WESTERN PLACER UNIFIED SCHOOL DISTRICT
810 J STREET, LINCOLN, CALIFORNIA 95648
Phone: 916.645.6350 Fax: 916.645.06356

MEMBERS OF THE GOVERNING BOARD

Paul Carras - President
Brian Haley - Vice President
Ana Stevenson - Clerk,
James McLeod - Member
Paul Long - Member

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
Bob Noyes, Assistant Superintendent of Personnel Services
Mary Boyle, Assistant Superintendent of Educational Services
Terri Ryland, Interim Chief Business Official
Cathy Allen, Assistant Superintendent of Facilities and Maintenance Services

STUDENT ENROLLMENT

School	02/08/08	03/08/08
Sheridan School (K-5)	79	78
First Street School (K-5)	440	437
Carlin C. Coppin Elementary (K-5)	394	397
Creekside Oaks Elementary (K-5)	610	617
Twelve Bridges Elementary (K-5)	666	670
Foskett Ranch Elementary (K-5)	456	457
Glen Edwards Middle (6-8)	694	694
Twelve Bridges Middle School (6-8)	732	723
Lincoln High School (9-12)	1,399	1,396
Phoenix High School (10-12)	81	75
Lincoln Crossing Elementary	565	563
PCOE Home School	0	0
TOTAL:	**6,116**	**6,107**

Preschool/Head Start	
First & J Street	24
Carlin Coppin	24-A.M. /20-P.M.
Sheridan	23
Adult Education	221
First-5 Program	
Sheridan	23
First Street	30

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
March 18, 2008 7:00 P.M.
City Hall Community Meeting Room, First Floor
600 Sixth Street, Lincoln, CA

AGENDA

2007-2008 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

6:00 P.M. **Open Session** – District Office Conference Room, Fourth Floor

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

6:00 P.M. **CLOSED SESSION** – District Office Conference Room, Fourth Floor

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 L.

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 M.

2. CONFERENCE WITH LABOR NEGOTIATOR
Update on certificated negotiations

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

4. ADJOURN TO OPEN SESSION

7:00 P.M. **OPEN SESSION – Community Meeting Room, First Floor**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

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

a. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 J
Roll Call Vote:

b. Student Discipline/Expulsion Pursuant To E.C. 48918
Student Expulsion #07/08 M.
Roll Call Vote:

2.2 CONFERENCE WITH LABOR NEGOTIATOR
Update on certificated negotiations

2.3 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

3. SPECIAL ORDER OF BUSINESS

The Board of Trustees will recognize the following, Jacquelyn Ackerson, Victoria Binning, Katherine Cayago, Collin Curry, Paul Griffith, Cayley Johnston, Sabrina Norton, Sammey La Porta, Athony Roldan, and Shalita Smith for participating in the Lincoln High School Academic Decathlon Team.

4. CONSENT AGENDA

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

4.1 Approve Classified Personnel Report.
4.2 Approve Certificated Personnel Report.
4.3 Mandate Reimbursement Services Agreement.
4.4 District Revolving Cash Account.

Roll Call Vote:

5. COMMUNICATION FROM THE PUBLIC

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

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory – Joanna Loya
6.2 Western Placer Teacher's Association – Mike Agrippino
6.3 Western Placer Classified Employee Association – Chris Hawley
6.4 Superintendent, Scott Leaman
  6.4.1 *Response to Public Comment if any:*
6.5 Assistant Superintendent(s)
  6.5.1 Mary Boyle
    a. Program Focus Area: (1) Kindergarten Registration
  6.5.2 Terri Ryland
    a. Budget Update:
  6.5.3 Bob Noyes
  6.5.4 Cathy Allen
    a. Facilities Update:

7. PUBLIC HEARING

Please see the attached handout regarding proposed boundary changes that affect primarily First Street School and Creekside Oaks Elementary. Staff will present a brief report and give the community an opportunity to comment during a public hearing. Upon closing the public hearing, the Board of Trustees will be asked to vote on the matter.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

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

8.1 (D/A) ADOPT NEW SCHOOL ATTENDANCE BOUNDARIES FOR FIRST STREET SCHOOL AND CREEKSIDE OAKS ELEMENTARY SCHOOL – Boyle/Allen *(07-08 G & O Component IV - V)*

•Staff is proposing boundary changes that affect primarily affects First Street School and Creekside Oaks Elementary. A public hearing was held to solicit community input.

8.2 (D/A) APPROVE THE FY 2007-08 SECOND INTERIM REPORT – Ryland *(07-08 G & O Component IV - V)*

•The FY 2007-08 Second Interim Report will be presented to the Board of Trustees for review and discussion.

8.3 (A) RETENTION POLICY CHANGES – Boyle *(07-08 G & O Component IV - I)*

•There are two suggested changes to Board Policy and Administrative Regulations regarding retention of students. The first change deals withy notification of parents. Board policy currently requires four parental notifications during the year for students who are identified early in the school year as not making appropriate progress. The new language clarifies that four notifications are necessary regardless of when the student is identified as being at risk of retention. The second change clarifies that a student on a 504 plan must meet regular promotion recommendations unless exceptions are made through the 504 Team process.

8.4 (D/A) UNIFORM COMPLAINT PROCEDURES – Boyle *(07-08 G & O Component IV)*

•The WPUSD Uniform Complaint Procedures Administrative Regulations is being updated to be compliant with state requirements.

8.5 (A) TENTATIVE AGREEMENT BETWEEN WPUSD AND WPTA – Noyes *(07-08 G & O Component IV - V)*

•A tentative agreement has been reached between WPUSD and WPTA regarding Article XV – Work Year – 2008/2009.

8.6 (D/A) APPROVE RESOLUTION 07/08.15 ON INFORMAL BIDDING ACT – Allen *(07-08 G & O Component IV - V)*

• In light of the Attorney General's ruling with regard to "Piggyback Agreements" it has become extremely difficult to design, bid, and build small special projects in a timely manner. The California Legislature passed the California Uniform Public Construction Cost Accounting Act (Public Contract Code 22000 *et. seq.*) to promote uniformity of bidding procedures and cost accounting standards on projects performed or contracted by public entities in the State. The Act is a great tool for school districts and other public agencies that want to:

- Raise their bidding thresholds to 30,000;
- Simplify the bidding process for projects valued at less than $125,000;
- Increase the likelihood of receiving bids from responsible contractors; and
- Minimize limits on using school district employees for public works.

Only public entities that have adopted the Act by resolution and have notified the State Controller of that election may use the procedures.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- Relationship with Sierra Community College
- Twelve Bridges High School
- Audio Visual Media Board Policy
- Gladding Parkway Carlin C. Coppin

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

- The President will establish the following meeting(s):
  - April 1, 2008, City Hall/District Office Community Center

11. ADJOURNMENT

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

Posted: 03/13/08
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DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

WESTERN PLACER UNIFIED SCHOOL DISTRICT
CLOSED SESSION AGENDA

PLACE: **District Office Conference Room, Fourth Floor**
DATE: **March 18, 2008**
TIME: **6:00 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:

Student Discipline/
Expulsion
Student #07-08 L

AGENDA ITEM AREA:

Action

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

March 18, 2008

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #07-08 L

ADMINISTRATION RECOMMENDATION:

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

2.1a

WESTERN PLACER UNIFIED SCHOOL DISTRICT
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SUBJECT:

Student Discipline/
Expulsion
Student #07-08 M

AGENDA ITEM AREA:

Action

REQUESTED BY:

John Wyatt
District Hearing Officer

ENCLOSURES:

MEETING DATE:

March 18, 2008

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #07-08 M

ADMINISTRATION RECOMMENDATION:

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

2.1 b.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Update on Certificated Negotiations

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Bob Noyes, Asst. Superintendent of Personnel
Scott Leaman, Superintendent
Terri Ryland, Interim Asst. Superintendent of Business

ENCLOSURES:
No

MEETING DATE:
March 18, 2008

BACKGROUND:

Labor Negotiator will give the Board of Trustees an update on Certificated Negotiations.

