, as set forth in Schedule II of this Contract. Any part of the premiums paid after the Scheduled Due Dates shall be subject to an interest charge at the Prime rate to the date received by Pacific Life.

This contract is delivered in and subject to the laws of the State of California.

This contract is executed at Pacific Life's office in Newport Beach, California on February 28, 2012 to take effect as of August 1, 2011.

James T. Morris
Chairman and Chief Executive Officer

Jane M. Guon
Secretary

5.5.1

Section 1. Information To Be Furnished

The contractholder shall furnish all information, such as names, addresses, data, proofs, certificates of birth and death and evidence of survival, which Pacific Life may reasonably require with regard to the happening of any event or the existence of any status affecting or relating to the annuities issued or to be issued hereunder.

Due proof that the Annuitant is living shall, if required by Pacific Life, be furnished to it by the Annuitant before any payment shall be made hereunder.

Section 2. Certificates

Pacific Life shall issue to the contractholder for delivery to each person for whom an annuity is provided pursuant to this contract, a certificate summarizing the principal provisions of such annuity. Such certificate holders shall be the owners of their annuity certificates (also sometimes called "the Contract" in the Rider attached hereto) as well as being the Annuitant and Measuring Life under their respective annuity certificate.

Section 3. Amendments

This contract may be amended or modified, with respect to any provision, at any time, and from time to time, by written agreement between the contractholder and Pacific Life without the consent of any other person. No agent has authority to change this contract or to waive any of its provisions.

Section 4. Assignment of Benefits

The benefits, or any part thereof payable under this contract, shall not be subject to alienation, anticipation, assignment or encumbrance by any Annuitant or beneficiary entitled thereto, and, to the extent permitted by law, shall not be subject to any debts, contracts or engagements of any Annuitant or beneficiary, or to any judicial process to levy upon or to attach the same. The preceding sentence shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to an Annuitant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code.

Section 5. Data Changes After Issue

The attached Schedules were prepared by Pacific Life from data listings which have been furnished by or on behalf of the contractholder in substantial fulfillment of the requirements of Section 1.

Pacific Life shall be liable for its errors and omissions in the preparation of the attached Schedules from the data listings furnished by or on behalf of the contractholder, including, without limitation, errors and omissions in the inclusion or exclusion of any particular Annuitants with respect to any such Schedule.

The contractholder shall be liable for its errors and omissions in the preparation of the aforementioned data listings furnished to Pacific Life by or on behalf of the contractholder. Pacific Life shall calculate the cost of any data changes, and charge the contractholder for any increase in liability or reimburse the Contractholder for any decrease in liability. The calculation

of the cost shall be based on current market rates of interest in effect at the time of the discovery of the error or omission, and may include an administrative expense for processing such calculation and data change.

Section 6. Premium Payments

The contractholder agrees to make the premium payments as shown in Schedule II. In the event a premium is not paid, the annuity amounts for the Annuitants in Schedule I shall be reduced as follows:

1. The same rates used to purchase the original annuities shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a $300 per annuity recalculation charge.

2. The annuity amounts determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury note with a maturity closest to 10 years at the time of purchase, "T", at the time of recalculation is greater than 2.99%. The reduction percentage under this part shall equal 4 times the amount by which T exceeds 2.99%, that is, 4 x (T-2.99%).

Section 7. Nonparticipation

This contract shall not participate in any divisible surplus of Pacific Life.

Section 8. Entire Contract

This contract, the attached Schedules and Rider, and application constitute the entire contract. Statements made in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this contract unless it is contained in the application, signed by the contractholder, a copy of which is attached to this contract when issued.

Section 9. Termination of Contract

This contract shall terminate and cease to be of any further force or effect as of the date the last person receiving benefit payments hereunder has died.

PACIFIC LIFE'S OBLIGATIONS UNDER GROUP ANNUITY CONTRACT G-27537.01 AND THE ANNUITY CERTIFICATES BECAME EFFECTIVE AUGUST 1, 2011. PACIFIC LIFE SHALL NOT MAKE ANY BENEFIT PAYMENTS DUE FOR ANY PERIOD PRIOR TO AUGUST 1, 2011.

SCHEDULE I

IMMEDIATE ANNUITANTS
CERTIFICATE OWNERS
MEASURING LIVES

Life Annuity – Annuity Amount commences on August 1, 2011 and is paid monthly until the last payment due immediately prior to the death of the Annuitant.

Annuitant, Certificate Owner and Measuring Life	Social Security Number	Date of Birth	Annuity Amount
Buda, Ronald	[redacted]	[redacted]	[redacted]
Mentze, Susan	[redacted]	[redacted]	[redacted]

SCHEDULE I – CONTINUED

Life Annuity with Period Certain – Annuity Amount commences on August 1, 2011, and is paid monthly until the last payment due immediately prior to the death of the Annuitant. If the Annuitant dies before the Period Certain End Date, the monthly payments shall continue to the designated beneficiary until the Period Certain End Date payment is made.

Annuitant, Certificate Owner and Measuring Life	Social Security Number	Date of Birth	Annuity Amount	Period Certain End Date
Hannum, Dale	[redacted]	[redacted]	[redacted]	[redacted]

SCHEDULE I – CONTINUED

Certain Period Only – Annuity Amount commences on August 1, 2011, and is paid monthly for the Total Number of Payments indicated in the following Schedule. If the Annuitant should die prior to receiving the Total Number of Payments, the remaining payments will be made to the designated beneficiary.

Annuitant, Certificate Owner and Measuring Life	Social Security Number	Annuity Amount	Total Number of Payments
Allen, Sheila	[redacted]	[redacted]	[redacted]
Beckman, Sandra	[redacted]	[redacted]	[redacted]
Butler, David	[redacted]	[redacted]	[redacted]
Cosgrove, Lowell	[redacted]	[redacted]	[redacted]
Creger, Cassandra	[redacted]	[redacted]	[redacted]
Cuthbertson, Pamela	[redacted]	[redacted]	[redacted]
Dolinsek, Georgetta	[redacted]	[redacted]	[redacted]
Duarte, Beverly	[redacted]	[redacted]	[redacted]
Eaton, Alan	[redacted]	[redacted]	[redacted]
Foxworthy, Sara	[redacted]	[redacted]	[redacted]
Kelly, Kathleen	[redacted]	[redacted]	[redacted]
Kerrigan, Robert	[redacted]	[redacted]	[redacted]
Lacktis, Joan	[redacted]	[redacted]	[redacted]
Leavell, Thomas	[redacted]	[redacted]	[redacted]
Martinez, Henry	[redacted]	[redacted]	[redacted]
Massey, John	[redacted]	[redacted]	[redacted]
Pezanoski, Linda	[redacted]	[redacted]	[redacted]
Pogue, Patricia	[redacted]	[redacted]	[redacted]
Rossiter, Michael	[redacted]	[redacted]	[redacted]
Steuck, Nancy	[redacted]	[redacted]	[redacted]
Turner, Peggy	[redacted]	[redacted]	[redacted]

SCHEDULE I – CONTINUED

Certain Period Only – Annuity Amount commences on August 1, 2011, and is paid monthly for the Total Number of Payments indicated in the following Schedule. If the Annuitant should die prior to receiving the Total Number of Payments, the remaining payments will be made to the designated beneficiary.

Annuitant, Certificate Owner and Measuring Life	Social Security Number	Annuity Amount	Total Number of Payments
Valdez, Susan	[redacted]	[redacted]	[redacted]
Van-Lengen, Peggy	[redacted]	[redacted]	[redacted]
Vineyard, Vickie	[redacted]	[redacted]	[redacted]
Volmer, Phillip	[redacted]	[redacted]	[redacted]
Wold, Karen	[redacted]	[redacted]	[redacted]
Woodward, Robert J.	[redacted]	[redacted]	[redacted]
Wyatt, John	[redacted]	[redacted]	[redacted]

SCHEDULE I – CONTINUED

100% Joint and Survivor Annuity – Annuity Amount commences on August 1, 2011, and is paid monthly until the last payment due immediately prior to the death of the Annuitant. If the Annuitant predeceases the Joint Annuitant, 100% of the Annuity Amount shall be paid monthly to the Joint Annuitant until the last payment due immediately prior to the death of the Joint Annuitant.

Annuitant, Certificate Owner and Measuring Life/Joint Annuitant	Social Security Number	Date of Birth	Annuity Amount
Mylrea, Betty Mr. Mylrea	[redacted]	[redacted]	[redacted]
Wood, Robert Mrs. Wood	[redacted]	[redacted]	[redacted]

SCHEDULE II
PREMIUM PAYMENT SCHEDULE

Amount of Premium	Due Date
$363,798.76	July 20, 2011
$363,798.76	July 20, 2012
$363,798.76	July 19, 2013
$363,798.76	July 18, 2014
$363,798.76	July 20, 2015

PACIFIC LIFE

APPLICATION

G- 27537.01

Application is hereby made to Pacific Life Insurance Company by Western Placer Unified School District, whose Main Office Address is 600 Sixth Street, Suite 400, Lincoln, California 95648, for Group Annuity Contract No. G-27537.01, which is attached to this Application. The terms of the attached Contract are approved and its terms accepted.

This Application is executed in duplicate, one counterpart being retained by applicant and the other returned to Pacific Life Insurance Company.

It is agreed that this Application supersedes any previous application for the Contract.

Dated this 20 day of March 2012,

at Lincoln, CA

WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Full or Corporate Name of Applicant)

By: Joyce Lopes Assistant Superintendent
Signature and Title

GR-8276

5.5.10



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
A Stock Company

403(b) TAX-SHELTERED ANNUITY ("TSA") RIDER

This rider is a part of the contract, policy or certificate to which it is attached (the Contract) by Pacific Life Insurance Company (Pacific Life). The Contract is hereby modified as specified below to qualify as a Tax-Sheltered Annuity (TSA) under Code Section 403(b) that does not contain any designated Roth Contribution (see Definitions below).

