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


## MEMBERS OF THE GOVERNING BOARD

Kris Wyatt – President
Damian Armitage – Vice President
Criste Freymond – Clerk
Jason Price – Member
April Nitsos – Member

## DISTRICT ADMINISTRATION

Kerry Callahan, Superintendent
Scott Pickett, Assistant Superintendent of Educational Services
Cliff De Graw, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations

| | STUDENT ENROLLMENT | | |
|---|---|---|---|
| **School** | **2019-2020 CALPADS** | **9/1/2021** | **10/6/2021** |
| Sheridan Elementary (K-5) | 64 | 66 | 67 |
| First Street Elementary (K-5) | 447 | 393 | 392 |
| Carlin C. Coppin Elementary (K-5) | 441 | 396 | 393 |
| Creekside Oaks Elementary (K-5) | 609 | 443 | 444 |
| Twelve Bridges Elementary (K-5) | 652 | 650 | 650 |
| Foskett Ranch Elementary (K-5) | 412 | 335 | 334 |
| Lincoln Crossing Elementary (K-5) | 698 | 408 | 410 |
| Scott Leaman Elementary (K-5) | | 479 | 480 |
| Glen Edwards Middle School (6-8) | 869 | 808 | 807 |
| Twelve Bridges Middle School (6-8) | 830 | 855 | 852 |
| Lincoln High School (9-12) | 2,071 | 1,660 | 1,643 |
| Twelve Bridges High School (9-10) | | 567 | 568 |
| Phoenix High School (10-12) | 84 | 123 | 127 |
| Atlas (K-12) (new 2019-2020) | 40 | 86 | 88 |
| SDC Program (18-22) | 11 | 18 | 17 |
| Non-Public Schools | 31 | 30 | 30 |
| **TOTAL** | **7259** | **7,317** | **7,302** |

| **SDC Pre-School** | |
|---|---|
| Foskett Ranch | 10 |
| First Street/LIP | 41 |
| SLE | 17 |

**GLOBAL DISTRICT GOALS**

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

# Western Placer Unified School District

Regular Meeting of the Board of Trustees

## November 16, 2021

Lincoln High School – Performing Arts Theater

790 J Street, Lincoln, CA 95648

# AGENDA

**2021-2022 Goals & Objectives (G & 0) for the Management Team: Component I:** Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

Per Placer County Public Health's (PCPH) and California Department of Public Health's (CDPH) recent health warning, **masks are required indoors** for all individuals, regardless of vaccination status, in K-12 school settings. Therefore, **masks will be required by all** in order to enter the School Board Meeting.

**ANNOUNCEMENT:** Should this Board Meeting encounter any security breech or inappropriate issues, the meeting will be ended immediately.

**6:00 P.M. START**

1. **CALL TO ORDE/ROLL CALL** – Lincoln High School – Performing Arts Theater

2. **COMMUNICATION FROM THE PUBLIC**

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

**6:05 P.M.**

3. **CLOSED SESSION** – Lincoln High School – Room 72

**3.1 CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Kerry Callahan, Superintendent
~Scott Pickett, Assistant Superintendent of Educational Services
~Cliff De Graw, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

**3.2 PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

**3.3 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**

Student Discipline – Stipulated Expulsion Student #21-22-A

**7:00 P.M.**

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

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

**4.2** ***Page 10*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

**4.3** ***Page 11*** **- STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
Student Discipline – Stipulated Expulsion Student #21-22-A

**5.** ***Page 13-29*** **- CONSENT AGENDA**

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

5.1 Certificated Personnel Report
5.2 Classified Personnel Report
5.3 Ratification of Contract between Props Tree & Landscape, Inc. and Western Placer Unified School District
5.4 Ratification of Contract with Coach USA – All West and Western Placer Unified School District
5.5 Approve Location Agreement between WhitSnacks Healthy Vending and Western Placer Unified School District/Twelve Bridges High School
5.6 Temporary Increase in Certificated Substitute Compensation Rates
5.7 Student Discipline – Stipulated Expulsion Student #21-22-A
***Roll call vote:***

**6. REPORTS & COMMUNICATION**
- Lincoln High School Student Advisory – Ariana Dolan
- Twelve Bridges High School Student Advisory – Kylie Linthicum
- Western Placer Teacher's Association – Tim Allen
- Western Placer Classified Employee Association – Jim Houck
- Superintendent – Kerry Callahan

**7. ♦ACTION ♦DISCUSSION ♦INFORMATION**

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

**7.1 Discussion/ Action** *Page 31* – **MUTUAL SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD) AND THE WESTERN PLACER TEACHERS' ASSOCIATION (WPTA) – De Graw** (*21-22 G & O Component I, II, III, IV, V)*

**7.2 Discussion/ Action** *Page 33* – **CONSIDER APPROVAL OF TENTATIVE AGREEMENT (TA) BETWEEN WESTERN PLACER UNIFIED (WPUSD) AND THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA): CHAPTER #741– De Graw** (*21-22 G & O Component I, II, III, IV, V)*

**7.3 Action** *Page 49* – **ADOPTION OF REVISED/NEW/EXHIBITS/POLICIES/ REGULATIONS – Callahan** *(21-22 G & O Component I, II, III, IV, V)*

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

- BP 0420.42 – Charter School Renewal
- BP 3110 – Transfer of Funds
- BP/AR 3230 – Federal Grant Funds
- AR 3311.2 – Lease-Leaseback Contracts (New Policy)
- AR 3311.3 – Design–Build Contracts (New Policy)
- AR 3320 – Claims and Actions Against the District
- BP 3452 – Student Activity Funds
- BP/AR 3515.3 – District Police/Security Department
- BP 7210 – Facilities Financing

**8. COMMUNICATION FROM THE PUBLIC**

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**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.