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

2.2

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Conference with Legal Council
Anticipated Litigation

AGENDA ITEM AREA:
Closed Session Disclosure

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:

MEETING DATE:
March 18, 2008

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Conference with Legal Council Anticipated Litigation.

ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustee disclose action taken in closed session in regard to Conference with Legal Council Anticipated Litigation.

2.3

wp/rk/factform

SPECIAL

ORDER

OF

BUSINESS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Recognition of Lincoln High School Academic Decathlon Team

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
No

MEETING DATE:
March 18, 2008

BACKGROUND:

The Board of Trustees would like to recognize the following students for participating in the 2007-08 Academic Decathlon: Jacquelyn Ackerson, Victoria Binning, Katherine Cayago, Collin Curry, Paul Griffith, Cayley Johnston, Sabrina Norton, Sammey La Porta, Athony Roldan, and Shalita Smith.

ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustee recognize these students.

3.

wp/rk/factform

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:
Consent Agenda

REQUESTED BY:
Bob Noyes
Assist. Superintendent, Personnel Services

ENCLOSURES:

MEETING DATE:

March 18, 2008

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

H.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

March 18, 2008

CLASSIFIED

NEW HIRES

1. Name: Jenifer Bledsoe
   Position: Camp/Café Supervisor
   Salary: CSEA, Ranch 13, Step A
   Hours: 2 Hours/Day
   Days: 10 Months/Year

   Effective: 2/25/08
   Site: Twelve Bridges Middle School
   Funding: General

2. Name: Jenny Deatherage
   Position: Camp/Café Supervisor
   Salary: CSEA, Ranch 13, Step A
   Hours: 2 Hours/Day
   Days: 10 Months/Year

   Effective: 3/03/08
   Site: Creekside Oaks Elementary
   Funding: General

3. Name: Stephanie Murray
   Position: Camp/Café Supervisor
   Salary: CSEA, Ranch 13, Step A
   Hours: 1.5 Hours/Day
   Days: 10 Months/Year

   Effective: 3/17/08
   Site: Lincoln Crossing Elementary
   Funding: General

4. Name: Ausanee Suttivong
   Position: Camp/Café Supervisor
   Salary: CSEA, Ranch 13, Step A
   Hours: 1.5 Hours/Day
   Days: 10 Months/Year

   Effective: 3/03/08
   Site: Lincoln Crossing Elementary
   Funding: General

TRANSFER/PROMOTION

5. Name: Barbara Green
   Position: School Secretary II
   Salary: CSEA, Ranch 25, Step C
   Hours: 8 Hours/Day
   Days: 11 Months/Year

   Effective: 7/01/08
   Site: Lincoln High School
   Funding: General

4.1.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT AREA:
Certificated Personnel Report

AGENDA ITEM:
Consent Agenda

REQUESTED BY:
Bob Noyes
Assist. Superintendent, Personnel Services

ENCLOSURES:

MEETING DATE:

March 18, 2008

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

4.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

March 18, 2008

CERTIFICATED

RESIGNATIONS

1. Robert Phillips, SDC Teacher, Twelve Bridges Elementary, Letter is attached.

RETIREMENT

2. Dan Baughman, Independent Study Teacher, Lincoln High School, Statement of Intent attached.

3. Sue Hoffman, 7th Grade Science Teacher, Twelve Bridges Middle School, Letter is attached.

4. Alice Pennington, Kindergarten Teacher, Foskett Ranch Elementary, Letter is attached.

4.2.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

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SUBJECT:

Mandate Reimbursement Services Agreement

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Terri Ryland, Interim Assistant Superintendent, Business Services

ENCLOSURES:

Yes

MEETING DATE:

March 18, 2008

BACKGROUND:

While mandated cost reimbursements from the State have been frozen for the current year and possibly for several more years, Districts are still required to perform certain mandated functions (negotiations with labor unions, student expulsion proceedings, etc.). The District has utilized School Innovations & Advocacy (SIA) to prepare its mandated cost reimbursement claims for the past six years. We have found the SIA staff to be very knowledgeable and responsive, and the company strives to make it as easy as possible for staff to record reimbursable time. The attached contract provides for SIA to prepare the District's mandated cost reimbursement claims for the years 2008-09 through 2010-11, and includes cost increases of about 3% each year.

ADMINISTRATION RECOMMENDATION: Approve the contract with School Innovations & Advocacy.

4.3

School Innovations & Advocacy

MANDATE REIMBURSEMENT SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ADVOCACY, INC.
And
WESTERN PLACER UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated January 29, 2008 (the "Agreement") is made by and between Western Placer Unified School District ("Client"), and School Innovations & Advocacy, Inc., a California corporation ("Contractor"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, Client is authorized to retain consulting services to assist Client in the preparation and filing of reimbursement and estimated claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), and Contractor is qualified to perform such services; and

WHEREAS, it is necessary and desirable that Contractor be retained by Client for the purpose of performing consulting services;

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period**. The Agreement period begins July 1, 2008 (the "Effective Date") and will automatically expire on June 30, 2011 (the "Expiration Date"). The Agreement period consists of three (3) Client fiscal years (July 1, 2008 through June 30, 2009; July 1, 2009 through June 30, 2010; and July 1, 2010 through June 30, 2011), the "Agreement Period". Each fiscal year within the Agreement Period is an "Agreement Year".

2. **Services**.

   2.1 Description of Services. Contractor agrees to provide Client the following consulting services ("Services") during the Agreement Period:

   (a) Prepare and file (based on information provided by Client):

   (i) For Agreement Year 2008/2009:

   (1) 2007/2008 reimbursement claims;

   (2) 2008/2009 estimated claims;

4.3.1

(3) Late and amended 2006/2007 reimbursement claims; and

(4) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period;

(ii) For Agreement Year 2009/2010:

(1) 2008/2009 Reimbursement Claims;

(2) 2009/2010 Estimated Claims;

(3) Late and amended 2007/2008 reimbursement claims; and

(4) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(iii)For Agreement Year 2010/2011:

(1) 2009/2010 reimbursement claims;

(2) 2010/2011 estimated claims;

(3) Late and amended 2008/2009 reimbursement claims; and

(4) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(b) Hold training sessions for Client's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by Contractor);

(c) Monitor Client's mandated cost tracking systems for each Agreement Year;

(d) Research and assist Client with data collection for test claims approved by the Commission during the Agreement Period;

(e) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office; and

(f) Provide representation of Client with respect to any State audit of claims that were prepared and submitted with Contractor's assistance pursuant to this Agreement, unless prior to claim submission Contractor advised Client that Contractor would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

2.2 **Scope of Services.**

4.3.2

(a) Initial Scope. The Services (as described in Section 2.1) detail the initial scope of work anticipated by the Contractor as of the Effective Date ("Initial Scope of Services"). Client acknowledges that the Fee (as defined in Section 4) is based on this Initial Scope of Services. If the Initial Scope of Services is increased anytime during the Agreement Period, Contactor reserves the right to increase the Fee to compensate for the unanticipated or additional services.

(b) No Lobbying Services. This Agreement is not for lobbying services and Contractor is not being retained to provide lobbying services to Client.