The provisions of this rider shall control to the extent that they are in conflict with those of the Contract. However, the provisions of any TSA Plan that govern the Contract shall control to the extent that they conflict with those of this rider (or the Contract, e.g., when compared to Sections B.3-B.9 below) and such an override would not result in such TSA Plan or the Contract losing its tax-qualified status. Unless expressly stated, the modifications to the Contract under this rider do not remove any non-tax restriction or limitation in the Contract on distributions, contributions, withdrawals or loans, or grant any additional contractual rights not granted by any other section of the Contract, if such a modification or grant is not required to maintain the favorable tax treatment of the Contract (or any distribution thereunder) as a TSA under the Code; provided further, in no case may the terms of the TSA Plan expand the terms of the Contract or impose any responsibilities or duties on Pacific Life not specifically set forth in the Contract or this rider.

Pacific Life may rely on the Eligible Employer that is the sponsor of such TSA Plan (or a representative thereof) for representations regarding the applicable provisions of such TSA Plan, any delegation of authority or responsibility thereunder by the Eligible Employer, or any instruction or information that Pacific Life deems necessary, or is provided to Pacific Life, to process any request under this rider or otherwise to carry out the terms of the Contract. The Eligible Employer is responsible for sharing with Pacific Life information that is necessary for Pacific Life to administer the Contract in accordance with the terms of the TSA Plan and the Code, including information necessary for Pacific Life to satisfy any withholding or information reporting obligations that Pacific Life may have under the Code with respect to the Contract. Pacific Life shall rely upon the Eligible Employer's instructions in permitting Contributions to, permitting exchanges, and making distributions from the Contract in accordance with the terms of the TSA Plan. In the absence of representations, instructions or information from the Eligible Employer (in the form and manner required by Pacific Life) that Pacific Life deems necessary to administer the Contract in conformity with the TSA Plan and the Code, Pacific Life will administer the Contract in the manner Pacific Life deems appropriate to comply with the requirements of Code Section 403(b). Except to the extent otherwise provided by law or agreed to between Pacific Life and the Eligible Employer, Pacific Life shall share with the Eligible Employer information regarding the Contract that the Eligible Employer reasonably requests for purposes of ensuring adherence to the terms of the TSA Plan.

A. Definitions

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date - The first day of the first period for which an amount is received as an annuity under the Contract, as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

5.5.11

Applicable Designation Date - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

Code - The Internal Revenue Code of 1986, as amended.

Contract - The attached contract, policy or certificate issued by Pacific Life as a TSA.

Contributions - The purchase payments, premiums, rollovers or other contributions received by Pacific Life under the Contract.

Designated Beneficiary or DB - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

DB Election Date - The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date - December 31 of the calendar year next following the Owner's Year of Death.

Distribution Year - The calendar year for which an RMD is required. The First Distribution Year is the calendar year in which the Owner attains age 70 ½ (or, where applicable under Reg. § 1.401(a)(9)-5, Q&A-1(b), the calendar year in which the Owner retires or the calendar year next following the Owner's Year of Death). Each subsequent calendar year is also a Distribution Year.

Elective Deferral - An elective deferral under Reg. § 1.403(b)-2(b)(7) and Reg. § 1.402(g)(3)-1.

Eligible Employer - An employer that is eligible to sponsor a TSA under applicable Regulations interpreting Code Section 403(b), e.g., Reg. § 1.403(b)-2(b)(8).

ERISA - Employee Retirement Income Security Act of 1974, as amended.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Measuring Designated Beneficiary - The Designated Beneficiary as of the Applicable Designation Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract (taking into account any Separate Shares), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking into account any Separate Shares) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

Notice Date - The day on which Pacific Life receives, in a form satisfactory to Pacific Life, proof of death and instructions satisfactory to Pacific Life regarding payment of death benefit proceeds.

Owner or You - The Owner of the Contract.

Owner's Election Date - December 1 immediately preceding the Required Beginning Date.

Owner's Year of Death - The calendar year in which the Owner dies.

Primary Annuitant - The individual defined in Section D.1(c)(i) below.

QDRO - A qualified domestic relations order under Code Section 414(p).

Qualified J&S Election - An election under the survivor benefit rules that is described in Section B.6 below.

Qualified Plan - A tax-qualified retirement plan or arrangement under Code Section 401, 403 or 457.

Qualifying Distribution Period – A period of time defined in Section D.1(b)(i) below.

Regulation or Reg. - A regulation issued or proposed pursuant to the Code.

Required Beginning Date - April 1 of the calendar year following the calendar year in which the Owner reaches age 70 ½, or if later and appropriately allowed by the TSA Plan, April 1 of the calendar year following the calendar year in which the Owner retires from employment with the Eligible Employer maintaining the TSA Plan. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, Q&A-1, then the Annuity Start Date shall be treated as the Required Beginning Date in accordance with Reg. § 1.401(a)(9)-6, Q&A-10.

RMD - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth Contribution - A contribution that is a designated Roth contribution under Reg. § 1.403(b)-3(c).

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. §1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

Severance from Employment – Ceasing to be employed by the Eligible Employer that maintains the governing TSA Plan, as defined in Reg. § 1.403(b)-2(b)(19).

Spouse - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½ .

Spouse's Year of Death - The calendar year in which the Surviving Spouse dies.

Surviving Spouse - The surviving Spouse of a deceased Owner.

TSA - A tax-sheltered annuity contract under Code Section 403(b), including a custodial account, a retirement account or a life insurance contract that is treated as such an annuity contract under Code Section 403(b)(7) or 403(b)(9) or Reg. § 1.403(b)-2(b)(2).

TSA Plan - The Qualified Plan with terms that govern the Contract as a TSA under Code Section 403(b).

B. Tax-Sheltered Annuity Provisions

The Contract is subject to the requirements of Code Section 403(b) and the Regulations relating thereto, and therefore includes the following provisions:

1. Contract Purchased under a TSA Plan with Nonforfeitable Benefits. The Contract must be purchased under a TSA Plan. Pursuant to Reg. § 1.403(b)-3(a)(1), the Contract may not be purchased under a plan qualifying under Code Section 401(a) or 403(a) or an eligible governmental plan under Code Section 457(b). The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the benefit of such Owner and his or her beneficiaries.

2. Contract Benefits Not Transferable. No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person other than Pacific Life, except as permitted by (a) a federal tax lien, (b) an order under Code Section 401(a)(13)(C), or (c) Reg. § 1.403(b)-10(b) or (c) (e.g., in the case of a transfer or distribution pursuant to a QDRO, an intra-plan exchange or plan-to-plan transfer described in Section B.11 below, or a direct transfer to a governmental defined benefit plan pursuant to Code Section 403(b)(13) that is described in Section B.4(c) below).

3. Contributions. Except in the case of a rollover contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), Contributions must be made by the Owner or the Eligible Employer maintaining the TSA Plan or by means of an intra-plan exchange or plan-to-plan transfer described in Section B.11 below. All Contributions must be made in cash. If the Owner dies before the entire interest under the Contract has been distributed, additional Contributions shall not be allowed into the Contract to the extent prohibited by published IRS guidance, e.g., excluding (and allowing in) any rollover or transfer that qualifies under Reg. § 1.403(b)-10(d). Contributions to the Contract shall be transferred to Pacific Life within a reasonable period, within the meaning of Reg. § 1.403(b)-8(b), and an Elective Deferral may be contributed up to 15 business days following the month in which such an amount would otherwise have been paid to the Owner. If the Contract is maintained pursuant to a TSA Plan, the Eligible Employer shall have the sole responsibility for determining whether any Contribution satisfies the applicable income tax requirements; otherwise, the Owner shall have such sole responsibility.

   (a) Elective Deferrals and Their Limits. Pursuant to Code Sections 403(b)(1)(E) and 401(a)(30) and Reg. § 1.403(b)-3(a)(4) and -4(c), any Elective Deferrals (including those contributed to the Contract and any other Elective Deferrals for the Owner under the TSA Plan and under all other plans, contracts and arrangements that are referred to in Reg. § 1.403(b)-3(a)(4) and maintained by the Eligible Employer that maintains the TSA Plan), may not exceed the limits of Code Section 402(g), except as permitted by Code Section 414(u) (for certain veterans' rights) or by Code Section 414(v) (for a participant age 50 or over by end of the participant's tax year). If Elective Deferrals exceed this limit, Pacific Life may distribute amounts equal to such excess (including any income allocable thereto) to the Owner as permitted by Reg. § 1.403(b)-4(f)(4). If not so distributed, such excess amounts (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). Contributions of Elective Deferrals into the Contract may be suspended for a period of up to six months after an Owner receives a hardship distribution allowable under Reg. § 1.403(b)-6(d).

   (b) Combined Contributions and Their Limits. Pursuant to Code Sections 403(b)(1) and 415(a)(2) and Reg. § 1.403(b)-3(a)(9) and -4(b), total Contributions into the Contract (including Elective Deferrals) may not exceed certain limits under Code Section 415. Any Elective Deferrals or other Contributions that exceed any applicable limits may not be excludable from gross income. Such excess Contributions (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section

402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). The Code Section 415 limits do not apply in the case of a rollover contribution under Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), a nontaxable transfer from another contract qualifying under Code Section 403(b) or from a custodial account qualifying under Code Section 403(b)(7), or any Contribution allowed by Code Section 414(u).

(c) Separate Accounting. Pursuant to Reg. § 1.403(b)-3(b)(2) and -6(d)(3), separate accounting shall be maintained under the Contract for: (i) any Elective Deferrals; (ii) any after-tax employee contributions; (iii) any other amounts that are transferred into the Contract from any Code Section 403(b)(7) custodial account, (iv) any undistributed excess contributions or RMD(s); (v) any eligible rollover distribution accepted into the Contract pursuant to Reg. § 1.403(b)-10(d); (vi) any unvested contributions pursuant to Reg. § 1.403(b)-3(d)(2)(ii); (vii) any contributions eligible for permissive withdrawal under Code Section 414(w)(2); and (viii) other Contributions and amounts added to the Contract values. Separate accounting maintained under the Contract shall include any amounts for earnings, gains or losses with respect to each of the above separately accounted-for categories.