- **School Safety**
- **Health**
- Lee (Leland) Basham – naming of theater at LHS

### 9.2 BOARD MEMBER REPORTS/COMMENTS

## 10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **December 7, 2021** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room
- **December 21, 2021** 7:00 P.M., Annual Organizational Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

## 11. ADJOURNMENT

Accommodating Those Individuals with Special Needs:
In compliance with the Americans with Disabilities Act, the Western Placer Unified School District encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the Office of the Superintendent, at (916) 645-6350 at least 48 hours in advance of the meeting you wish to attend so that we may make every reasonable effort to accommodate you, including auxiliary aids or services.

Posted: 111021
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# DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

# Western Placer Unified School District
## CLOSED SESSION AGENDA

Place: **Lincoln High School – Room 72**
Date: **Tuesday, November 16, 2021**
Time: **6:05 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

**3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

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

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

**9. CONFERENCE WITH LABOR NEGOTIATOR**

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

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

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

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

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

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

**SUBJECT:**
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Kerry Callahan, Superintendent
Scott Pickett, Assistant Superintendent of Educational Services
Cliff De Graw, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent Business and Operations

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

**REQUESTED BY:**
Kerry Callahan
Superintendent

**ENCLOSURES:**
No

**DEPARTMENT:**
Personnel

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

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

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

## ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

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

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

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

**AGENDA ITEM AREA:**
Closed Session

**REQUESTED BY:**
Cliff De Graw
Assistant Superintendent

**ENCLOSURES:**
No

**DEPARTMENT:**
Personnel

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

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
Yes

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## BACKGROUND:

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

## RECOMMENDATION:

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

wp/rk/factform

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

| **MISSION STATEMENT**: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. |
|---|
| 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**<br>2. **Foster a safe, caring environment where individual differences are valued and respected.**<br>3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**<br>4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**<br>5. **Promote student health and nutrition in order to enhance readiness for learning.** |

**SUBJECT:**
Student Discipline
Stipulated Expulsion Student:
Student #21-22-A

**AGENDA ITEM AREA:**
Closed Session

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

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Administration

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

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

The Board of Trustees will discuss, and disclose any action under consent regarding the Stipulated Expulsion of Student #21-22-A.

## RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken on the Stipulated Expulsion of Student #21-22-A.

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

**SUBJECT:**
Certificated Personnel Report

**AGENDA ITEM AREA:**
Consent

**REQUESTED BY:**
Cliff De Graw
Assistant Superintendent of Personnel Services

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Personnel

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

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

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

## RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**
**PERSONNEL REPORT**

**November 16, 2021**

**CERTIFICATED/MANAGEMENT**

**NEW HIRES:**

1. Name: Skyeler Tang
   Position: School Counselor
   FTE: 1.0 FTE
   Effective: November 15, 2021
   School Site: Glen Edwards Middle School

**REQUEST FOR UNPAID LEAVE OF ABSENCE:**

1. Name: Lori Wilder
   Position: Speech and Language Pathologist
   FTE: .8 FTE
   Effective: December 15, 2021 – December 17, 2021
   School Site: ECAT

**REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS):** None

**TRANSFERS:** None

**RESIGNATIONS:**

1. Name: Lindsay Gonzalez
   Position: 5th Grade Teacher
   FTE: 1.0 FTE
   Effective: November 8, 2021
   School Site: Twelve Bridges Elementary School
2. Name: Reynaldo Cubias
   Position: Elementary Principal
   FTE: 1.0 FTE
   Effective: November 26, 2021
   School Site: First Street Elementary School

**RETIREMENTS:** None

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

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

**SUBJECT:**
Classified Personnel Report

**AGENDA ITEM AREA:**
Consent Agenda

**REQUESTED BY:**
Cliff De Graw
Assistant Superintendent of Personnel Services

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Personnel

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

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

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

## RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**
**PERSONNEL REPORT**

**November 16, 2021**

**CLASSIFIED/MANAGEMENT**

**NEW HIRES:**

1. Name: Edgar Mendoza
   Position: Custodian/Groundsman
   FTE: 8.0 hours
   Days: 12 Months
   Effective: November 03, 2021
   Site: First Street Elementary

2. Name: Rengin Yildiz
   Position: Technology Data Specialist
   FTE: 8.0 hours
   Days: 12 Months
   Effective: November 03, 2021
   Site: Tech Department

3. Name: Sara Casebolt
   Position: Health Clerk
   FTE: 3.0 hours
   Days: 10 Months
   Effective: November 08, 2021
   Site: Scott M. Leaman Elementary

4. Name: Destiny Fugett
   Position: Middle School Food Service Lead
   FTE: 5.0 hours
   Days: 10 Months
   Effective: November 08, 2021
   Site: Twelve Bridges Middle

5. Name: Cristina Cisneros
   Position: Food Service Assistant
   FTE: 3.0 hours
   Days: 10 Months
   Effective: November 08, 2021
   Site: Glen Edwards Middle

6. Name: Corynn Barton
   Position: Instructional Aid
   FTE: 2.0 hours
   Days: Short Term
   Effective: November 08, 2021-June 10, 2022
   Site: Carlin C Coppin Elementary

**TRANSFER/PROMOTIONS:**

1. Name: Sandra Hackbarth
   Position: Ed Services Technician
   FTE: 8.0 hours
   Days: 12 Months
   Effective: November 01, 2021
   Site: District Office