3. **Client's Obligations.**

3.1 Client's Responsibilities; Client Acknowledgment. Client is responsible for (a) substantiation of each reimbursement and estimated claim; (b) preparing and maintaining true and correct documentation and accounting records; (c) establishing and maintaining data collection and tracking procedures; (d) implementation of internal controls sufficient to permit and support the preparation and filing of true and correct reimbursement and estimated claims; (e) ensuring that Client, its employees and contractors properly identify and comply with laws and regulations applicable to Client's activities; (f) ensuring Client has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (g) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim. Client acknowledges that Contractor's full, accurate and timely performance under this Agreement is materially dependent upon Client's reasonable cooperation and assistance. Client further acknowledges that Contractor's Initial Scope of Services and Fee presumes a reasonable amount of cooperation and assistance from Client, such as Client's timely provision of certain information, documentation and personnel. Contractor has explained Contractor's requirements in this regard to Client and Client agrees to meet these requirements. Client also acknowledges that the Fee is based on the Initial Scope of Services anticipated by Contractor as of the Effective Date.

3.2 Obligations to Contractor. Client shall timely provide Contractor all records and information relevant to any claim in a timely manner and contact information for Client's personnel to whom Contractor may direct inquiries. Client shall complete Exhibit A Client Information page (attached hereto and incorporated herein by reference). Client understands and agrees that the results of Contractor's inquiries, the documentation obtained from Client and other corroborating information may be used by Contractor for filing and/or supporting the reimbursement claims, estimated claims or responding to audits or investigations.

3.3 Claim Approval. Upon presentation of a claim for Client's approval, Client agrees to review the claim and respond to Contractor by either: (a) certifying to Contractor, under penalties of perjury, that the time, costs and other data collected by Client and furnished to Contractor in support of the claim are true and correct (for reimbursement claims) or constitute Client's good faith estimates to the best of Client's knowledge (for estimated

4.3.3

claims); or (b) provide Contractor with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 7.

4. **Payment of Fees.**

4.1 Fees. For Services provided pursuant to the terms of this Agreement, Client agrees to pay Contractor **$18,300, $18,900, $19,500** (the "Fee") for the fiscal years 2008/09, 2009/10 and 2010/11, respectively.

4.2 Payment Plan. The Fee is payable in monthly, quarterly, semi-annual or annual installments as indicated below. Client must clearly mark one payment plan below. If a plan is not clearly identifiable by Contractor, then Client agrees to pay the Fee on an annual basis.

☐ 36 monthly payments due on the last day of each month during the Agreement Period.

☐ 12 quarterly payments due August 1 and November 1 of 2008, 2009 and 2010, and February 1 and May 1 of 2009, 2010 and 2011.

☐ 6 semi-annual payments due August 1 of 2008, 2009 and 2010, and February 1 of 2009, 2010 and 2011.

☑ 3 annual payments due August 1, 2008, 2009 and 2010.

4.3 Travel; Lodging Expenses. If Contractor reasonably determines that travel to Client's site is necessary, Contractor and Client shall schedule mutually convenient date and times for such meetings. All travel and lodging expenses incurred by Contractor in connection with the Initial Scope of Services are included in the Fee.

4.4 Late Fee. Payment of the Fee is due thirty (30) days after Client receives Contractor's invoice. A late fee of ten percent (10%) will be added if the invoice is not paid in full within the thirty (30) day period.

5. **Termination.** Either party may terminate this Agreement, with or without cause, by delivering written notice (per Section 7) of termination not later than thirty (30) days prior to expiration of the current Agreement Year. The effective date of termination shall be the expiration of the then current Agreement Year. Upon termination, Contractor will invoice Client for the remaining Fee of the Agreement Year (in which the Agreement was terminated) and Client will pay the full invoice amount within thirty (30) days after receipt of Contractor's invoice. Except as set forth in this Section 5, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 5.

4.3.4

6. **Further Assistances**. Upon request of the other Party, Contractor or Client shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

7. **Notice; Certification**. All Agreement notices and certifications must be in writing and directed to the Party's address set forth below. A Party may change the address stated in this Agreement by giving notice. Notice shall be deemed effective upon actual receipt, except notices sent by certified United States mail shall be deemed effective on the earlier of (a) actual receipt, or (b) three (3) days after mailing.

Contractor: School Innovations & Advocacy, Inc., a California corporation
11130 Sun Center Drive, Suite 100
Rancho Cordova, CA 95670

Client: Western Placer Unified SD
810 J Street
Lincoln, CA 95648

8. **Assignment Prohibited**. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 8 shall be null and void.

9. **California False Claims Act**. Client acknowledges that reimbursement and estimated claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, Client, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

10. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code**. Contractor will have limited access to student information only for purposes of providing the legally required notification services specified in this Agreement. Contractor performs the Services as an agent of Client and has no right to access or utilize student information for any other purpose. Contractor, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.

11. **Confidential and Proprietary Materials of Contractor**. During performance of this Agreement, Contractor will provide materials or disclose information to Client that Contractor considers proprietary or confidential including, but not limited to, Contractor's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("Contractor's Materials"). Client agrees that Client acquires no interest of any kind in Contractor's Materials. At all times during and after the Agreement Period, Client agrees (a) to keep Contractor's Materials in confidence and trust for Contractor; (b) not to disclose, duplicate or otherwise use Contractor's Materials, except in furtherance of Contractor's performance per this Agreement; (c) to limit access to Contractor's Materials to Client's employees or contractors who have a "need to know"; and (d) to promptly return all copies of Contractor's Materials to Contactor after a request is made.

12. **Independent Contractor**. The Parties agree that Contractor is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

13. **Limitation of Liability**. In no event shall Contractor's liability to Client, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by Contractor under this Agreement. Contractor shall not be liable for any consequential damages.

14. **Indemnification**.

    14.1 Client. Client shall defend, indemnify and hold harmless Contractor and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to Contractor's performance of the Services, unless it is finally determined to have arisen solely from Contractor's gross negligence or willful misconduct.

    14.2 Contractor. Contractor shall defend, indemnify and hold harmless Client, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contact, statute, or otherwise, arising out of or in connection with or relating to Contractor's performance of the Services if it is finally determined to have arisen solely from Contractor's gross negligence or willful misconduct.

15. **Enforcement Costs**. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.

16. **Governing Law**. This Agreement shall be governed by and construed in accordance with the substantive laws of California.

4.3.6

17. **Judicial Reference**. In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 17, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

18. **Modification**. No modification or supplement to any provision of this Agreement shall be valid, unless executed in writing by both Parties.

19. **Severability**. No provision of this Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of this Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

20. **Entire Agreement**. This Agreement is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

21. **Interpretation**. Contractor shall have the full power and authority to interpret, construe and administer the Agreement and Contractor's determination shall be binding and conclusive on the Parties for all purposes.

22. **Waiver**. Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

23. **Headings**. The headings preceding the paragraphs of this Agreement are for convenience of reference only, are not part of this Agreement, and shall be disregarded in the interpretation of any portion of this Agreement.

24. **Force Majeure**. A Party shall not be liable under this Agreement as a result of any delay, failure or interruption caused by the other Party or third Parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of this Agreement.

25. **Counterparts; Facsimile Signatures**. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile

4.3.7

transmission or in portable document format (pdf)) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Client and Contractor have made and executed this Agreement as set forth below.

Contractor: SCHOOL INNOVATIONS & ADVOCACY, INC., a California Corporation.