(d) Other Contribution Provisions. Contributions by an Eligible Employer for an Owner who is a former employee thereof shall be accepted under this Contract (i) for a period of five tax years following the tax year in which the employee was terminated by the Eligible Employer in accordance with the Reg. § 1.403(b)-4(d), (ii) pursuant to Reg. § 1.415(c)-2(e)(3)(i) relating to certain compensation paid by the later of 2½ months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, or (iii) that are attributable to compensation described in Reg. § 1.415(c)-2(e)(4), § 1.415(c)-2(g)(4) or § 1.415(c)-2(g)(7) relating to compensation paid to participants who are permanently and totally disabled, or (iv) relating to qualified military service under Code Section 414(u).

4. Distribution Restrictions.

(a) Distribution of Elective Deferrals. Pursuant to Code Section 403(b)(11) and Reg. § 1.403(b)-6, distributions (other than to correct excess Contributions, or upon termination of the TSA Plan) that are attributable to Elective Deferrals may be made only when the Owner attains age 59½, has a Severance from Employment, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), incurs a hardship, is eligible for a qualified reservist distribution to which Code Section 72(t)(2)(G) applies, or is eligible for permissive withdrawal under Code Section 414(w)(2). Any such distribution made due to a hardship is limited to the Owner 's Elective Deferrals (excluding any income thereon) reduced by the aggregate prior distributions to the Owner from the Contract.

(b) Other Distributions Not Attributable to Elective Deferrals. Other distributions not attributable to Elective Deferrals but attributable to other amounts that have been held in a Code Section 403(b)(7) custodial account are generally subject to corresponding restrictions, except that no distribution for hardship is allowable under Reg. § 1.403(b)-6(c). Otherwise, distributions from the Contract generally are not permitted prior to the Owner's Severance from Employment or some other event allowed by Reg. § 1.403(b)-6(b), except to the extent that such a distribution is attributable to either (i) after-tax employee contributions or earnings thereon, or (ii) amounts separately accounted for an eligible rollover distribution pursuant to Reg. § 1.403(b)-6(i) and -10(d).

(c) Purchase of Permissive Service Credit. Pursuant to Code Section 403(b)(13), any amounts held under this Contract may be transferred at the Owner 's direction in a direct transfer from the Contract to a defined benefit governmental plan under Code Section 414(d) in accordance with Reg. § 1.403(b)-10(b)(4).

(d) Certain Mandatory Distributions. Pursuant to Code Sections 403(b)(10) and 401(a)(31)(B), if the distributee of any mandatory distribution that is described in Code Section

401(a)(31)(B)(ii) and that exceeds $1,000 does not elect to have such distribution paid either to such distributee or in a direct transfer to an eligible retirement plan pursuant to Code Section 401(a)(31)(A), such distribution shall be paid in a direct transfer to an individual retirement plan designated by the Eligible Employer sponsoring the governing TSA Plan (or by another fiduciary thereunder), and the distributee shall be notified in writing about such transfer and that such distribution may be transferred to another individual retirement plan, in accordance with Code Section 401(a)(31) and Reg. § 1.403(b)-7(b)(5) (and to the extent required thereby).

5. Rollover Distributions. Despite any provision of a governing TSA Plan to the contrary that would otherwise limit a distributee's election under this Section B.5, pursuant to Code Sections 403(b)(10) and 401(a)(31) and Reg. § 1.403(b)-7(b) a distributee may elect, at the time and in the manner prescribed by Pacific Life (and, where applicable, by the Eligible Employer), to have any portion of an eligible rollover distribution (within the meaning of Code Section 402(f)(2)(A)) paid directly to an eligible retirement plan described in Code Section 401(a)(31)(E) that is specified by the distributee, by means of a direct transfer or direct rollover. Pacific Life may establish reasonable administration rules applicable to such direct rollovers or direct transfers.

6. Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d) (e.g., where the TSA Plan is subject to ERISA Title I section 205), if the Owner is married at the Annuity Start Date, payments shall be made in the form of a Joint and 50% Survivor Annuity, with the Owner's Spouse as the Joint Annuitant, unless an optional form of benefit is selected in accordance with this Section B.6. Under this Joint and 50% Survivor Annuity form, payments shall be made during the lifetime of the Owner and, following the Owner's death, payments equal to 50% of the joint payment amount shall continue to such Spouse for life. In addition, the benefits under such a Contract are provided in accordance with the applicable consent, present value and other requirements of Code Sections 401(a)(11) and 417 and Reg. § 1.417(e)-1(e) and the rules in Reg. § 1.401(a)-20, Q&A-25 (for participants who are unmarried or who have a change in marital status and for surviving spouses).

   (a) The Owner may choose (without the consent of any other person) an alternative amount of the payment continuing to the Surviving Spouse from the joint and survivor annuity options available under the Contract, provided that the amount of each payment to the Surviving Spouse under such option shall be not less than 50%, nor greater than 100%, of the periodic annuity benefit amount paid to the Owner, in accordance with Code Section 417(b).

   (b) In addition to the joint and survivor annuity options described in Section B.6(a) above, as of the Annuity Start Date the Owner can elect any other optional form of payment that is available under the Contract, provided that both of the following conditions are satisfied:

      (i) In accordance with Code Section 417 and Reg. § 1.401(a)-20, Q&A-31, the Owner files a Qualified J&S Election with Pacific Life within the 180-day period ending on such date, as follows (after receiving a written explanation thereof, including the revocability of such an election during such period, from a Qualified Plan representative):

         (1) In the case of an Owner who is married at the time of election, a Qualified J&S Election is made by (A) a written statement by the Owner waiving the joint and survivor annuity options described above in this Section B.6 and specifying the form of benefit and the beneficiary designation(s) desired, and (B) a written statement from the Owner's Spouse consenting to such election. Neither the form of benefit nor any beneficiary designation selected in such a Qualified J&S Election can be changed without spousal consent, unless such Spouse consents in writing to future designations by the Owner without such spousal consent. Any such written spousal consent must acknowledge the election's effect and be witnessed by a notary public or Qualified Plan representative. If it is established to the satisfaction of a Qualified Plan representative that such Spouse's consent

5.5.16

cannot be obtained because such Spouse cannot be located or because of other circumstances allowed by Regulations, the Owner's election can still be deemed to be a Qualified J&S Election; or

(2) In the case of an Owner who is not married at the time of election, a Qualified J&S Election is made by a written statement by the Owner to a Qualified Plan representative attesting to the fact that he or she is not married and specifying the optional form of payment and beneficiary designation(s) desired.

(ii) The option selected satisfies any applicable requirements of Section B.8 below.

7. Survivor Benefits for Plans Subject to Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d), if an Owner is married upon the Owner's death, then the deceased Owner's interest in the Contract is subject to the provisions of the next paragraph (a) (in addition to Section B.9 below), unless such Spouse is deemed to have consented to a less favorable disposition of such interest in accordance with the next paragraph (b).

(a) The Surviving Spouse shall be treated as the sole beneficiary of the following portion of the deceased Owner's interest in the Contract, and may apply any part (or all) of such beneficial interest to provide an annuity that satisfies any applicable requirements of Section B.9 below and Reg. § 1.401(a)-20 (e.g., Q&A-20 and Q&A-22):

(i) The Surviving Spouse shall be treated as the sole beneficiary of such Owner's interest in the Contract if no other beneficiary is entitled to any portion of such interest as of such Owner's death, or

(ii) If some other beneficiary is entitled to any portion of such Owner's interest in the Contract as of such Owner's death, then the Surviving Spouse shall be treated as the sole beneficiary of at least 50% of the nonforfeitable account balance of the Contract as of such Owner's death, in accordance with Code Section 417(c), and all of such Surviving Spouse's beneficial interest shall be treated as a Separate Share.

(b) The Surviving Spouse shall be deemed to have consented to a less favorable disposition of the deceased Owner's interest in the Contract than that provided under the immediately preceding paragraph (a), if in accordance with Code Section 417(a)(2) either:

(i) Such Spouse (or such Spouse's legal representative) has consented to such a disposition and acknowledged its effect in a written statement witnessed by a notary public or a Qualified Plan representative, or

(ii) It is established to the satisfaction of a Qualified Plan representative that such consent cannot be obtained because such Spouse cannot be located or does not exist or because of other circumstances allowed by Regulations.

(c) Subject to such deemed spousal consent, the Owner may provide for any disposition of such Owner's interest in the Contract that is different from that in the immediately preceding paragraph (a) by a revocable election that (i) specifies the form of benefit and the beneficiary designation(s) desired and (ii) otherwise qualifies under Code Section 417, after receiving a written explanation thereof from a Qualified Plan representative. An Owner that makes such a revocable election also shall have the option of selecting a qualified optional survivor annuity in accordance with Code Section 417(a)(1)(A)(ii).

8. Required Minimum Distributions (RMDs). The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental benefit rules of Code Sections 401(a)(9) and 403(b)(10) and the Regulations relating thereto (e.g., Reg. § 1.403(b)-6), as well as any applicable survivor benefit rules referred to above in Section B.6 or B.7, and shall be

5.5.17

administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions in Part C below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.8 shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):

(a) The entire interest under the Contract shall be distributed:

(i) No later than the Required Beginning Date, or

(ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).

(b) RMDs shall be made in accordance with the Regulations under Code Section 401(a)(9) and related Code provisions. Accordingly:

(i) If the Owner has not elected otherwise in writing to Pacific Life by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a), the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the Owner's account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, § 1.403(b)-6(e)(2) and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -

(1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9, Q&A-2, in accordance with Reg. § 1.401(a)(9)-5, Q&A-4(a), or

(2) If the Owner's Spouse is treated as the sole Designated Beneficiary for the Contract (taking Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, Q&A-4(b), the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such Spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. However, the Owner may arrange to have any portion (or all) of such RMD distributed from another TSA owned by such Owner (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7). If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

(ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to Pacific Life), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract that qualifies under Code Section 401(a)(9) (and is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:

(1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity option elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.