2. Name: Justyne Ruiz
   Position: Paraprofessional
   FTE: .42 hours
   Days: 10 Months
   Effective: November 15, 2021
   Site: Lincoln Crossing Elementary

**ADDITIONAL POSITION/INCREASE OF HOURS:**

1. Name: Laura Winston
   Position: Campus/Cafeteria Supervisor
   FTE: 2.34 hours
   Days: 10 Months
   Effective: November 01, 2021
   Site: Twelve Bridges Elementary

2. Name: Colleen Hill
   Position: Campus/Cafeteria Supervisor
   FTE: 1.75 hours
   Days: 10 Months
   Effective: November 01, 2021
   Site: Twelve Bridges Elementary

3. Name: Maria Granillo
   Position: Paraprofessional
   FTE: 6.5 hours
   Days: 10 Months
   Effective: November 01, 2021
   Site: Twelve Bridges High School

4. Name: Kerstin Williams
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: Short Term
   Effective: November 01, 2021-June 10, 2022
   Site: Lincoln Crossing Elementary

5. Name: Jennifer Hess
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: Short Term
   Effective: November 08, 2021-June 10, 2022
   Site: Scott M. Leaman Elementary

6. Name: Justyne Ruiz
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: Short Term
   Effective: November 15, 2021-June 10, 2022
   Site: Lincoln Crossing Elementary

**REHIRE: None**

**REQUEST FOR LEAVE OF ABSENCE (Maternity Leave):**

1. Name: Marisa Utterback
   Position: Campus/Cafeteria Supervisor
   FTE: 2.0 hours
   Effective: November 01, 2021-January 10, 2022
   Site: Twelve Bridges Middle

**REQUEST FOR LEAVE OF ABSENCE: None**

**RESIGNATIONS:**

1. Name: Justyne Ruiz
   Position: Food Service Assistant
   Effective: November 15, 2021
   Site: Twelve Bridges Middle

**RETIREMENTS: None**

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

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

## DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

**SUBJECT:**

Ratify Contract between
Props Tree & Landscape, Inc. and Western
Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Routine Repair and Maintenance funds

**MEETING DATE:**

November 16, 2021

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is between Props Tree & Landscape, Inc. and Western Placer Unified School District for tree removal at Lincoln High School. The fee of $1,820.00 will be paid with Routine Repair and Maintenance funds.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract between Props Tree & Landscape, Inc. and Western Placer Unified School District.

PROPS
TREE & LANDSCAPE, INC.

**PROPOSAL/CONTRACT**

| | |
|---|---|
| **Job Name:** | Western Placer Unified School District 20211026 |
| **Proposed By:** | Robert Props |
| **Bid Date:** | 10/26/2021 |

4068 Cincinnati Avenue, Rocklin CA 95765 | 916-923-2507 | www.propstreecare.com | CSLB # 667419

**CUSTOMER**

**Western Placer Unified School District**

**810 J Street**
**Lincoln, CA 95648**

**Mobile:** 916-206-4492
**Work:** 916-434-5000

**Fax:** 916-645-4016
**Email:** ljodrey@wpusd.org

**Work Site:**
Lincoln High School

790 J Street
Lincoln, CA 95648

| # | ITEM | SERVICE DESCRIPTION | COST |
|---|---|---|---|
| 1 | **Ash** | Remove (1) Hazardous Ash tree near Classroom #2 as follows:<br>1. Remove tree in sections to cut tree as close to ground as conditions/equipment will allow, using proper rigging techniques.<br>2. Haul all wood from work area.<br>3. Chip and remove all limb debris from work site. | $1,520.00 |
| 2 | **Ash** | Grind (1) Ash stump at classroom #2 as follows:<br>1. Grind stump approx. 8 inches below ground.<br>2. Grind an area of approx. 6 feet x 6 feet.<br>3. Back fill all mulch debris in hole from where the stump was located.<br>4. Clean up the work area upon job completion.<br>5. Regarding underground pipes (See Terms and Conditions 13.C) | $300.00 |

**JOB TOTAL**

**Subtotal:** $1,820.00
**Discount:**

*PAYMENT TERMS: DUE UPON COMPLETION*
*Payment is due upon job completion. (See Terms and Conditions 16).*
*Proposal Expires in 30 days.*

**Total: $1,820.00**

**ACCEPTANCE OF PROPOSAL**

All of the above work shall be completed in a workmanlike manner and in accordance to the standards set forth by the American National Standard Institute (ANSI) A300 for tree care unless otherwise noted. You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started. By signing below, you agree to the above scope of work and costs thereof and hereby authorize Props Tree & Landscape, Inc. to furnish all labor and materials so required to complete the work so mentioned, which you will accept full responsibility for monies due and payable in the amount so agreed in said proposal/contract, and according to the attached Terms and Conditions.

| Accepted By: Customer Signature | Date | Props Tree & Landscape, Inc. | Date |
|---|---|---|---|
| | 10/29/21 | | 10/26/2021 |

**Thank you for allowing us to provide you a proposal!**

Audrey Kilpatrick
Director of Facilities and Operations

**"MECHANICS LEIN WARNING"**

'Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim made against your property and recorded with the county recorder. This notice is not a lien. The purose of this notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he/she is not paid." For ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-2752.

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

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

**SUBJECT:**

Ratification of Contract with Coach USA – All West and Western Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

School Site Title 1

**MEETING DATE:**

November 16, 2021

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for transportation services with Coach USA – All West for students and teachers at First Street School for a field trip to Mission San Francisco de Solano in Sonoma, CA on March 11, 2022. The cost of the services is $3,385.40 and will be funded with School Site Title 1 funds.