By: _____ Dated: _____
Name: Jeffrey C. Williams
Title: Chief Executive Officer

Client: WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____ Dated: 1/29/08
Name: Carrie Carlson
Title: Director, Business Services

4.3.8

EXHIBIT A

CLIENT INFORMATION

School Innovations & Advocacy

11130 Sun Center Drive, Suite 100
Rancho Cordova, CA 95670
Bus 916.669.0888
Fax 916.669.0889

Western Placer Unified School District
S31100 - MRP

In an effort to ensure the accuracy of our client records, please fill in the appropriate information and return this form with the signed copy of the SI&A contract. Thank you.

Person responsible for signing contracts:

Name: Carrie Carlson

Job Title: Director, Business Services

Physical Address: 810 J Street
Lincoln, CA 95648

Mailing Address:
(If different from above)

Telephone: (916) 434-5095 Fax: (916) 645-5295

Email: ccarlson@wpusd.k12.ca.us

Person responsible for payment of SI&A invoices:

Name: Stacie Wyatt

Job Title: Accounting Technician

Mailing Address: Same
(If different from above)

Telephone: (916) 645-6387 Fax: (916) 645-5295

Email:

4.3.9

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:

District Revolving Cash Account

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Terri Ryland, Interim Assistant Superintendent, Business Services

ENCLOSURES:

No

MEETING DATE:

March 18, 2008

BACKGROUND:

Over the past six months, the District's personnel and payroll departments have been working to implement the new "Escape" software system. The Business Office will soon begin its migration to Escape as well. The February 29, 2008 payroll was the first paid through Escape. In order to prepare for any errors or omissions that may occur in the first few months on the new system, a check for $48,000 was deposited in the District's revolving cash account from its county cash account. The February 29 payroll was successful and no revolving fund checks were issued. We request that the Board ratify this temporary increase of the district's revolving cash account from $2,000 to $50,000. This increase will be effective through May 15, 2008. At that time, we will return the account to its previous level.

ADMINISTRATION RECOMMENDATION: Ratify temporary increase of the District's revolving cash fund to $50,000 through May 15, 2008.

4.4

REPORTS

AND

COMMUNICATION

Public

Hearing

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM:

Establish School Attendance Boundaries
For First Street School and Creekside Oaks
Elementary School

SUBJECT AREA:

Public Hearing

REQUESTED BY:

Cathy Allen, Assistant Superintendent
Facilities & Maintenance Services
Mary Boyle, Assistant Superintendent
Education Services

ENCLOSURES:

Yes

MEETING DATE:

March 18, 2008

BACKGROUND:

Please see the attached handout regarding proposed boundary changes that affect primarily First Street School and Creekside Oaks Elementary. Staff will present a brief report and give the community an opportunity to comment during a public hearing. Upon closing the public hearing, the Board of Trustees will be asked to vote on the matter.

ADMINISTRATION RECOMMENDATION:

Board conduct public hearing. No action is required during the public hearing.

7.

School Attendance Boundaries
Board Policy 5116

In response to CDE's strong recommendations during WPUSD's Categorical Program Monitoring audit February 19 – 22, 2008 that we change our ELD program model to serve our elementary age English Learner (EL) students in their schools of attendance rather than sending them to one school in the community, a study of boundary changes and subsequent enrollments at various district sites was conducted.

Per Board Policy #5116, a committee was established to analyze potential boundary changes within the district. The committee consists of Mary Boyle, Assistant Superintendent, Education Services, Cathy Allen, Assistant Superintendent, Facilities & Maintenance Services, Ruben Ayala, Principal, First Street School and Heather Marcione, Facilities Planner. A meeting was held on February 29, 2008 to evaluate possible boundary changes. The following is a summary of the meeting.

Current enrollment at First Street School(FSS)	440		
FSS Students within FSS Attendance Boundary		128	
FSS Students on Intra-District Agreements into FSS		312	
FSS Students on Intra's for GATE Program			15
FSS Students on Intra's for SEI/ELD Program			297

First Street School's Attendance Boundary is very limited, currently capturing only 128 students. The boundaries need to be adjusted to include more students and to relieve the large student population at Creekside Oaks Elementary School (COES). COES currently has 610 students, with an additional 150 COES students attending FSS for SEI/ELD services.

Option 1: Expand FSS west boundary from current O Street to R Street.
Option 2: Expand FSS west boundary from current O Street to R Street, plus the south side of First Street.

	OPTION 1	OPTION 2
Students within the new FSS boundary.	321	418
Students on current intradistrict agreements out	- 32	- 32
Students on current intradistrict agreements in	+ 8	+ 8
$4^{th}/5^{th}$ (08-09) ELD intradistrict students stay at FSS (Younger siblings return to school of residence)	+80	+80
New expanded GATE Program intradistrict students	+35	+35
New intra's out (due to possible continuing PI status)	-35	-35
TOTAL	377	474

Per Board Policy the following factors were considered in evaluating each option:

1. School Enrollment Data
   a. The boundaries at First Street School (FSS) originally encompassed a great deal of what is now part of Foskett Ranch Elementary (FRE). Upon the opening of FRE the boundaries of FSS were drawn at Nicolaus to the North, O Street to the west, Moore Road to the South and Highway 65 to the east. Over time the population of FSS became more focused on English Learner students and enjoyed much success from a concentrated learning curriculum.
   b. The boundaries of FSS are considerably smaller than the rest of the schools in the district and have resulted in an unbalanced population; both in its overall density (due to its midtown location) and its high population of English Learners who enroll through intra-district transfers.
2. Facility Capacity/Residential and Commercial Developments
   a. Before FRE opened the population of FSS was approximately 635.
   b. Current capacity is approximately 506.
   c. Current enrollment is 440.
   d. There are no large residential or commercial developments known at this time that would have a major impact on the current capacity of FSS.
3. School Feeder Patterns
   a. All students attending FSS attend Glen Edwards Middle School for grades six through eight (unless otherwise authorized via an intra-district transfer).
4. Federal, State, or Court Mandates
   a. There are no federal, state, or court mandates requiring any change in attendance boundaries. However, during the recent CPM audit, the auditors mentioned that the high concentration of EL students from outside the FSS boundaries was a concern. The comments made during the CPM audit are what brought the attendance boundary discussion to its current level of proposed action.
5. Community Input
   a. A community meeting was held at FSS on March 5, 2008. Mary Boyle, Ruben Ayala, John Bliss, Principal, Carlin C. Coppin Elementary and Scott Leaman, Superintendent, presented the proposed boundary changes to the participants. The proposal was well received and the parents in attendance appeared to be supportive of the idea. If FSS continues to be considered a "Program Improvement School", options will be made available for

parents who decide to transfer to another school as required by state mandates.

b. A second meeting will be held at COES on Thursday, March 13th. The results of the meeting will be shared with the Board during the discussion of the item.

6. Student Safety
   a. The proposed boundaries of FSS will still fall within the range of the district's adopted ¾ mile rule whereby students who live within ¾ of a mile are considered "walkers." There may be a slight increase in parent drop-off and pick-up.
7. Transportation Capacity
   a. The proposed boundary adjustment will not have any impact on the capacity of the district's transportation.
8. Community and Neighborhood Identity
   a. The community and neighborhood identity has been fairly consistent over the years. The most recent change was immediately following the opening of FRE. Upon opening of FRE, FSS reclaimed its neighborhood school identity and expanded to become more of an English Learner center. With the proposed change in attendance boundaries, FSS, COES and CCC will continue their neighborhood identities, while serving English Learners in their neighborhoods.
9. Geographic Features
   a. The proposed boundary change is not affected by any geographic features of the district, which includes existing traffic patterns.
10. Education Programs (Magnet Schools and Charter Schools)
    a. First Street School is host to our Elementary Academy – our magnet elementary GATE/High Achiever program. That program will continue, and will actually expand from two classes to four in the coming year.
11. Consistency Between Municipal Boundaries and High School Boundaries
    a. The proposed boundary change remains consistent with the district's current high school attendance boundaries. Municipal boundaries are not affected.
12. Other Factors
    a. None that have been identified.