(2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).

(3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3(a) and Q&A-10(b).

(4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.

(c) The Owner or any Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this rider and any applicable tax requirements.

(d) Any current death benefit protection amount (in excess of the current account balance amount), or any disability, health or accident benefit amount, that is provided by the Contract shall not exceed the amount permitted either by the incidental benefit rules in Reg. § 1.403(b)-6(g) or -8(c) or by the TSA Plan.

9. RMDs upon Owner's Death. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section B.9 or Code Section 401(a)(9) shall not be permitted.

(a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., before the Required Beginning Date), the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 9(c) or (d) below applies.

(b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., on or after the Required Beginning Date) but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraphs (9)(c) and (d) do not apply), then the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For this purpose, the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.

(c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking Separate Shares into account) as of the Applicable Designation Date, then -

(i) If no irrevocable written election to the contrary has been filed with Pacific Life by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section 8 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death –

(1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and

(2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section 9 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Spouse's interest in the Contract distributed from another TSA formerly owned by the deceased Owner for which such Spouse is also a designated beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7).

(ii) The Surviving Spouse may make an irrevocable election in writing with Pacific Life by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:

(1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or

(2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(c)(i) above.

(d) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract, then –

(i) To the extent that no irrevocable written election to the contrary has been filed with Pacific Life by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting no later than the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account

balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For these purposes -

(1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and

(2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another TSA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7).

(ii) Any such Designated Beneficiary may make an irrevocable election in writing with Pacific Life by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:

(1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or

(2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(d)(i) above.

(e) Any amounts payable to a minor child of the Owner shall be treated as if they are payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.

(f) Unless the Owner has provided to the contrary in writing to Pacific Life (e.g., by selecting an annuity option that is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to Pacific Life, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).

10. Annual Reports. Pacific Life shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

11. Tax-Free Exchanges. Tax-free exchanges within the Section 403(b) Plan and plan-to-plan transfers involving the Contract shall be allowed prior to the Annuity Start Date, to the extent permitted by Reg. § 1.403(b)-10(b).

C. Tax Qualification and ERISA Provisions

This rider is intended to qualify the Contract as a TSA under Code Section 403(b) for federal tax purposes, and to satisfy the applicable requirements of Code Section 403(b) and any Regulations relating thereto. To achieve these purposes, the provisions of this rider and the Contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract is subject to separate accounting rules, subdivision or severance to maintain such a tax qualification of the Contract to the maximum extent possible, e.g., under Reg. § 1.403(b)-3(b)(2), -3(d), -4(f), -6 or -10(d). Pacific Life reserves the right to amend this rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life also reserves the right to amend this Contract from time to time in order to meet any requirements that may apply to it under ERISA. Pacific Life will send you a copy of any such amendment.

D. Tax Treatment and Provisions for Any Nonqualified Portion

To the extent that (and so long as) any portion (or all) of the Contract is finally determined by the appropriate authorities or parties to the Contract to not qualify as part of a TSA arrangement, such portion nevertheless shall be treated as a separate contract that qualifies as an annuity contract for federal tax purposes, and shall be subject to the provisions of this Part D, except to the extent that any of these Part D provisions are specifically overridden by some other endorsement or rider to the Contract. Absent such an override, any such separate annuity contract shall be subject to the following provisions in this Part D to maintain its annuity tax qualification:

1. Required Distributions Before or After the Annuity Start Date

   (a) Death of Owner or Primary Annuitant, or Change of Primary Annuitant. Subject to the alternative election, spouse beneficiary and interpretative provisions in subsection (b) or (c) immediately below, or in the tax qualification provisions in Section D.2 below,

      (i) If any Owner dies on or after the Annuity Start Date and before the entire interest in this contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;

      (ii) If any Owner dies before the Annuity Start Date, the entire interest in this contract shall be distributed within 5 years after such death;

      (iii) If the Owner is not an individual, then for purposes of the immediately preceding subparagraph (i) or (ii), (1) the Primary Annuitant (see subparagraph (c)(i) below) under this contract shall be treated as the Owner, and (2) any change in the Primary Annuitant allowed by this contract shall be treated as the death of the Owner; and

      (iv) Any postponement of the Annuity Start Date, if allowed by this contract, may not be postponed beyond the Primary Annuitant's attaining age 95, without Pacific Life's written consent.

   (b) Alternative Election and Spousal Beneficiary Provisions That Satisfy Distribution Requirements. Subject to any restrictions imposed by any Regulations or other published guidance from the IRS interpreting Code Section 72(s):

5.5.22

(i) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of an individual designated as a beneficiary by an Owner, and such beneficiary elects after such death to have such portion distributed over a Qualifying Distribution Period (described herein) that is allowed by this contract upon such death, then for purposes of satisfying the requirements of subparagraph (a)(i) or (a)(ii) immediately above, such portion shall be treated as distributed entirely on the date such periodic distributions begin. A Qualifying Distribution Period is a period that (1) does not extend beyond such beneficiary's life (or life expectancy) and (2) starts within one year after such death.

(ii) Such a designated beneficiary includes any individual joint Owner or successor Owner who becomes entitled to any portion of such an interest upon an Owner's death, or any other individual who controls the use of the cash value of such a portion upon an Owner's death. Any designated beneficiary may elect any settlement or other distribution option that is allowed by this contract upon an Owner's death if the option is for a Qualifying Distribution Period. In determining which distribution options can qualify for such a Qualifying Distribution Period, Pacific Life may treat any contract amount that is payable upon an Owner's death to a trust (or other entity) for the benefit of an individual beneficiary as an interest (or portion thereof) that is payable for the benefit of such a designated beneficiary under this subsection (b), where such individual beneficiary certifies to Pacific Life that he or she (1) is treated as the tax owner of such a trust amount for federal income tax purposes (e.g., under Code Sections 671-678) and (2) can compel its distribution to himself or herself from such trust.

(iii) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of such Owner's surviving spouse (e.g., as a result of such spouse being a joint Owner), then such spouse shall be treated as the Owner with respect to such portion for purposes of the requirements of subsection (a). Where such spouse is the sole designated beneficiary of this contract upon such Owner's death, such spouse may elect to continue this contract as the Owner, and Pacific Life may treat such spouse as the annuitant if such deceased Owner was the annuitant and no other surviving annuitant has been designated.

(c) Interpretative Provisions. Subject to any contrary provisions in any Regulations or other published guidance from the IRS interpreting Code Section 72(s):

(i) The Primary Annuitant means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract, as defined in Code Section 72(s)(6)(B) (and any Regulations relating thereto).

(ii) Pacific Life will treat any holder of the contract as its Owner for purposes of subsection (a) or (b) immediately above where necessary or appropriate.

2. Tax Qualification. This contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy the applicable requirements of Code Section 72(s). To achieve these purposes, the provisions of this contract (including this rider and any other endorsement or rider to the contract that does not specifically override these Section 72(s) tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under this contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. Pacific Life reserves the right to amend this rider or the contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform this contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). Pacific Life will send you a copy of any such amendment.

E. Termination of Rider

This rider will end on the earlier of the following:

1. When Pacific Life receive a request to terminate this rider that is in a form satisfactory to Pacific Life, or

2. When the Contract terminates.

All other terms and conditions of the Contract remain unchanged.

Jane M. Guon

Secretary

5.5.24

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, California 92660
Contract Owners: 1-800-800-9534

NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

  For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

  - Life Insurance
    80% of death benefits but not to exceed $300,000
    80% of cash surrender or withdrawal values but not to exceed $100,000

  - Annuities and Structured Settlement Annuities
    80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000

  The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

5.5.25

- Health Insurance

  The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is $470,125. This amount will increase or decrease based upon changes in the health care cost component of the 'consumer price index to the date on which an insurer becomes an insolvent insurer.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy. .

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care' service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care 'benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract *I*
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org. or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

5.5.26



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660

IMPORTANT NOTICE

WE ARE REQUIRED BY STATE LAW TO PROVIDE YOU WITH THE FOLLOWING INFORMATION.

AT PACIFIC LIFE, WE ALWAYS STRIVE TO PROVIDE OUR POLICYOWNERS WITH THE BEST PRODUCTS AND SERVICES. SHOULD YOU HAVE A PROBLEM, YOUR LOCAL AGENT AND AGENCY WILL BE GLAD TO HELP YOU.

HOWEVER, YOU MAY ALSO CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE IF THE CONTACTS BETWEEN YOU AND OUR COMPANY OR OUR AGENT HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM.

PACIFIC LIFE INSURANCE COMPANY
P.O. Box 84307
LINCOLN, NEBRASKA 68501-4307
TOLL-FREE NUMBER: (between 6:00 a.m. and 5:00 p.m., Pacific Time) 1-800-800-9534

OR

CALIFORNIA DEPARTMENT OF INSURANCE
CONSUMER AFFAIRS DIVISION
300 SOUTH SPRING STREET SOUTH TOWER
LOS ANGELES, CA 90013

CALIFORNIA ONLY (800) 927-HELP(4357)
OUTSIDE CALIFORNIA: (213) 736-3582

5,5.28

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:
Temporary Athletic Team Coaches

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Ryan Davis
Director of Human Services

ENCLOSURES:
Yes (3)

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:

BACKGROUND:

Title V, California Code of Regulations, Section 5594, requires by April 1st of each year, local governing school boards shall certify to the State Board of Education that the provisions of Section 5593 and 5594 (certification of temporary coaches) have been met. The District has a program in place to certify that coaches have met these requirements. This item is normally brought in March of each school year but was inadvertently missed and is therefore being brought at this time.