**RECOMMENDATION:**

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

# CONFIRMATION

| | |
|---|---|
| Charter ID | 86460 |
| Movement ID | 97372 |
| Move Date | 03/11/2022 |
| ClientID | FIST001 |
| Phone | (916) 645-6330 |
| Contact | |
| Customer | FIRST STREET SCHOOL<br>ATTN: TRACY PELLEGRINO<br>1400 FIRST STREET<br>LINCOLN, CA 95648 |
| Group Name | |


**Coach USA - All West**
**7701 Wilbur Way**
**Sacramento, CA 95828**
**Phone: (916) 423-4000**
**Fax: (916) 689-5926**


**Salesperson:** Tammy Walker

| | |
|---|---|
| Spot Time | 3/11/22 6:45 am |
| Depart Time | 3/11/22 7:00 am |
| First Pickup | 1400 FIRST ST, LINCOLN, CA |
| Arrival | 3/11/22 9:00 am |

| | |
|---|---|
| Destination | 363 3RD STREET WEST, SONOMA, CA |
| Leave Time | 3/11/22 2:45 pm |
| Back Time | 3/11/22 5:00 pm |

**First Pickup Instructions**
FIRST STREET SCHOOL

**Destination Instructions**
SONOMA STATE HISTORIC PARK

**SPAB**
**DVD PLAYERS**

## VEHICLES

| Seats | Vehicle Description | Vehicle ID | |
|---|---|---|---|
| 56 | 56 Coach | | $1,692.70 |
| 56 | 56 Coach | | $1,692.70 |
| | **Vehicle Total including PUC Tax if applicable** | | **$3,385.40** |
| | **Movement Total** | | **$3,385.40** |

**Payment Terms:** Payment is due 14 days after completion of charter
**Deposit Requirements:** Please provide copy of purchase order

***Please sign and return one copy of this agreement to confirm your order. Agreement includes terms on the reverse side. Should you need to change or cancel this reservation please call the charter department at All West Coachlines, 916-423-4000.***

**Signature:** _____ **Title:** Audrey Kilpatrick, Asst Supt of Business Svs and Operations **Date:** 11/3/21

# GENERAL TERMS AND CONDITIIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2021

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

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

| | | |
|---|---|---|
| PRODUCER: Aon Risk Services Southwest, Inc.<br>PO Box 3870<br>Little Rock, AR 72203<br><br>www.aon.com | CONTACT NAME: Aon Risk Services Southwest, Inc.<br>PHONE (A/C, No, Ext): 501-374-9300 FAX (A/C, No):<br>E-MAIL ADDRESS: certificaterequest@aon.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Greenwich Insurance Company | 22322 |
| INSURED<br>All West Coachlines, Inc.<br>7701 Wilbur Way<br>Sacramento CA 95828 | INSURER B: Momentum Risk Retention Group, Inc. | 16626 |
| | INSURER C: XL Insurance America, Inc. | 24554 |
| | INSURER D: National Fire & Marine Insurance Co | 20079 |
| | INSURER E: Lloyd's Syndicate No. 1225 | AA1127225 |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 64844045 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☑ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>✓ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | RGD943765108 | 8/1/2021 | 8/1/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000<br>$1,000,000<br>$Excluded<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | RRG26224872 | 10/1/2021 | 8/1/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $5,000,000<br>$<br>$<br>$<br>$ |
| D | ✓ UMBRELLA LIAB ✓ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ✓ RETENTION $ 25,000 | | | 92SRD307172/1205853 | 5/1/2021 | 5/1/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $15,000,000<br>$15,000,000<br>$ |
| C<br>C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | RWR943541309<br>RWD943541209 | 8/1/2021 | 8/1/2022 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| E | Excess Auto Liability | | | CSUSA1604156 | 5/1/2021 | 5/1/2022 | $5,000,000 Each Occurrence<br>$10,000,000 Annual Aggregate | |

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

Western Placer Unified School District is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

**CERTIFICATE HOLDER**

Western Placer Unified School District
600 Sixth St, Suite 400
Lincoln CA 95648

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.
Aon Risk Services Southwest, Inc.

Aon Risk Services

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

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

**SUBJECT:**
Approve Location Agreement between WhitSnacks Healthy Vending and Western Placer Unified School District/Twelve Bridges High School

**AGENDA ITEM AREA:**
Consent

**REQUESTED BY:**
Audrey Kilpatrick
Assistant Superintendent, Business and Operations

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Business Services

**FINANCIAL INPUT/SOURCE:**
None

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

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**BACKGROUND:**

The attached agreement between WhitSnacks Healthy Vending and Western Placer Unified School District is to place one Healthy Vending Machine in the Twelve Bridges High School staff breakroom. There is no cost related to the placement of this vending machine.

**RECOMMENDATION:**

Administration recommends the Board approve the location agreement between WhitSnacks Healthy Vending and Western Placer Unified School District.

# LOCATION AGREEMENT

This agreement is entered into the 26th day of October, 2021 by and between Western Placer Unified School District (hereinafter called "Location") and WhitSnacks Healthy Vending (hereinafter called "Vendor").