PROJECTIONS:

- FSS – Total enrollment 474 (up 34 students).

- COES – Gain approximately 30 (of 85) returning 1st, 2nd, 3rd grade EL students; 4th/5th EL students may stay at FSS. Need 2 classrooms – accommodated by current extra science room, extra STAR room; COES currently has 60 overflow intradistrict students from LCES who would be allowed to remain at COES. Total COES enrollment projected at 640 (up 30 students).

- CCC – Will gain 15 returning 1st, 2nd, 3rd grade EL students; 4th/5th CCC EL students may stay at FSS. CCC will also gain approximately 5 incoming EL kindergartners in their attendance area. Classroom space is available at CCC. CCC Projected enrollment is 414 (up 20 students).

Western Placer USD

Board Policy

BP 5116

Students

School Attendance Boundaries

The Board of Trustees shall establish school attendance boundaries in order to maximize the efficient use of district facilities and effective administration of district schools. The Superintendent or designee shall periodically review school attendance boundaries and, as necessary, make recommendations to the Board for boundary adjustments.

When reviewing school attendance boundaries, the Superintendent or designee shall consider the following factors:

1. School enrollment data, including declining enrollment patterns

2. Facility capacity and design, including potential commercial and residential developments

3. School feeder patterns, including maintaining, to the extent practicable, continuity of student attendance

4. Federal, state, or court mandates

5. Community input

6. Student safety

7. Transportation capacity

8. Community and neighborhood identity

9. Geographic features of the district, including traffic patterns

10. Educational programs, such as magnet schools and charter schools

(cf. 7160 - Charter School Facilities)

11. Consistency between municipal boundaries and high school boundaries

12. Other factors

(cf. 5116.1- Intradistrict Open Enrollment)

7.5

(cf. 5117 - Interdistrict Attendance)

Students residing in a community facilities district shall have priority, to the extent provided by law, for attendance at schools financed in whole or in part by the community facilities district. The degree of priority must reflect the proportion of each school's financing provided through the community facilities district. (Government Code 53312.7)

(cf. 7212 - Mello-Roos Districts)

In order to alleviate overcrowding, the Superintendent or designee may place some students in a school outside of their attendance area. Parents/guardians of students who are attending schools outside of their attendance area shall be notified of the school their child will be attending as soon as possible. If available, transportation shall be provided for such students.

(cf. 3541 - Transportation Routes and Services)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 District policies; rules and regulations

35291 Rules

35350 Transportation of students

35351 Assignment of students to particular schools

GOVERNMENT CODE

53311-53317.5 Establishment of community facilities district

CALIFORNIA CONSTITUTION

Article I, Section 31 Discrimination based on race, sex, color, ethnicity

COURT DECISIONS

Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275

Crawford v. Board of Education (1976) 17 Cal.3d 280

Jackson v. Pasadena City School District (1963) 59 Cal.2d 876

Management Resources:

WEB SITES

7.6

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

Policy WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007 Lincoln, California

7.7

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.**

AGENDA ITEM:

Adopt New School Attendance Boundaries For First Street School and Creekside Oaks Elementary School

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Cathy Allen, Assistant Superintendent
Facilities & Maintenance Services
Mary Boyle, Assistant Superintendent
Education Services

ENCLOSURES:

See Previous Agenda Item

MEETING DATE:

March 18, 2008

BACKGROUND:

Staff is proposing boundary changes that affect primarily affects First Street School and Creekside Oaks Elementary. A public hearing was held to solicit community input.

ADMINISTRATION RECOMMENDATION:

Staff is recommending the Board adopt the new attendance boundaries known as Option 2.

8.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

AGENDA ITEM:

Approve the FY 2007-08 Second Interim Report.

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Terri Ryland, Interim Assistant Superintendent, Business Services

ENCLOSURES:

Yes

BOARD MEETING DATE:

March 18, 2008

BACKGROUND:

The FY 2007-08 Second Interim Report will be presented to the Board of Trustees for review and discussion.

SUPERINTENDENT'S RECOMMENDATION:

Administration recommends the Board of Trustees approve the FY 2007-08 Second Interim Report as presented.

8.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:

Retention Policy Changes

AGENDA ITEM AREA:

Action

REQUESTED BY:

Mary Boyle

ENCLOSURES:

BP 5123
AR 5123

MEETING DATE:

March 18, 2008

BACKGROUND:

There are two suggested changes to Board Policy and Administrative Regulations regarding retention of students. The first change deals with notification of parents. Board policy currently requires four parental notifications during the year for students who are identified early in the school year as not making appropriate progress. The new language clarifies that four notifications are necessary regardless of when the student is identified as being at risk of retention. The second change clarifies that a student on a 504 plan must meet regular promotion recommendations unless exceptions are made through the 504 Team process.

ADMINISTRATION RECOMMENDATION:

Approve proposed Board Policy changes.

8.3

PROMOTION/ACCELERATION/RETENTION

The Board of Trustees expects students to progress through each grade level within one school year. To accomplish this, instruction should accommodate the variety of ways that students learn and include strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)
(cf. 6162.52 - High School Exit Examination)

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

As early as possible in the school year, the Superintendent or designee shall identify students who should be retained and who are at risk of being retained in accordance with law, Board policy, administrative regulation, and the following criteria.

Students shall be identified on the basis of grades and other indicators of academic achievement which may include local district assessments and standard-based tests.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5149 - At-Risk Students)

When any student in grades 2-9 is retained or recommended for retention, the Superintendent or designee shall offer programs of direct, systematic, and intensive supplemental instruction in accordance with Education Code 37252.2 and Board policy.

(cf. 6179 - Supplemental Instruction)

Legal Reference: (see next page)

PROMOTION/ACCELERATION/RETENTION (continued)

Legal Reference:

EDUCATION CODE
37252-37253.5 Supplemental instruction
41505-41508 Pupil Retention Block Grant
46300 Method of computing ADA
48011 Promotion/retention following one year of kindergarten
48070-48070.5 Promotion and retention
48431.6 Required systematic review of students and grading
56345 Elements of individualized education plan
60641-60648 Standardized Testing and Reporting Program
60850-60859 Exit examination
CODE OF REGULATIONS, TITLE 5
200-202 Admission and exclusion of students

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES
0900.90 Changes in Law Concerning Eligibility for Admission to Kindergarten 90-10
CDE PUBLICATIONS
Performance Level Tables for the California Standards Tests and the California Alternative Performance Assessment
Parental Agreement Form: Agreement for Pupil to Continue in Kindergarten
LEGISLATIVE COUNSEL'S OPINION
Promotion and Retention #21610
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov

8.3.2

PROMOTION/ACCELERATION/RETENTION

Acceleration from Kindergarten to First Grade

A student enrolled in kindergarten may be admitted to the first grade at the discretion of the Superintendent or designee and with the consent of the parent/guardian, upon determination that the child is ready for first-grade work. (Education Code 48011)

Admission shall be subject to the following minimum criteria: (5 CCR 200)

1. The student is at least five years of age.

2. The student has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.

3. The student is in the upper five percent of his/her age group in terms of general mental ability.

4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.

5. The parent/guardian of the student has filed a written statement with the school district approving the placement in first grade.