RECOMMENDATION:

Administration recommends the Board of Trustees certify that the provisions of Sections 5593 and 5594 regarding temporary coaches for the 2011-2012 school year have been met.

Western Placer Unified School District

CERTIFICATION OF TEMPORARY ATHLETIC TEAM COACHES
2011-2012 SCHOOL YEAR

TO: STATE BOARD OF EDUCATION

Title 5, California Code of Regulations, Section 5594, requires by April 1 of each year that each local governing school board certify to the State Board of Education that the provisions of Section 5593 have been met.

LOCAL SCHOOL BOARD CERTIFICATION:

I hereby certify that Western Placer Unified School District has met the conditions as set forth in Title 5, Sections 5593 and 5594.

_____
President, Board of Trustees
Western Placer Unified School District

_____
Date

Return to: State Board of Education
Department of Education
1430 N Street
Sacramento, CA 95814

5.6.1

Title 5

Code of Regulations, Title 5

Temporary Athletic Team Coach Qualifications and Competencies.

T5 5593

This section applies to any person serving at any grade level as a temporary athletic team coach.

(a) The district shall determine whether a temporary athletic team coach is knowledgeable and competent in the areas of:

(1) Care and prevention of athletic injuries, basic first aid and emergency procedures;

(2) Coaching techniques;

(3) Rules and regulations in the athletic activity being coached; and

(4) Child or adolescent psychology, whichever is appropriate to the grade level of the involved sports activity.

(b) The district shall establish a temporary athletic team coach's qualifications in each of the below specified four competency areas.

(1) Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures as evidenced by one or more of the following:

(A) Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card; or

(B) A valid sports injury certificate or first aid card, and a valid cardiopulmonary resuscitation CPR card; or

(C) A valid Emergency Medical Technician (EMT) I or II card; or

(D) A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA); or

(E) The person has had practical experience under the supervision of an athletic coach or trainer, or has assisted in team athletic training and conditioning, and has both valid CPR and first aid cards.

(2) Coaching theory and techniques in the sport or game being coached, as evidenced by one or more of the following:

(A) Completion of a college course in coaching theory and techniques; or

(B) Completion of in-service programs arranged by a school district or a county office of education; or

(C) Prior service as a student coach or assistant athletic coach in the sport or game being coached; or

(D) Prior coaching in community youth athletic programs in the sport to be coached; or

(E) Prior participation in organized competitive athletics at high school level or above in the sport to be coached.

(3) Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules and, at the high school level, regulations of the CIF.

(4) Knowledge of child or adolescent psychology as it relates to sports participation as evidenced by one or more of the following:

(A) Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions; or

(B) Completion of a seminar or workshop on human growth and development of youth; or

(C) Prior active involvement with youth in a school or community sports program.

(c) The school district superintendent may waive compliance with any one or more of the competencies described in subsection (a) provided that the person is enrolled in a program leading to acquisition of a competency. Until the competencies are met, the prospective coach shall serve under the immediate supervision of a fully qualified temporary athletic team coach.

Authority cited:
Education Code 33031
Education Code 35179.5

Reference:
Education Code 33352
Education Code 35179.5

(Added by Register 88, No. 46.)

Title 5

Code of Regulations, Title 5

Local Board Certification of Athletic Coaches.

T5 5594

At the first regular board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the district superintendent shall certify to the local board of trustees that the provisions in Section 5593 have been met. The board shall, by April 1 of each year, certify to the State Board of Education that the provisions of Section 5593 have been met. Said certification form shall be prescribed by the State Department of Education.

Authority cited:
Education Code 33031
Education Code 35179.5

Reference:
Education Code 35179.5(b)

(Added by Register 88, No. 46.)

INFORMATION

DISCUSSION

ACTION

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:
Adoption of Resolution No. 11/12.17 regarding work year Reduction for Senior/Classified Management Employees and Authorization for required notice.

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent &
Ryan Davis
Director of Human Services

ENCLOSURES:

Resolution No. 11/12.17

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund Savings

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
Yes

BACKGROUND:

In order to help mitigate the anticipated budget shortfall that the District is facing, the District Administration is recommending reducing the work year for Senior Management and Classified Management employees by Eight (8) days for the 2012-2013 school year and their compensation would be reduced accordingly thus resulting in a financial savings to the District. The work years of Certificated Administrators and WPTA bargaining unit members have been addressed in other Agenda items at a previous Board meeting. The work year of Confidential Employees is addressed through another agenda item at this meeting.

RECOMMENDATION:

Administration recommends the Board of Trustees adopt Resolution No. 11/12.17.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11/12.17
RESOLUTION REGARDING REDUCTION OF SENIOR MANAGEMENT/ CLASSIFIED MANAGEMENT 2012-2013 WORK YEAR

WHEREAS, due to the fiscal crisis, the Western Placer Unified School District must reduce its budget dramatically in the 2012-2013 school year; and

WHEREAS, the following positions were regulary assigned the following number of work days as of the 2010-2011 school year:

Position	Workdays
Director of Technology	260
Director of Maintenance & Operations	260
Food Services Director	260
Director of Business Services	260
Coordinator of Education & Business Technology	260
Occupational Therapist	200
Behavior Anaylist (vacant)	200
Transportation Director	260
After School Coordinator	210
Transition Specialist	200
Workability Coordinator	210
Assistant Superintendent of Business Services	260

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NOW, THEREFORE, BE IT RESOLVED THAT the Governing Board of the Western Placer Unified School District hereby determines that the work year of the above-listed positions shall be reduced by eight (8) work days for the 2012-2013 school year; and

BE IT FURTHER RESOLVED THAT the Superintendent or designee is directed before May 15, 2012, to send a written notice to each of the employees currently occupying the above-listed positions, stating that his/her work year will be reduced by eight (8) days from the number of work days scheduled in the 2010-2011 school year and the associated salary will be decreased by the proportionate amount; and

BE IT FURTHER RESOLVED THAT said notice shall be personally delivered to each and for which each shall sign indicating receipt, and which shall notify each of the above-referenced reduction in work year and pay.

8.1.1

ADOPTED by the Governing Board of the Western Placer Unified School District on April 17, 2012, by the following vote:

AYES:

NOES:

ABSENT:

President
Board of Trustees
Western Placer Unified School District

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Western Placer Unified School District, County of Placer, on the date shown above.

Clerk
Board of Trustees
Western Placer Unified School District

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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 Resolution No. 11/12.18 regarding work year Reduction for Classified Confidential Employees and authorization for required notice.

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent &
Ryan Davis
Director of Human Services

ENCLOSURES:
Resolution No. 11/12.18

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund Savings

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
Yes

BACKGROUND:

In order to help mitigate the anticipated budget shortfall that the District is facing, the District Administration is recommending reducing the work year for Classified Confidential employees by Eight (8) days for the 2012-2013 school year and their compensation would be reduced accordingly thus resulting in a financial savings to the District. The work years of Certificated Administrators, Classified Management Employees, and WPTA bargaining unit members have been addressed in other Agenda items before the Board.

RECOMMENDATION:

Administration recommends the Board of Trustees adopt Resolution No. 11/12.18.

8.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11/12.18
RESOLUTION REGARDING REDUCTION OF CLASSIFIED/CONFIDENTIAL EMPLOYEE 2012-2013 WORK YEAR

WHEREAS, due to the fiscal crisis, the Western Placer Unified School District must reduce its budget dramatically in the 2012-2013 school year; and

WHEREAS, the following positions were previously assigned the following number of work days as of the 2010-2011 school year:

Position	Workdays
Budget Technician	260
Secretary to the Superintendent	260
Personnel Accounting Technician	260
Business Administrative Assistant	260
Educational Services Administrative Assistant	260
Payroll Technician	260
Acct. Technician II	260
Acct. Technician I	260

NOW, THEREFORE, BE IT RESOLVED THAT the Governing Board of the Western Placer Unified School District hereby determines that the work year of the above-listed positions shall be reduced "furloughed" by eight (8) work days for the 2012-2013 school year; and

BE IT FURTHER RESOLVED THAT the Superintendent or designee is directed before May 15, 2012, to send a written notice to each of the employees currently occupying the above-listed positions, stating that his/her work year will be reduced by eight (8) days from the number of work days scheduled in the 2010-2011 school year and the associated salary will be decreased by the proportionate amount; and

BE IT FURTHER RESOLVED THAT said notice shall be personally delivered to each and for which each shall sign indicating receipt, and which shall notify each of the above-referenced reduction in work year and pay.

DRAFT

8.2.1

ADOPTED by the Governing Board of the Western Placer Unified School District on April 17, 2012, by the following vote:

AYES:

NOES:

ABSENT:

_____

President
Board of Trustees
Western Placer Unified School District

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Western Placer Unified School District, County of Placer, on the date shown above.

_____

Clerk
Board of Trustees
Western Placer Unified School District

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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:
Consider Approving Resolution No. 11/12.19, Authorizing the Elimination and/or reduction of Certain Classified Employee Positions Due to Lack of Work/Lack of Funds.

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Ryan Davis
Director of Human Services

ENCLOSURES:
Resolution No. 11/12.19

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical Savings

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 11/12.19. These positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code.