1. Location hereby agrees to provide space for 1 (one) Healthy Vending Machine free of conflict with similar or same equipment.
2. Machine will be placed under a 60-day free trial. Whether or not you continue with the service, there is never any cost to your company at any time, other than the electricity necessary to power the unit.
3. Location agrees to use all reasonable efforts to protect Machine while on provided space and to notify Vendor of any theft, abuse or any other damages.
4. In the event of business closure or move, Location will inform Vendor at least seven (7) days prior to close of the location.
5. This agreement can be cancelled by either party by giving fourteen (14) days notice. Vendor may take possession and remove his/her equipment for cause and in his/her best interest.
6. Said Machine is and shall remain the sole property of the Vendor and therefore Vendor agrees to maintain and service equipment as required, unless otherwise agreed to by both parties.
7. Vendor agrees to keep the Machine adequately filled and properly maintained.
8. The products offered in the Machine will be determined by the Vendor based on the most popular selling products in the area, the sales of new products placed in the Machines and feedback from the Location.

**Location**

Organization Name: Western Placer Unified School Dist.

Contact: Nora Davis

Street Address: 2360 Fieldstone Drive

City, State, Zip: Lincoln, CA 95648

Phone Number: (916) 409-2635/ (916) 409-2631

Email: ndavis@wpusd.org

Agreed to by Location Owner or Manager:

Audrey Kilpatrick
Asst Supt of Business Svs and Operations

Print Name

Signature

**Vendor**

Company Name: WhitSnacks Healthy Vending

Contact: Dr. Kip & Judy Whitnack

Street Address: 6724 Pecan Avenue

City, State, Zip: Orangevale, CA 95662

Phone Number: (916) 549-5552

Email: Judy@WhitSnacks.com

Agreed to by Vendor:

Kenneth G. Whitnack
Print Name

Signature

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

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

**SUBJECT:**
Temporary Increase in Certificated Substitute Compensation Rates

**AGENDA ITEM AREA:**
Consent

**REQUESTED BY:**
Cliff De Graw
Assistant Superintendent of Personnel Services

**ENCLOSURES:**
Revised Certificated Substitute Compensation Rates

**DEPARTMENT:**
Personnel

**FINANCIAL INPUT/SOURCE:**
ESSER III/General Fund

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

The district is currently experiencing a shortage of certificated substitutes. As part of the district's recruitment and retention strategy, and in order to remain competitive locally, a temporary increase in certificated substitute compensation rates for the 2021-2002 school year, effective 10/26/2021, is being recommended.

## RECOMMENDATION:

Administration recommends that the Board of Trustees approve the temporary increase in certificated substitute compensation rates.

Western Placer Unified School District

# Certificated Substitute Compensation Rates

Effective 10/26/2021-06/10/2022

Substitute teachers shall be paid according to the following schedule:

| | |
|---|---|
| 1. Short Term, full-day assignment (Effective 10/26/2021) | $200 / day |
| 2. Short Term, half-day assignment (Effective 10/26/2021) | $120 / half-day *(not to exceed $200 in one workday)* |
| 3. Long Term, full-day assignment (Effective 10/26/2021) | $220 / day |

Short Term:

A short term substitute is an employee who is placed in an assignment of indefinite duration and such assignment is not greater than 60 consecutive days in any one assignment.

Long Term:

A long term substitute is a fully credentialed employee who has served 20 consecutive days or more in the same assignment. When a substitute qualifies as a long term substitute, they shall be paid the long term substitute rate from the 21st day of employment in that position.

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

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

**SUBJECT:**
Student Discipline
Stipulated Expulsion
Student #21-22-A

**AGENDA ITEM AREA:**
Consent

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

**ENCLOSURES:**
No

**DEPARTMENT:**
Administration

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

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

The Board of Trustees will take action under consent to approve Stipulated Expulsion of Student #20-21-A.

## RECOMMENDATION:

The Administration recommends the Board of Trustees take action to approve the Stipulated Expulsion of Student #21-22-A.

wp/rk/factform

# INFORMATION

# DISCUSSION

# ACTION

# ITEMS

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

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

**SUBJECT:**
Mutual Sunshine for Negotiations Regarding the Collective Bargaining Agreement between the Western Placer Unified School District (WPUSD) and the Western Placer Teachers' Association (WPTA)

**AGENDA ITEM AREA:**
Discussion/Action

**REQUESTED BY:**
Cliff De Graw
Assistant Superintendent of Personnel Services

**ENCLOSURES:**
Mutual Collective Bargaining Sunshine Proposal for WPUSD and WPTA

**DEPARTMENT:**
Personnel

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

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

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## BACKGROUND:

Pursuant to Government Code section 3547, all proposals of the recognized employee groups and the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. The Western Placer Teachers' Association and the Western Placer Unified School District are both proposing negotiations for a new Collective Bargaining Agreement (CBA) as the current CBA expires at the end of the 2021-2022 school year. The District and the Western Placer Teachers' Association's mutual proposal is being presented for information/discussion. This will allow the members of the public to become informed and will give them an opportunity to express themselves regarding the proposal.

## RECOMMENDATION:

Administration recommends that the Board of Trustees approve the mutual sunshine proposal for negotiations.

WESTERN PLACER
UNIFIED SCHOOL DISTRICT
600 Sixth St, Suite 400, Lincoln CA 95648
Ph: (916) 645-6350 • Fax: (916) 645-6356

*Board of Trustees:* Kris Wyatt
Damian Armitage
Criste Freymond
Jason Price
April Nitsos

*Superintendent:* Kerry Callahan

November 2, 2021

Tara Jeane, Western Placer Teachers Association (WPTA) Negotiations Chair

Re: WPUSD and WPTA's Mutual Sunshine Proposal for Collective Bargaining Negotiations for the 2021-2022 School Year

Dear Tara,

Based on recent discussions at the negotiating table, the District and WPTA are mutually proposing to open the following articles and sections of the Collective Bargaining Agreement (CBA), which will expire at the end of the 2021-2022 school year:

- Article VII Unit Member Hours
- Article VIII Leaves
- Article IX Class Size
- Article X Assignment/Reassignment/Transfer
- Article XII Certificated Personnel Evaluation
- Article XIII Salaries
- Article XV Work Year
- Special Education

We look forward to working together with the WPTA Bargaining Team throughout the negotiations process.