Continuation in Kindergarten

Students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the Superintendent or designee agree that the student shall continue in kindergarten for not more than one additional school year. (Education Code 48011)

Whenever a student continues in kindergarten for an additional year, the Superintendent or designee shall secure an agreement, signed by the parent/guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Education Code 46300)

Retention at Other Grade Levels

The Superintendent or designee shall require teachers to identify students who should be retained or who are at risk of being retained at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3

2. Between grades 3 and 4

3. Between grades 4 and 5

8.3.3

PROMOTION/ACCELERATION/RETENTION (continued)

4. Between grades 5 and 6

5. Between grades 6 and 7

6. Between grades 7 and 8

7. Between grades 8 and 9

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, language arts and mathematics shall be the basis for identifying students between grades 4 and 5, 5 and 6, 6 and 7, 7 and 8, and 8 and 9. (Education Code 48070.5)

(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)

Students shall be identified on the basis of either assessment results or grades and other indicators of academic achievement, as established by Board policy.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)

Performance Indicators

The following indicators of performance will be used as the minimum standard for promotion:

Elementary

- Promotion to third grade: An average grade of "two" (minimum) or better on the reading portion of the student's second grade report card.

- Promotion to fourth grade: An average grade of "two" (minimum) or better on the reading portion of the student's third grade report card.

- Promotion to fifth grade: An average grade of "two" (minimum) or better on the reading, language arts, and math portions of the student's fourth grade report card.

- Promotion to sixth grade: An average of "two" (minimum) or better on the reading, language arts, and math portions of the student's fifth grade report card.

PROMOTION/ACCELERATION/RETENTION (continued)

A grade of "two" (minimum) is determined by teacher which may include the following assessments:

- Curriculum Based Measurement linked to performance of "Basic" on the California Standards Test in language arts and/or math for grading period
- 65 percent correct on core standards based curriculum
- District approved assessments which include benchmarks for each grading period (e.g. CRLP, Lexile)

Middle Grades

- Promotion from sixth to seventh, seventh to eighth, and eighth to ninth grade. An average grade of "C" or better in language arts, and math and an overall grade point average of 2.0 or better on the student report card, or a score of "Proficient" on standards-based language arts and math tests. (District test on STAR)

If a student is identified as performing below the minimum standard for promotion, the student shall be retained in his/her current grade level unless the student's regular classroom teacher determines, in writing, that retention is not the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for interventions other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

If the teacher's recommendation to promote is contingent on the student's participation in a summer school or interim session remediation program, the student's academic performance shall be reassessed at the end of the remediation program, and the decision to retain or promote the student shall be reevaluated at that time. The teacher's evaluation shall be provided to and discussed with the student's parents/guardians and the principal before any final determination of retention or promotion. (Education Code 48070.5)

(cf. 6177 - Summer School)
(cf. 6179 - Supplemental Instruction)

Summer School Options

The summer school option will be offered to all sixth through eighth grade students that meet one of the following criteria:

- Attain a performance level of "Proficient" or high on end of year standards-based tests in language arts and math

8.3.5

PROMOTION/ACCELERATION/RETENTION (continued)

- Average grade of "C" (2.0) or better in language arts for the year
- Average grade of "C" (2.0) or better in math for the year
- Average grade of "C" (2.0) or better overall for the year

Promotion Of Students Based On Retention As Intervention

If the student's identified teacher(s) determines that retention is not the appropriate intervention for the student's academic deficiencies, the reasons must be specified in writing to the parent/guardian and administrator and must include recommendations for interventions other than retention that are necessary to assist the student to attain acceptable levels of student achievement. If the teacher's recommendation to promote is contingent upon the student's participation in a remedial program, the student's academic performance shall be reassessed at the end of the remediation program and the decision to retain or promote the student shall be reevaluated at that time.

Accommodations and Modifications

An accommodation is a change in the course, standard, test preparation, location, timing, scheduling, expectations, student response and/or other attribute which provide access for a student with a disability to participate in a course, standard or test, which does not fundamentally alter or lower the standard or expectation of the course, standard or test.

Special Needs Students

The local Board of Trustees has adopted policies for the promotion and retention of students. Promotion is based on the indicators of academic achievement, which are identified in this Administrative Regulation.

In most cases a student with special needs will be placed in the age appropriate grade. The IEP team shall consider whether the student can meet the district's academic achievement requirements for promotion. If the IEP team determines that the student can meet the district's academic achievement goals, the IEP team shall document that finding in the IEP and the student will be promoted or retained based on districtwide promotion and retention guidelines (identified in entirety in this AR 5123)

If the IEP team determines a student is unable to meet districtwide promotion standards due to the nature or degree of the disability the IEP team will develop an IEP which creates an exception to district requirements for promotion and retention in response to the effects of the disability. The IEP shall specifically state through the goals and objectives what the student is expected to meet in order to be promoted to the next grade level. In addition to setting goals and objectives for promotion, potential consequences will be documented in the IEP and discussed amongst the IEP team with regard to satisfying district requirements for graduation with a diploma.

8.3.6

PROMOTION/ACCELERATION/RETENTION (continued)

For a student on a 504 plan, any exception to standard promotion requirements must be clearly stated in the individual students 504 plan, as determined by members of the 504 team.

A modification is a change in the course, standard, test preparation, location, timing, scheduling, expectations, student response, and or other attribute which provide access for a student with a disability to participate in a course, standard or test, but which does fundamentally alter or lower the standard or expectation of the course, standard or test. (Freedman, 1999)

If the IEP team determines that a student requires accommodations or modifications in order to assist him or her in demonstrating progress, the IEP team shall specifically document the accommodations or modifications that will be made. The decision to include accommodations or modifications is to be made by the IEP team and shall be made on an individualized basis.

Retention of Special Needs Students

If a student with a disability fails to meet district promotion standards or individual promotion standards identified in the student's IEP, the district shall hold an IEP meeting to determine whether:

1. The current IEP appropriately provided for the student's needs

2. The manner of assessment, accommodations or modifications identified in the IEP were appropriate

3. The services required by the student to make progress were identified in the IEP and provided to the student

4. Assessments conducted were consistent with the IEP

5. Were the linguistic needs of English Language Learners appropriately identified?

Where a student with a disability is held to district academic achievement criteria and the student has been provided all of the services necessary (as determined by the IEP team) for the student to progress in the general education curriculum, the student may be retained based on the criteria for retention applied to other students.

Where a student with a disability has individualized achievement criteria identified on the student's IEP, the student may only be retained upon recommendation of the IEP team.

8.3.7

PROMOTION/ACCELERATION/RETENTION (continued)

Limited English Proficient/English Language Learners

The English Language Learner (ELL) student's English Learner Individualized Learning Plan (ELILP) is the determining factor for expected levels of performance and achievement. Students with an ELILP should be promoted or retained based on adherence to the ELILP goals and objectives. Generally, the goal of one performance level per year in language arts and one grade level per year in math will be the basis for goals on the ELILP. An ELILP may include accommodations that alter the mode of assessment in response to a student's English level. These accommodations must appear in the student's ELILP.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5- Student Assessment)

If a student is identified as performing below the minimum standard for promotion, the student shall be retained in his/her current grade level unless the student's identified teacher(s) determine, in writing, that retention is not the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for interventions other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

Special Education Students meeting Districtwide Promotion Criteria:

For areas included in the student's IEP, the student's special education teacher will serve as the identified teacher. For all other subject areas the principal or designees shall specify the teacher(s) responsible for the decision to promote or retain the student.