RECOMMENDATION:

Approve Resolution No. 11/12.19, Authorizing the Elimination and/or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11/12.19

RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO LACK OF WORK/LACK OF FUNDS

WHEREAS, Education Code §45117, District Policy and the collective bargaining agreement between the Western Placer Unified School District and the California School Employees Association permit the Governing Board to reduce the number of classified positions for lack of work or lack of funds;

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce the following positions in the District not later than June 30, 2012, due to lack of work/lack of funds:

A. Eliminate One (1) 4.5 hour Instructional Aide position (Glen Edwards Middle School).

B. Eliminate One (1) 4.75 hour Instructional Aide position (Glen Edwards Middle School).

C. Eliminate One (1) 2.5 hour Instructional Aide position (First Street Elementary).

D. Eliminate One (1) 5 hour Instructional Aide-Bilingual position (First Street Elementary).

E. Eliminate One (1) 3.5 hour Computer Lab Technician position (Creekside Oaks Elementary).

F. Eliminate Seven (7) 3 hour Intervention Service Provider positions (Various Sites).

G. Eliminate Five (5) 3.5 hour Intervention Service Provider positions (Various Sites).

H. Eliminate One (1) 3.75 hour Intervention Service Provider position (Lincoln Crossing Elementary).

I. Eliminate One (1) 4.66 hour Campus Monitor position (Glen Edwards Middle School).

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8.3.1

J. Eliminate One (1) 1.66 hour Adult School Account Clerk position.

K. Eliminate Four (4) 4 hour School Office Clerk II positions (as newly reclassified) (Various Sites).

L. Eliminate Two (2) 3.5 hour School Office Clerk II positions (as newly reclassified) (Various Sites).

M. Eliminate one (1) 8 hour School Office Clerk II position (as newly reclassified) (Twelve Bridges Middle School).

N. Eliminate One (1) Coordinator of Educational and Business Technology position and create one (1) 8 hour District and Site Technology Support Technician position (Technology Department).

O. Reduce One (1) 8 hour Account Technician I position (Classified/Confidential) to a 4 hour Account Technician I position (Business Department).

P. Reduce one (1) 3.5 hour School Office Clerk II position (as newly reclassified) to a 2 hour School Office Clerk II position (Creekside Oaks Elementary).

Q. Reduce One (1) 8 hour Alternative Education Secretary position to a 6.75 hour Alternative Education Secretary position (Phoenix High School).

R. Reduce One (1) 4 hour Campus Cafeteria Supervisor position to a 2 hour Campus Cafeteria Supervisor position (Sheridan Elementary).

S. Reduce Two (2) 2 hour Campus Cafeteria Supervisor positions to two (2) 1.75 hour Campus Cafeteria Supervisor positions and create one (1) additional 1.5 hour Campus Cafeteria Supervisor position (Foskett Ranch Elementary).

T. Reduce One (1) 2 hour Campus Cafeteria Supervisor position to a 1.5 hour Campus Cafeteria Supervisor position (Foskett Ranch Elementary).

U. Reduce Two (2) 30 minute after school Campus Cafeteria Supervisor positions to two (2) 20 Minute after school Campus Cafeteria Supervisor positions (Foskett Ranch Elementary).

V. Reduce One (1) 1.5 hour after school/before school Campus Cafeteria Supervisor position to a 1 hour after school/before school Campus Cafeteria Supervisor position (Creekside Oaks Elementary).

W. Reduce Four (4) 2 hour Campus Cafeteria Supervisor positions to four (4) 1.75 hour Campus Cafeteria Supervisor positions (Creekside Oaks Elementary).

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X. Reduce One (1) 5 hour Instructional Aide-Bilingual position to a 2.75 hour Instructional Aide-Bilingual position (Phoenix High School).

Y. Reduce Four (4) 8 hour Library Technician positions to four (4) 6 hour Library Technician positions (LCE, CCC, FSS, COES).

Z. Reduce Two (2) 8 hour Library Technician positions to two (2) 7.5 hour Library Technician positions (GEMS, TBMS).

AA. Reduce One (1) 7 hour Instructional Aide- Special Education position to a 5.66 hour Instructional Aide- Special Education position (Lincoln High School).

BB. Eliminate Alternative Learning Center Supervisor position (Vacant/Position no longer utilized).

CC. Eliminate Copier Clerk position (Vacant/Position no longer utilized).

DD. Eliminate Library Aide position (Vacant/Position no longer utilized).

EE. Eliminate Health Aide position (Vacant/Position no longer utilized).

FF. Eliminate Assistant Maintenance Worker position (Vacant/Position no longer utilized).

GG. Eliminate Systems Administrator position (Vacant/Position no longer utilized).

HH. Eliminate Technology Support Tech Assistant position (Vacant/Position no longer utilized).

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NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on June 30, 2012, the above-referenced classified positions shall be eliminated or have their hours reduced accordingly.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to District rules and regulations and applicable provisions of Education Code not later than forty-five (45) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Western Placer Unified School District on April ___, 2012, by the following vote:

AYES:

NOES:

ABSENT:

_____
President
Board of Trustees
Western Placer Unified School District

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Western Placer Unified School District, County of Placer, on the date shown above.

_____
Clerk
Board of Trustees
Western Placer Unified School District

DRAFT

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 Memorandum of Understanding With CSEA regarding Budget Reductions Including Furlough Days and Other items.

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent &
Ryan Davis
Director of Human Services

ENCLOSURES:

MOU Dated 4/5/12

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund Savings

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the California School Employees Association Chapter #741 have signed a Memorandum of Understanding regarding furlough days, salary, step movement, longevity, overtime, and other items for the 2012/2013 school year. This MOU will greatly assist the District with achieving its required budget reductions for the 2012-2013 school year while saving several positions and programs.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Memorandum of Understanding between the Western Placer Unified School District and the California School Employees Association.

8.4

MEMORANDUM OF UNDERSTANDING
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER # 741

April 5, 2012

INTRODUCTION

On February 21 and 23, 2012, March 8, 19 and 23, 2012, and April 4, 2012 the representatives of Western Placer Unified School District ("District") and the California School Employees Association Chapter # 741 ("CSEA") met and negotiated with regard to the need for reducing the District's budget for the 2012-2013 fiscal year. Both parties understand and agree that there is a financial need to create savings in the budget of the Western Placer Unified School District so that it retains a positive ending balance and meets statutory requirements in 2012-2013, 2013-2014, and 2014-2015. In the interest of promoting harmonious labor relations between the parties and to avoid uncertainty and inconvenience, CSEA and the District, agree as follows:

1. For the fiscal year 2012-2013, CSEA bargaining unit members shall take eight (8) unpaid, non-work "furlough" days. Furlough days shall be taken in the following manner:
    a. All CSEA unit members will receive eight (8) unpaid furlough days for the 2012-2013 school year. Each employee's pay shall be reduced accordingly to reflect the eight (8) furlough day reduction.

    b. Five (5) of the furlough days will be taken on instructional days (June 3, 4, 5, 6 and 7, 2013) and one (1) of the three (3) remaining furlough days will be taken on a non-ADA day (August 17, 2012). The remaining two (2) furlough days will be served in accordance with paragraphs 1(c) and 1(d) below depending on the work year of the employee. In the event the specific dates of the furlough days change, the unit members shall take their furlough days on the dates determined by mutual agreement of the District and CSEA. If an employee is required to work on one or more of the selected furlough days set forth immediately above in this section or below and to meet the critical needs of the District, the employee and the employee's supervisor in consultation with CSEA and with prior approval from the Superintendent or his designee may determine an alternate schedule for the use of furlough days. (see paragraph 1(e) below regarding alternate furlough days)

    c. For the remaining 2 furlough days: 12 month and 11 month employees or 10 month employees who have 183 or more days in their respective work years may schedule their remaining two (2) furlough days on any day that is within the employee's regular work year through employee choice with prior District approval. Only one member from each department shall take a furlough day off on the same day except if days are available when no students are in session and/or there is no negative impact on services.

        i. If two or more employees request the same furlough day and the District does not support the request for both employees, the employee with the most district-wide seniority shall have first choice. The second most senior employee shall have an opportunity to choose a second date, and so forth.

8.4.1

ii. Every effort shall be made by both the District and the employee requesting the particular furlough day to eliminate or limit the need for a substitute employee on the selected furlough day.

d. For employees who are unable to achieve eight (8) furlough days due to the limits of their work year as it coincides with the instructional calendar for students (For example a Food Service Worker or Campus Supervisor who normally has a 181 day work year) and can otherwise only achieve six (6) furlough days, their remaining two (2) furlough days will be served on the Day After Thanksgiving (November 23, 2012) and New Years Day (January 1, 2013). Since these employees will serve their furlough days on days that would have otherwise been holidays in accordance with the Collective Bargaining Agreement ("CBA") between the Parties, these employees will be given a corresponding furlough time off for the equivalent of their two (2) days. Said furlough time off for the equivalent of two (2) days may be converted into furlough hours in order to assist the employee and the District in achieving the corresponding time off. For instance, an 8 hour employee shall be calculated to have 8 hours x 2 days = 16 furlough hours. A 4 hour employee shall be calculated to have 4 hours x 2 days = 8 furlough hours. The employee should work directly with their supervisor to schedule the corresponding furlough time off and every effort shall be made by both the District and the employee requesting the particular furlough day or time off to eliminate or limit the need for a substitute employee on the selected furlough day.

i. For Bus Drivers only who drive In-District Routes, time lost during Early Release Days (the time difference between their average daily run amount and the maximum hours available for the route on an Early Release Day) may be counted towards the two (2) days of corresponding furlough time hours as described immediately above in paragraph 1(d).

e. If alternate furlough day(s) are required as described in paragraph 1(b) above, the alternative furlough day(s) may be scheduled on any day that is within the employee's regular work year through employee choice with prior District approval. Only one member from each department shall take a furlough day off on the same day except if days are available when no students are in session and/or there is no negative impact on services.

i. If two or more employees request the same alternate furlough day and the District does not support the request for both employees, the employee with the most district-wide seniority shall have first choice. The second most senior employee shall have an opportunity to choose a second date, and so forth.

ii. Every effort shall be made by both the District and the employee requesting the particular alternate furlough day to eliminate or limit the need for a substitute employee on the selected furlough day.

f. Bus Drivers will be subject to furlough days in accordance with the route they have received through the bidding process. For example, if the driver's bus route is primarily driving WPUSD students to WPUSD schools they will subject to the eight (8) furlough days as described in paragraph 1(b) in the same manner as all other classified employees. If the driver's bus route is primarily driving WPUSD students to County programs, other districts, or non-public schools then the driver's work days would be based on the calendars set by those other agencies which are outside the control of WPUSD. If Bus

Drivers who drive routes based on County programs, other districts, or non-public schools calendars are subject to more than eight (8) furlough days for the 2012-2013 school year the District will make every attempt to offer the driver any available work, for which they are qualified, on those days beyond eight furlough days. If no work is available or if the driver declines the offer of alternative work, then the driver will not be paid for that day unless discretionary Personal Necessity Leave is available and used. For Bus Drivers who also have other jobs within WPUSD, the non-bus driving portion of their position would be subject to the eight (8) District furlough days in the same manner as all other classified employees.

g. Furlough time off shall not affect the calculations for sick leave accrual, vacation accrual, step advancement or longevity.

h. The 2012-2013 Salary Schedule shall remain the same as the 2011-2012 Salary Schedule.

i. Each furlough day shall be reported to CalPERS as specific dates employees are not in paid status.

j. The above agreement shall affect all bargaining unit members regardless of how their position is funded.