Sincerely,

Cliff De Graw
Assistant Superintendent of Personnel Services

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

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

**SUBJECT:**
Consider Approval of Tentative Agreement (TA) Between Western Placer Unified (WPUSD) and the California School Employee Association (CSEA): Chapter #741

**AGENDA ITEM AREA:**
Discussion/Action

**REQUESTED BY:**
Cliff De Graw
Assistant Superintendent of Personnel Services

**ENCLOSURES:**
Tentative Agreement, AB 1200 Disclosure Documentation

**DEPARTMENT:**
Personnel

**FINANCIAL INPUT/SOURCE:**
ESSER

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

## BACKGROUND:

This Tentative Agreement is related to COVID incentive pay for classified staff who work hours beyond their assigned work hours, due to the impact of COVID. Extra hours COVID-related work includes tasks that due to COVID have impacted the employee's ability to complete their essential job duties. Due to the COVID-19 pandemic, the ongoing staff shortage, and an extreme lack of substitutes to meet the daily district needs, there is an increased need for unit members to substitute for absent employees. This COVID incentive pay for extra hours and substitute COVID-related work will be applied retroactively to September 1, 2021.

## RECOMMENDATION:

Administration recommends the Board of Trustees approve the Tentative Agreement between WPUSD and CSEA Chapter #741 as submitted.

**TENTATIVE AGREEMENT**
**REGARDING INCENTIVE PAY FOR EXTRA HOURS COVID-RELATED WORK**
**BETWEEN**
**WESTERN PLACER UNIFIED SCHOOL DISTRICT (District)**
**AND**
**CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION and its Western Placer CHAPTER #741 (CSEA)**

**October 21, 2021**

The Western Placer Unified School District ("District") and the California School Employees Association and its Western Placer Chapter #741 ("CSEA") collectively referred to as the "Parties," enter into this agreement and agree as follows:

Incentive Pay for Extra Hours COVID-Related Work

1. For the 2021-2022 school year, classified employees who work hours beyond their assigned work hours, due to the impact of COVID, will receive incentive pay according to the table below. Extra hours COVID-related work includes tasks that due to COVID have impacted the employee's ability to complete their essential job duties (i.e. having to fulfill health technician duties, having to fill out extra paperwork, extra work being assigned to them, etc.).

   The extra pay in the schedule below will also be paid to employees that are substituting for a position due to subs being in short supply.

   An employee that works extra hours in their own job description to finish their work, that cannot be completed during their normal hours, will receive the incentive pay in accordance with the schedule below. Exceptions to the COVID-related incentive pay will apply in the following circumstances: custodial staff working extra hours for coverage of extra curricular activities, bus drivers filling extra routes for extra curricular activities, paraprofessionals/instructional aides performing extra hours due to extra curricular activities or attending meetings/trainings outside their regular work hours, food service workers attending meetings or trainings after their regular work hours, parent liaisons performing extra hours due to scheduled meetings outside of their regular work hours, any classified employee participating in interview panels or meeting with supervisor, would not receive the extra incentive pay (will receive normal extra hours/overtime hourly pay rate), but will receive the extra incentive pay as per the below schedule under any other circumstance [ie. bus drivers filling in on other routes or extra hours due to short staffing, etc.]).

   An employee substituting for a vacant position or for a fellow employee that is out for any reason will receive the extra incentive pay in accordance with the schedule below.

   An employee working extra hours in a classification outside of their own will receive the extra incentive pay at the pay rate in accordance with the schedule below.

| Employee Status | Extra Hours COVID-Related Pay Rate |
|---|---|
| Current classified employee on the CSEA Classified Salary Schedule working extra hours in their current position | Current hourly rate (range and step, including longevity) plus 50% |
| Current classified employee substituting in a position at a higher range (beyond their assigned hours) | Step A of the range of the substituted position or the next higher step in that range that ensures the employee receives an increase in their regular rate, plus 50% (including longevity) |
| Current classified employee substituting in a position at the same or lower range (beyond their assigned hours) | Current classified employee hourly rate of (range and step, including longevity) plus 50% |
| WPUSD retired classified employee* | Hourly rate.(range and step) plus 25% of the WPUSD retired classified employee at time of retirement (longevity not included) |

*CSEA Local Chapter #741 does not represent retired classified employees. Extra hours COVID-related work and/or substitute opportunities will be made available first to CSEA unit members who have priority over retired classified employees.

2. Current classified employees who work overtime (more than 8 hours in a day or 40 hours in a week) due to extra hours COVID-related work will be paid double time (as included in the table above).

3. For the 2021-2022 school year, the provisions in Section E (Increase in Assigned Time) of Article III: Terms and Conditions of Employment in the bargaining agreement will be suspended. Article III section E is suspended only for circumstances which apply the compensation outlined in the table above, section one (1) of this MOU.

4. Both parties acknowledge that this agreement does not set a precedent for future working conditions or hours.

5. The Incentive Pay for extra hours COVID-related work will be applied retroactively to September 1, 2021 on extra hours paid for COVID-related work and available for the 2021-2022 school year only.