Special Education Students Requiring Individual Promotion Standards Determined by the IEP Team:

The IEP team will determine whether the student is retained based on the individualized promotion standards (goals and objectives) identified in the student's IEP.

An English Language Development/Bilingual/CLAD/SDAIE teacher will be the identified teacher for those students with a Bilingual Individualized Learning Plan.

When a student is identified as being at risk of retention, the identified teacher(s) shall so notify the student's parents/guardians as early in the school year as practicable. The student's parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

(cf. 5145.6 - Parental Notifications)

PROMOTION/ACCELERATION/RETENTION (continued)

Identification of Students at Risk of Retention

Site administrators are responsible for implementing the following process for early identification of students at risk of retention:

1. Parents/guardian will be notified of the retention policy and the contact information for the school staff members(s) they should call about concerns related to their child's academic progress. Parents/guardian should also be informed that if they have a concern at any time about the progress of their child, they should contact their school to schedule an appointment.

2. A plan will be written and signed between the parent/guardian, school and student (if appropriate) by the end of the first seven weeks for any second through eighth grade student at risk of retention. The plan will include specific intervention(s) to diminish the risk of retention. Interventions should include instructional program, but may include any factor contributing to the risk of retention.

3. If by the end of the first grading period a student is at risk of retention, a plan may be modified and parents notified to continue or adjust a remedial program or make other recommendations to alleviate the risk of retention. Some of the strategies may include but are not limited to: examining and altering current instructional strategies or materials, tutoring, change in schedule, or referral to support service.

4. If by ***the end of the second grading period*** ~~mid-year,~~ the student remains at-risk for retention, additional options may be considered including, but not limited to, referral to an alternative program for more intensive services or access to additional instructional time (during the day, extended day, Saturday). Parents/guardian will be informed in writing of any decisions and results.

5. Only when the interventions have been unsuccessful and student has not made sufficient academic progress during the course of the school year will the student be considered for retention. All potential retentions will be reviewed at the site level by the principal or designee with input from the parent/guardian. ***Parents will be notified a minimum of three times before a final retention determination is made, regardless of when the student was first identified as being at risk of retention.***

If the student does not have a single regular classroom teacher, the principal or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

When a student is identified as being at risk of retention, the Superintendent or designee shall so notify the student's parent/guardian as early in the school year as practicable. The student's

PROMOTION/ACCELERATION/RETENTION (continued)

parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide a copy of the district's promotion/retention policy and administrative regulation to those parents/guardians who have been notified that their child is at risk of retention.

Appeals

The teacher's decision to promote or retain a student may be appealed consistent with Board of Trustees policy, administrative regulation and law.

The burden shall be on the appealing party to show why the teacher's decision should be overruled. (Education Code 48070.5)

To appeal a teacher's decision, the appealing party shall submit a written request to the Superintendent or designee specifying the reasons that the teacher's decision should be overruled. The appeal must be initiated within 10 school days of the determination of retention or promotion.

The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 30 days of receiving the request, the Superintendent or designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent or designee may meet with the appealing party and the teacher. If the Superintendent or designee determines that the appealing party has overwhelmingly proven that the teacher's decision should be overruled, he/she shall overrule the teacher's decision.

The Superintendent or designee's determination may be appealed by submitting a written appeal to the Board within 15 school days. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal. The Board's decision may be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board, the Board may also meet with the appealing party, the teacher and the Superintendent/designee to decide the appeal. The decision of the Board shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

If the decision of the Board is unfavorable to the appealing party, he/she shall have the right to submit a written statement of objections which shall become part of the student's record.

8.3.10

PROMOTION/ACCELERATION/RETENTION (continued)

(cf. 1312 - Complaints Against the Schools)
(cf. 5125 - Student Records)
(cf. 5125.3 - Challenging Student Records)

Remedial Instruction

With the parent/guardian's consent, the Superintendent or designee may require a student in grades 2 through 9 who has been retained at grade level to participate in a program of direct, systematic and intensive supplemental instruction that meets the requirements of Education Code 37252. Such programs shall be offered during the summer, after school, on Saturdays and/or during intersessions. Services shall not be provided during the regular instructional day if it would result in the student being removed from classroom instruction in the core curriculum. (Education Code 37252.5)

(cf. 6177 - Summer School)
(cf. 6179 - Supplemental Instruction)

The Superintendent or designee shall seek the active involvement of parents/guardians and classroom teachers in the development and implementation of these supplemental instructional programs. (Education Code 37252.5)

In addition, the Superintendent or designee may provide supplemental instruction to students in grades 2 through 6 with low scores in mathematics, reading or written expression, in the following priority order: (Education Code 37252.5)

These services shall be provided to students in the following priority order: (Education Code 37252.5)

1. Students who have been recommended for retention or who have been identified as being at risk of retention pursuant to Education Code 48070.5 or district policy

2. Students who have been identified as having a deficiency in mathematics, reading or written expression based on the results of the tests administered under the Standardized Testing and Reporting program

This supplemental instruction program shall be developed in accordance with the requirements of Education Code 37252.7

If a special education student attends a district remedial summer school program, the district shall hold an IEP meeting to determine the supports and/or services the student will need to benefit from the program. (Education Code 37252.5)

Regulation approved: September 4, 2007

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.3.11

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:

Uniform Complaint Procedures

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Mary Boyle

ENCLOSURES:

Board Policy & AR 1312

MEETING DATE:

March 18, 2008

BACKGROUND:

The WPUSD Uniform Complaint Procedures Administrative Regulations is being updated to be compliant with state requirements.

ADMINISTRATION RECOMMENDATION:

Approve Administrative Regulations 1312 changes.

8.4

wp/rk/factform

UNIFORM COMPLAINT PROCEDURES

The Board of Trustees recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4620)

The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (5 CCR 4610)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Vocational Education)
(cf. 6200 - Adult Education)

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments shall be investigated pursuant to the district's Williams uniform complaint procedure (AR 1312.4).

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

8.4.1

UNIFORM COMPLAINT PROCEDURES (continued)

The Board acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

Legal Reference: (see next page)

8.4.2

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedure
35186 Williams uniform complaint procedure
41500-41513 Categorical education block grants
48985 Notices in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
52160-52178 Bilingual education programs
52300-52499.6 Career-technical education
52500-52616.24 Adult schools
52800-52870 School-based coordinated programs
54000-54028 Economic impact aid programs
54100-54145 Miller-Unruh Basic Reading Act
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56885 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
PENAL CODE
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
6301-6577 Title I basic programs
6601-6777 Title II preparing and recruiting high quality teachers and principals
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/offices/OCR

8.4.3

Policy
adopted: September 4, 2007

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

UNIFORM COMPLAINT PROCEDURES

Compliance Officers

The Board of Trustees designates the following compliance officer to receive and investigate complaints and to ensure district compliance with law:

Assistant Superintendent of Human Services
Western Placer Unified School District
810 J Street
Lincoln, CA 95648
916-645-6350

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

Notifications

The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The Superintendent or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR 4622)

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints

2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable

3. Advise the complainant of the appeal process pursuant to Education Code 262.3, including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies

UNIFORM COMPLAINT PROCEDURES (continued)

4. Include statements that:

   a. The district is primarily responsible for compliance with state and federal laws and regulations

   b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline

   c. An unlawful discrimination complaint must be filed not later than six months from the date the alleged discrimination occurs, or six months from the date the complainant first obtains knowledge of the facts of the alleged discrimination

   d. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 days of receiving the district's decision

   e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision

(cf. 5145.6 - Parental Notifications)

Procedures

The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the district. (5 CCR 4630)