2. CSEA and the District agree that all employees currently working in the classifications of Health Clerk, Attendance Clerk, and Clerk I shall be reclassified into the Clerk II job classification prior to the implementation of a layoff within the Clerk II job classification. Each employee entering this new classification shall maintain their seniority date from the reclassified position they held or previously held (Attendance Clerk, Health Clerk and Clerk I). The District will reduce or eliminate the equivalent of 32.5 hours per day of Clerk II positions and CSEA understands and agrees that one employee will only be partially laid off and therefore will face an hours reduction in order to accomplish the 32.5 hour reduction. CSEA agrees to this reduction of hours.
   a. The Parties further agree that for any current employee who previously held one of the newly reclassified positions (Health Clerk, Attendance Clerk, or Clerk I) and is now working in another position they will now retain bumping rights into the Clerk II position based on seniority.
   b. The Parties further agree that the Clerk III job description will be modified as indicated in Exhibit A as attached.

3. The District intends to reduce the overall site ratio for Campus Cafeteria Supervisors and Campus Monitors by 12.5 percent as a part of its budget reduction plan. The budget reduction may result in the elimination of some positions and the reduction in hours of other positions. CSEA understands and agrees that some or all employees in the Campus Cafeteria Supervisors and Campus Monitors job classifications may have their hours reduced. CSEA agrees to the reduction of hours associated with this item however, the effects of this reduction are still subject to negotiation.

4. The District intends to reduce the hours for each of the Elementary and Middle School Library Technician positions as a part of its budget reduction plan. All Elementary Library Technician positions shall be reduced to 6 hours per day and all Middle School Library Technician positions shall be reduced to 7.5 hours per day. CSEA understands and agrees to this reduction in hours for the Elementary and Middle School Library Technician positions.

5. The District intends to reduce the hours for the Alternative Education Secretary position as a part of its budget reduction plan. The position will be reduced from 8 hours per day down to 6.75 hours per day. CSEA understands and agrees to this reduction in hours for the Alternative Education Secretary position.

6. The District intends to reduce the hours for one of the Bilingual Instructional Aide positions at First Street School as a part of its budget reduction plan. The position will be reduced from 5 hours per day to 2.75 hours per day. CSEA understands and agrees to this reduction in hours for the Bilingual Instructional Aide position.

7. CSEA agrees to freeze longevity for all CSEA members for the 2012-2013 school year. Therefore, if an employee was scheduled to begin receiving longevity pay or an increased longevity pay in the 2012-2013 school year they will not receive said longevity increase. At the end of the term of this agreement if there is no further written agreement to the contrary employees whose longevity was frozen for the 2012-2013 school year will receive their longevity pay or longevity increase for the 2013-2014 school year. There will be no retroactive pay in order to compensate employees for the loss of longevity pay or increased longevity pay for the 2012-2013 school year. While the employee will not receive pay or back pay for the 2012-2013 school year, the 2012-2013 school year will count as a year towards the employee's next longevity step in the future.

8. CSEA further agrees to freeze Step (Column) and Professional Growth for the 2012-2013 school year for all CSEA members. Therefore, no CSEA employees will move a step for the 2012-2013 school year and all employees will remain at the salary schedule step in which they were placed during the 2011-2012 school year including no increases for professional growth. On July 1, 2013, employees so entitled shall advance to the step the employee would have been on had the step increase not been frozen. Also on July 1, 2013, employees so entitled who have earned the appropriate number of professional growth credits and are on Step E shall receive their appropriate percentage increase as if the professional growth increases had not been frozen. There shall be no retroactivity in step advances or backpay. There will be no retroactive pay in order to compensate CSEA employees for the loss of step increases or professional growth for the 2012-2013 school year.

9. CSEA and the District agree that for the 2012-2013 school year the minimum overtime pay provision as described in Article III F(1) and (2) of the Collective Bargaining Agreement ("CBA") between the Parties shall be reduced from a two (2) hour minimum to a one (1) hour minimum.

10. The eight (8) furlough days described in paragraph 1 resulted in a savings to the District of approximately $281,192 which therefore limited the number of employee positions that needed to be identified to be eliminated or reduced. The CSEA concessions described above in paragraphs 5, 6 and 7 will generate approximately $122,800 in additional savings for the 2012-2013 school year. The proceeds of these concessions in paragraphs 5, 6 and 7 will be used to restore CSEA classified positions for the 2012-2013 school year which would have otherwise been reduced or eliminated. Specifically the reductions or eliminations that will be restored for the 2012-2013 school year by the concessions described in this paragraph are the following:

    a. The Special Education Secretary and Special Education Clerk positions will no longer be reduced by one hour each for the 2012-2013 school year. There will be no reductions in hours for either of these positions for the 2012-2013 school year and CSEA agrees that it will work with the District and the employees to ensure that work hours (start and end

8.4.4

times or lunch) may be adjusted between these two employees to allow for office coverage during District office business hours (from 7:30a.m. to 4:30p.m.).

b. The Middle School Library Technician positions will be reduced from 8 hours to 7.5 hours instead of being reduced from 8 hours to 6 hours as originally proposed.

c. The "Kindergarten Aides" positions (Instructional Aides working in a Kindergarten class room) will not be reduced or eliminated for the 2012-2013 school year. There may however, be bumping that occurs that may effect employees working in this or any other classification based on other reductions or eliminations to the Instructional Aide job classification or other job classifications.

11. CSEA and the District further agree there will be no salary/pay increase (Appendix A) for the 2012-2013 school year. Although the Salary Schedule will remain the same for the 2012-2013 school year the actual pay for each unit member during the 2012-2013 school year will be reduced by eight (8) days.

12. Although the Parties do not contemplate further reductions beyond those which will go to the School Board at their regular meeting on April 17, 2012 or their first meeting in May of 2012, in the event of further possible reductions in the District funding above what is currently budgeted, the District will not be prohibited from issuing further reduction in force/layoff notices to reduce or eliminate services for the 2012-2013 school year or subsequent school years. For the 2012-2013 school year, any further layoffs or reductions will be fully discussed with CSEA, and any effects negotiated, prior to any reductions being made.

13. In the event the District realizes any significant new revenues or increase in projected revenues that improves the District's budgetary projections resulting in the District achieving a balanced budget, the District will meet with CSEA to negotiate the possible restoration of classified positions, hours and/or days if such additional funding is actually realized and the funds are such that they can be used to restore classified employee positions, hours or days.

14. This Agreement in no way prohibits the District from reducing or eliminating categorically funded positions unless otherwise specified in this agreement. This Agreement in no way prohibits the District from reducing or eliminating other programs or positions through attrition (i.e. retirements, resignations, etc.) for the 2012-2013 school year or any subsequent school years. The effects will be negotiated with CSEA.

15. Nothing in this agreement prohibits the district from releasing short term employees, engaging in the release of probationary employees, or the dismissal of probationary or permanent employees pursuant to the Education Code, Board Policy and the Collective Bargaining Agreement between the parties.

16. The District and CSEA are continuing to negotiate the effects of the proposed layoffs, however, the District may proceed with Board action regarding the layoffs and hours reductions and provide layoff and hours reduction notices to employees.

17. The District and CSEA agree that all of the terms outlined in this MOU, shall sunset on June 30, 2013 unless otherwise agreed upon by the parties in writing.

18. This agreement establishes no past practice or precedent between the parties and shall not alter the terms of the current Collective Bargaining Agreement except as expressly stated above.

19. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.

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

21. The MOU is contingent and shall become effective upon approval and ratification by CSEA and the Western Placer Unified School District Board of Trustees.

Dated: 4/5/12

For the District:

Ryan Davis, Director of Human Services

Dated: 5 APRIL, 2012

For CSEA:

Mike Kimbrough, Chapter President

Exhibit A

8.4.7

Western Placer Unified School District

POSITION DESCRIPTION

Position Title:	**SCHOOL CLERK III**
Department:	School Site
Reports to:	Site Principal

SUMMARY:
Acts as assistant to School Secretary in any of the school offices.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
* Must have the ability to assume the responsibility of duties performed by the School Secretary and Instructional Program Secretary in their absence from the office
* Must have knowledge of district policies and rules and regulations, and ability to carry these out without direct supervision
* Knowledge and ability to perform duties of attendance accounting
* Does a wide variety of work which involves sharing responsibility for the total office operation as directed by the School Secretary and administrator
* Perform general clerical work as needed **including, but not limited to, the essential duties spelled out in the Clerk II job description**
* **Processes and maintains assigned operational and school office records such as attendance, enrollment, health, lunch count, student cumulative information, and registration.**
* **Provide basic health assistance for students**
* **Receives and screens ill or injured students or staff, determining the nature of illness and/or injuries and providing treatment or referring them to a nurse, doctor, parent, or others as required by established District policies and procedures**
* Performs basic first aid/CPR and assists with student health monitoring. (The District will not hold employee liable as referenced in Govt. Code 820.2 & 825)
* **Performs other related duties as assigned**

QUALIFICATIONS:
Ability to follow directions accurately, typing, knowledge of business English, vocabulary, punctuation and grammar, filing methods, office machines, ability to meet the public and maintain effective working relationship with children and adults.