6. This agreement expires on June 30, 2022, and may be revisited at the request of either party.

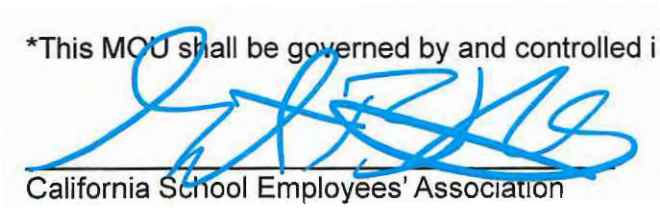
*This agreement shall be in effect upon signature by both parties, ratification by CSEA Chapter #741, and Board of Trustees approval.

*Except as otherwise provided in this MOU, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

*This MOU establishes no past practice or precedent.

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

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



California School Employees' Association
(Chapter #741)
Gustavo Nevarez, President



Date



Western Placer Unified School District
Cliff De Graw, Assistant Superintendent of Personnel Services



Date

## Disclosure of Collective Bargaining Agreement



This document is intended to assist the Governing Board in determining that the district can meet the costs incurred under the tentative bargaining agreement referenced below in the current and subsequent fiscal years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. Absence of one or both signatures should serve as "red flag" to the Governing Board; however, it does not prevent them from taking action on the agreement.

**Certification No. 1**

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of **WESTERN PLACER UNIFIED SCHOOL DISTRICT**, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the **California School Employees' Association (CSEA) #741** Bargaining Unit, during the term of the agreement from **7/1/2021** to **6/30/2022**.

☑ The budget revisions necessary to meet the costs of the agreement in year of its term are reflected on pages 7 & 8 of this document. If the district does not adopt all budget revisions needed in the current year to meet the costs of the agreement, the County Superintendent of Schools is required to issue a qualified or negative certification at the next interim reporting period.

☐ N/A - No budget revisions necessary.

| | |
|---|---|
| District Superintendent (Signature) | 11/16/2021 Date |
| Chief Business Official (Signature) | 11/16/2021 Date |

**Certification #2**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the *Public Disclosure of Proposed Borgaining Agreement* in accordance with the requirement of AB 1200 and Government Code Section 3547.5.

| | |
|---|---|
| District Superintendent or Designee (Signature) | 11/16/2021 Date |
| Audrey Kilpatrick Contact Person | 916-645-6350 Phone |

**After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on Tuesday, March 16, 2021, took action to approve the proposed agreement with the Bargaining Unit.**

| | |
|---|---|
| President (or Clerk), Governing Board (Signature) | 11/16/2021 Date |

# DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
## WESTERN PLACER UNIFIED SCHOOL DISTRICT

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449

The proposed agreement is a 2 year agreement with **California School Employees' Association (CSEA) #741** that covers the period beginning **7/1/21 and ending 6/30/22**, and will be acted upon by the Governing Board at its meetings on **November 16, 2021**. The General Fund is impacted as follows. Impact on other funds is addressed in the narrative.

| Bargaining Unit Group (Please use separate disclosure for each group) | Check one by marking with "x" | Cost of 1% * | Value of 1 contract day ** |
|---|---|---|---|
| Certificated | | $0 | n/a |
| Classified | X | $107,506 | n/a |
| Confidential/Management | | $0 | |
| Other | | $0 | |

* includes salary and related benefits, e.g. STRS, PERS, Workers Compensation, Unemployment

** includes salary and related benefits, e.g. STRS, PERS, Workers Compensation, Unemployment -

**Estimated payment date:** Hourly Pay effective 12/10/21 Supplemental Payroll

**A. Proposed Change in Compensation**

| | Compensation | $ Fiscal Impact of Proposed Agreement | | | % | | |
|---|---|---|---|---|---|---|---|
| | | Year 1 | Year 2 | Year 3 | Year 1 | Year 2 | Year 3 |
| | | 2021/22 | 2022/23 | 2023/24 | 2021/22 | 2022/23 | 2023/24 |
| | | | | | Cost of 1%: | $107,506 | |
| 1 | Salary Schedule - Increase(Decrease) | - | - | - | 0.00% | 0.00% | 0.00% |
| 2 | Step and Column - Increase (Decrease) due to movement plus any changes due to settlement | - | - | - | 0.00% | 0.00% | 0.00% |
| 3 | Other Compensation (complete description below) | 75,000 | - | - | 0.70% | 0.00% | 0.00% |
| 4 | Statutory Benefits - Increase (Decrease) in STRS, PERS,FICA,WC,UI,Medicare, etc. (may be included in costs above or shown separately | 25,000 | - | - | 0.23% | 0.00% | 0.00% |
| 5 | Health/Welfare Benefits - Increase (Decrease) | - | - | - | 0.00% | 0.00% | 0.00% |
| 6 | Total Compensation | 100,000 | - | - | 0.93% | 0.00% | 0.00% |
| 7 | Total Number (FTE) of Represented Employees | 228 | | | | | |
| 8 | Total Compensation Average Cost per Employee - Increase (Decrease) | 439 | - | - | | | |

9 **Other Compensation - Increase (Decrease) (One-time, Stipends, Bonuses, etc.) Provide Description Below**

2021/22 - *****10/21/21 MOU - INCENTIVE PAY FOR EXTRA HOURS COVID-RELATED WORK** -For the 2021-2022 school year, classified employees who work hours beyond their assigned work hours, due to the impact of COVID, will receive Incentive pay. Extra hours COVID-related work includes tasks that due to COVID have impacted the employee's ability to complete their essential job duties. The extra pay will also be paid to employees that are substituting for a position due to subs being in short supply. The Incentive Pay for extra hours COVID-related work will be applied retroactively to September 1, 2021 on extra hours paid for COVID-related work and available for the 2021-2022 school year only. All costs related to the above MOU's are to be funded from ESSER III one-time Funds (Resource 3213) for the 2021/22 fiscal year only.