The school shall have a complaint form available for such Williams identified complaints. [T5CCR 4680, T5CCR 4621] The complaint need not use the Williams complaint form to file a complaint. [T5CCR 4680]

8.4.5

UNIFORM COMPLAINT PROCEDURES (continued)

A complaint alleging unlawful discrimination shall be initiated no later than six months from the date when the alleged discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. (5 CCR 4630)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step 2: Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint. (5 CCR 4631)

8.4.6

UNIFORM COMPLAINT PROCEDURES (continued)

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

The district's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Step 4: Response

Within 30 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the district's initial receipt the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

If Section 48985 of the Education Code is applicable, the response, if requested, and report shall be written in English and the primary language in which the complaint was filed. [EC 35186]

Step 5: Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The district's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

8.4.7

UNIFORM COMPLAINT PROCEDURES (continued)

The decision shall include:

1. The findings of fact based on the evidence gathered (5 CCR 4631)

2. The conclusion(s) of law (5 CCR 4631)

3. Disposition of the complaint (5 CCR 4631)

4. Rationale for such disposition (5 CCR 4631)

5. Corrective actions, if any are warranted (5 CCR 4631)

6. Notice of the complainant's right to appeal the district's decision within 15 days to the CDE and procedures to be followed for initiating such an appeal (5 CCR 4631)

7. For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies (Education Code 262.3)

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE within 15 days of receiving the district's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint

UNIFORM COMPLAINT PROCEDURES (continued)

2. A copy of the decision

3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision

4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties and gathered by the investigator

5. A report of any action taken to resolve the complaint

6. A copy of the district's complaint procedures

7. Other relevant information requested by the CDE

The CDE may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists, including cases in which the district has not taken action within 60 days of the date the complaint was filed with the district.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

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 AREA:

Tentative Agreement Between
WPUSD and WPTA

AGENDA ITEM:

Action

REQUESTED BY:

Bob Noyes
Assist. Superintendent, Personnel Services

ENCLOSURES:

Yes (2)

MEETING DATE:

March 18, 2008

BACKGROUND:

A tentative agreement has been reached between WPUSD and WPTA regarding Article XV – Work Year – 2008/2009.

ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustees approve the Tentative Agreement between WPUSD and WPTA.

Bdfactsheetnew

8.5

TENTATIVE AGREEMENT

Tentative agreement has been reached between the District and the Association on Article XV, Work Year.

The following Article has been agreed upon:

Article XV-Work Year-2008-09

Staff Start Day:	**August 14, 2008**
Staff Stop Day:	**June 5, 2009**
NON ADA Days:	**August 14, 2008 (district),** **August 15, 2008 (1/2 site, 1/2 Teacher),** **August 18, 2008 (Teacher).**
Zero Days:	**November 24 and 25, 2008** **February 18, 19, and 20, 2009**

W.P.T.A. Negotiations Chair

W.P.U.S.D. Designee

2/5/08
Date

2-5-08
Date

Date Ratified by W.P.T.A. Members

Date Adopted by Board

8.5.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

2008-2009 Student/Teacher Calendar

JULY 2008

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST 2008

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	(19)	20	21	22
25	26	27	28	29

SEPTEMBER 2008

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER 2008

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER 2008

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

DECEMBER 2008

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JANUARY 2009

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY 2009

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH 2009

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL 2009

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

MAY 2009

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JUNE 2009

M	T	W	T	F
1	2	3	4	[5]
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DATES TO REMEMBER:

⬭ First Day of School for Students	August 19th
☐ Last Day of School for Students	June 5th
District In-service Day	August 14th
Site/Teacher Day (1/2 Site, 1/2 Teacher)	August 15th
Teacher Day	August 18th

SCHOOL NOT IN SESSION:

Independence Day	July 4th
Labor Day	September 1st
Veterans' Day	November 11th
Thanksgiving Break	November 24-28th
Winter Break-Christmas	December 22-Jan. 2nd
Martin Luther King, Jr. Day	January 19th
President's Week	February 16th-20th
Spring Break	April 6th-10th(Easter 4/12/08)
Memorial Day	May 25th

PUPIL DAYS

August = 9	February = 15
September = 21	March = 22
October = 23	April = 17
November = 14	May = 20
December = 15	June = 5
January = 19	***TOTAL PUPIL DAYS = 180***

TOTAL TEACHER DAYS = 183

- First Trimester ends on 11/14/08
- Second Trimester ends on 03/06/09
- Third Trimester ends on 06/05/09

__ = Legal Holiday

▒ = Student Recess

( ) = District Day

▓ = Zero Days

Minimum Days: ▒

Oct, 2, 3rd/Nov 10, 12, 13, 14th

Dec 19th

March 6th/June 3, 4, 5th

Early Release Mondays: ▓

(*Early release time is 1:30 p.m.*)

Adopted:

8.5.2

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

AGENDA ITEM:

INFORMAL BIDDING ACT

SUBJECT AREA:

Discussion/Action

REQUESTED BY:

Cathy Allen, Assistant Superintendent
Facilities & Maintenance Services

ENCLOSURES:

Yes/Resolution No. 07/08.15

MEETING DATE:

March 18, 2008

BACKGROUND:

In light of the Attorney General's ruling with regard to "Piggyback Agreements" it has become extremely difficult to design, bid, and build small special projects in a timely manner. The California Legislature passed the California Uniform Public Construction Cost Accounting Act (Public Contract Code 22000 *et. seq.*) to promote uniformity of bidding procedures and cost accounting standards on projects performed or contracted by public entities in the State. The Act is a great tool for school districts and other public agencies that want to:

- Raise their bidding thresholds to 30,000;
- Simplify the bidding process for projects valued at less than $125,000;
- Increase the likelihood of receiving bids from responsible contractors; and
- Minimize limits on using school district employees for public works.

Only public entities that have adopted the Act by resolution and have notified the State Controller of that election may use the procedures.

ADMINISTRATION RECOMMENDATION:

Staff recommends the Board of Trustees approve Resolution No. 07/08.15 and direct staff to implement the "Informal Bidding Act."

8.6

BEFORE THE GOVERNING BOARD OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT

In the Matter of: Resolution No. 07/08.15

A RESOLUTION FOR THE WESTERN PLACER UNIFIED SCHOOL DISTRICT ELECTING TO BE SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("INFORMAL BIDDING ACT")

WHEREAS, the Uniform Public Construction Cost Accounting Act ("Act"), located at Public Contract Code section 22000 *et seq.*, authorizes California local agencies to utilize less formal bidding procedures for public works and maintenance projects valued at less than $125,000;

WHEREAS, the Act requires California local agencies to implement uniform cost accounting standards to track the cost of certain public works [and maintenance] projects which they perform with their own employees;

WHEREAS, the California Uniform Construction Cost Accounting Commission ("Commission") has developed mandatory procedures for bidding all public works projects subjected to the Act;

WHEREAS, the Commission has developed optional procedures for bidding maintenance projects subject to the Act; and

WHEREAS, the Commission has developed mandatory procedures for tracking the cost of projects performed with the School District's own employees;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Western Placer Unified School District as follows:

1. The School District hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting and bidding procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each be amended from time to time.

2. This Resolution shall take effect upon its adoption.

3. The Clerk of the Governing Board is hereby directed to notify the State Controller forthwith of this election.

8.6.1

PASSED AND ADOPTED by the Western Placer Unified District School Board, at a regular meeting held on March 18, 2008 by the following vote on roll call:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

_____
Paul Carras, Board President

Attest: _____
Scott Leaman, Secretary to Board

8.6.2