EDUCATION and/or EXPERIENCE
High school diploma or general education degree (GED) and two years of responsible secretarial experience, preferably in a school environment.

OTHER SKILLS and ABILITIES:
Knowledge or word processing and computer procedures.

LANGUAGE SKILLS:
Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of people.

8.4.8

MATHEMATICAL SKILLS
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY:
Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

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 function.

While performing the duties of this job, the employee is regularly required to stand, walk, and sit. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee occasionally will lift and/or push up to 50 lbs. Specific vision abilities required by this job include close vision, distance vision, and depth perception.

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 is work environment is usually moderate to loud.

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

8.4.9

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 Revised Job Description for School Clerk II position.

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Ryan Davis
Director of Human Services

ENCLOSURES:
Revised Job Description for:
School Clerk II

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
April 17, 2012

ROLL CALL REQUIRED:
No

BACKGROUND:

As a part of the ongoing review of job descriptions by both the District and CSEA and as a part of reclassification of several positions as a part of the MOU between CSEA and WPUSD dated April 5, 2012 there exists a need to approve a revised job description for the School Clerk II position to clarify some of the essential job duties. The District administration worked with CSEA to bring forward the enclosed job description. There is no financial impact as a result of this change.

RECOMMENDATION:

Approve the revised job description for the School Clerk II position.

8.5

Western Placer Unified School District

POSITION DESCRIPTION

Position Title:	**SCHOOL CLERK II**
Department:	School Site
Reports to:	Site Principal

SUMMARY:
To perform responsible school office support functions in the day-to-day operations of a school administration office; to perform typing, filing, receptionist, and record keeping assignments; to be responsible for the preparation, maintenance, and processing of school and student records; to provide basic health assistance for students; and to do related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
* Perform typing, filing, receptionist, and record keeping assignments
* Responsible for the preparation, maintenance, and processing of school and student records
* Provide basic health assistance for students
* Performs a variety of office support functions for an assigned school and/or educational program.
* Types a variety of materials, such as interoffice communications, requisitions, forms, and letters from oral direction, handwritten copy, or clear draft
* Serves as receptionist, receiving visitors, and answering telephones
* Assists students with questions, concerns, and/or problems
* Monitors and assists students in office for illness or discipline
* Receives and responds to requests from District staff and the public, providing information and assistance regarding school policies and programs, office procedures and operations such as facility usage, student records, purchase orders, etc.
* Monitors visitors= check-in/out
* Do related work as required.
* Processes and maintains assigned operational and school office records such as attendance, enrollment, health, lunch count, student cumulative information, and registration.
* Receives, records, and forwards student/classroom accounts, lab fees, and library fines
* Processes forms, application, documents, records, and other paperwork in support of school functions and programs
* May orient substitute teachers and classified staff to a school site
* Receives and screens ill or injured students or staff, determining the nature of illness and/or injuries and providing treatment or referring them to a nurse, doctor, parent, or others as required by established District policies and procedures
* Orders supplies, forms, and materials, maintaining an inventory and processing purchase requisitions as needed
* Sorts, opens, and distributes mail
* May assist with the maintenance of school budget and accounting records
* Maintains a variety of computerized data collection systems and other records/filing systems
* Maintains a calendar of events, dates, and schedules relating to the school activities
* Performs basic first aid/CPR and assists with student health monitoring. (The District will not hold employee liable as referenced in Govt. Code 820.2 & 825)
* **Performs other related duties as assigned**

QUALIFICATIONS:
Employees in this classification receive general supervision within an established framework of standard policies and procedures. Performance of these responsibilities requires accuracy, attention to details, discretion, good communication skills, and sound judgement.

EDUCATION and/or EXPERIENCE
High school diploma or general education degree (GED) and two years of responsible secretarial experience, preferably in a school environment.

OTHER SKILLS and ABILITIES:
Knowledge or word processing and computer procedures.

LANGUAGE SKILLS:
Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of people.

MATHEMATICAL SKILLS
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY:
Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

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 function.

While performing the duties of this job, the employee is regularly required to stand, walk, and sit. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee occasionally will lift and/or push up to 25 lbs. Specific vision abilities required by this job include close vision, distance vision, and depth perception.

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 is work environment is usually moderate to loud.

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

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

SUBJECT:

Facilities & Maintenance Update

AGENDA ITEM AREA:

Information

REQUESTED BY:

Joyce Lopes
Assistant Superintendent of Business Services

ENCLOSURES:

No

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 17, 2012

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees in their 2011-12 Board Goals set a goal to **provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.** The Facilities and Maintenance departments ensures facilities are suitable, functional, clean and attractive.

The Facilities and Maintenance Departments support education by:

- Providing general maintenance and landscaping of district property, including air conditioning, heating, electrical and alarm systems
- Ensuring the health and safety of all district campuses
- Anticipating student enrollment trends and providing student housing in a timely manner
- Locating and sizing new school sites in compliance with our District Facilities Master Plan
- Working with housing developments to ensure proper fee mitigation
- Ensuring compliance with state environmental and safety regulations
- Obtaining all available funding for constructing new and updating current facilities
- Managing construction of additions to and the modernization of existing schools and the building of new schools, as approved by the Western Placer Unified School District Board of Trustees.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

Our commitment is to serve the school community and ensure that all campuses and properties are maintained and cleaned to the highest standard, as well as providing adequate new student facilities that meet or exceed our California State requirements.

The Facility Department consists of one staff person and provides assistance in the coordination of facilities planning activities related to new school construction, renovation or modernization of existing schools, relocatables classrooms and other support activities. The department assists in the planning, obtaining of funding, coordination, and monitoring of school district construction projects including meeting with local developers, city staff, and state agencies such as Department of State Architect and the Office of Public School Construction. In addition, they assist the district with risk management and safety. Although the district is not currently building new school facilities, the department is still very busy preparing for future construction and monitoring current funding.

During the summer of 2011, the following projects were completed:

- Glen Edwards Middle School: Restoration of Wing B after fire damage, along with required compliance upgrades per American with Disabilities Act
- Lincoln High School: Re-roofing of Old Gym, Remodeling of Ag Shop into our Project Lead the Way iDesign Lab
- Phoenix High School: Replacement of two classrooms, general improvements to center of campus

The Maintenance Department consists of 32 staff serving 11 sites, the District Office, the Transportation Yard and the Farm. District maintenance staff ensures necessary repairs are completed in a timely manner at all sites utilizing our on-line work order system. Maintenance Custodians complete many repairs at the sites. More involved repairs are completed by District Maintenance staff. Very few repairs require outside contractors. This has resulted in significant savings for the District. District Grounds staff maintains the grounds throughout the district. In addition to providing beautifully landscaped school sites, the grounds staff repairs and maintains the water lines, maintains the storm drains, replaces water valves and keeps the trees pruned.

During the 2011-12 fiscal year, the Maintenance Department:

- Restructured the custodial department to better serve the needs of the district
- Completed the second summer of team cleaning with a savings of $50,000 to the district
- Completed Facility Inspection Tool for each site
- Participated in safety training
- Updated the landscaping at several sites
- Responded to over 800 work orders fiscal year to date

We would like to take this opportunity to review our recent activity and accomplishments.

RECOMMENDATION:

Information only.

8.6.1

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

SUBJECT:

5-Year Deferred Maintenance Plan

AGENDA ITEM AREA:

Action

REQUESTED BY:

Joyce Lopes
Assistant Superintendent of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Facilities & Maintenance Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 17, 2012

ROLL CALL REQUIRED:

No

BACKGROUND:

The Deferred Maintenance Program provides State funds to assist school districts with expenditures for major repair or replacement of existing school building components so that the educational process may safely continue.

An annual Basic Grant is provided to districts for the major repair or replacement work listed on the *Five Year Plan* (Form SAB 40-20), which is a projection of deferred maintenance work to be performed on a district wide basis over the next five years. The intent of the Five Year Plan is to forecast deferred maintenance projects within the district over the next five years. It is not intended to be an expenditure report; therefore the project costs reported should be estimates. The district does not have to perform all the work listed on the plan. New or revised plans for the current fiscal year shall be submitted to the Office of Public School Construction (OPSC) by the last working day in June for that fiscal year. An Extreme Hardship Grant is provided in addition to the Basic Grant if the district has a critical project on the five year plan that must be completed within one year due to health and safety or structural reasons.

Beginning with the 2005–2006 fiscal year, school districts and county offices of education were required to establish a Facilities Inspection System as a condition of participation in the Deferred Maintenance Program. The requirements of a Facilities Inspection System are not defined in law other than to state

the system should ensure that each school of the district or county office of education is maintained in good repair. The Facilities Inspection Tool (FIT), adopted on June 27, 2007 by the SAB, defines good repair. During this past fiscal year, the custodial staff received training on the Facilities Inspection Tool and began the annual process of reviewing each school site using the FIT.

The State's 2009 budget act SBX3 4 established a funding baseline for the Deferred Maintenance Program Basic Grant through 2012/2013 using the 2008/2009 funding amounts and provided a flexibility clause allowing districts to use the funding for "...any educational purpose" through 2012/13. The law, as amended, considers a Local Educational Agency (LEA) to be in compliance with all program and funding requirements and eliminates the reporting requirement for five years when LEA's do not meet their match. The law also suspended funding for new Deferred Maintenance extreme hardship projects until July 1, 2013.

Western Placer USD utilized the flexibility clause for the Deferred Maintenance Program Basic Grant in 2009/10 through 2011/12. The funds were used to support the general educational funding for the District. While we are not required to provide a Five Year Plan to the Board for review and approval, staff thinks it is prudent to have the plan in place.

RECOMMENDATION:

The Board adopted the new 5 Year Deferred Maintenance Plan for 2011-12 through 2015-16.