\# **Were any additional steps, columns, or ranges added to the schedules?** NO

***If YES, please explain below***

N/A

\# **Does this bargaining group have a negotiated cap for Health and Welfare benefits?** YES

***If YES, please indicate the current cap amount.*** $ 14,424.00

***If YES, please indicate the proposed cap amount.*** n/a

B. **Proposed change in compensation.** Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as

**2021/22 - *****10/21/21 MOU - INCENTIVE PAY FOR EXTRA HOURS COVID-RELATED WORK** - For the 2021-2022 school year, classified employees who work hours beyond their assigned work hours, due to the impact of COVID, will receive incentive pay. Extra hours COVID-related work includes tasks that due to COVID have impacted the employee's ability to complete their essential job duties. The extra pay will also be paid to employees that are substituting for a position due to subs being in short supply. The Incentive Pay for extra hours COVID-related work will be applied retroactively to September 1, 2021 on extra hours paid for COVID-related work and available for the 2021-2022 school year only. All costs related to the above MOU's are to be funded from ESSER III one-time Funds (Resource 3213) for the 2021/22 fiscal year only.

C. **Proposed negotiated changes in non-compensation items** (e.g. class size adjustments, staff development days, teacher prep time, etc.)

For the 2021-2022 school year, the provisions in Section E (Increase in Assigned Time) of Article III: Terms and Conditions of Employment in the bargaining agreement will be suspended. Article III section E is suspended only for circumstances which apply the compensation outlined in the table above, section one (1) of this MOU.

D. **What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

N/A

E. **What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

N/A

F. **Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

G. **Will this agreement create, or increase an operating deficit in the current or subsequent year(s)?** An operating deficit is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No. MOU will be funded from Restricted Federal ESSER III Funds - no General Funds will be used for the settlements.

**H. Source of funding for proposed agreement.**

Current year:

ESSER III Federal Funds will be used to fund CSEA MOU for 2021/22.

How will ongoing cost of the proposed agreement be funded in future years?

No on-going costs. The CSEA MOU is for the 2021/22 year only.

If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations).

N/A

**I. Describe the financial impact on other funds affected by the proposed settlement -**

Please describe any current and multi-year effects on any other Funds

N/A

**J. If necessary, include any additional explanations or information here**

N/A

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**
**IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**
In accordance with E.C. 42142

Date of governing board approval of budget revisions in Col. 2 - November 16,2021

*Agreement(s) included:* **California School Employees' Association (CSEA) #741**

*If the board approved revisions are different from the proposed revisions in Col. 2, provide an updated report upon approval of the district governing board.*

| | *UNRESTRICTED GENERAL FUND- CURRENT YEAR* | | | *2021/22* |
|---|---|---|---|---|
| | (Col. 1) Latest Board-approved budget before settlement (as of Adopted 07/1/21) | (Col. 2) Revisions Necessary as a result of WPTA MOU's | (Col. 3) Other Revisions | (Col. 4) Total impact on budget (col. 1+2+3) |
| REVENUES | | | | |
| LCFF Sources (8010-8099) | 6,775,893 | | | 6,775,893 |
| Remaining Revenues (8100-8799) | 63,794,827 | | | 63,794,827 |
| **TOTAL REVENUES** | 70,570,720 | - | - | 70,570,720 |
| EXPENDITURES | | | | |
| 1000 Certificated Salaries | 30,448,884 | | | 30,448,884 |
| 2000 Classified Salaries | 6,775,353 | | | 6,775,353 |
| 3000 Employee Benefits | 14,756,203 | | | 14,756,203 |
| 4000 Books and Supplies | 4,167,850 | | | 4,167,850 |
| 5000 Services and Operating Expenses | 5,070,105 | | | 5,070,105 |
| 6000 Capital Outlay | 20,000 | | | 20,000 |
| 7000 Other | (1,069,510) | | | (1,069,510) |
| **TOTAL EXPENDITURES** | 60,168,885 | - | - | 60,168,885 |
| **OPERATING SURPLUS (DEFICIT)** | 10,401,835 | - | - | 10,401,835 |
| Other Sources and Transfers In (8910-8979) | | | | - |
| Other Uses and Transfers Out (7610-7699) | 256,881 | | | 256,881 |
| Contributions (8980-8999) | (12,227,610) | | | (12,227,610) |
| **CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE** | (2,082,656) | - | - | - (2,082,656) |
| **BEGINNING BALANCE** | $ 11,505,429 | | | 11,505,429 |
| **ENDING BALANCE** | $ 9,422,773 | $ - | $ - | $ 9,422,773 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable Reserves (9711-9719) | 5,000 | | | 5,000 |
| Stabilization Arrangements (9750) | | | | |
| Other Commitments (9760) | | | | |
| Other Assignments (9780) | | | | |
| Reserve for Economic Uncertainties (9789) | 2,609,550 | | | 2,609,550 |
| Reserves-New HS/Science Adoption/Charter | 657,487 | | | 657,487 |
| Unassigned/Unappropriated (9790) | 6,150,736 | - | - | 6,150,736 |

Additional narrative- if necessary

All costs related to the above MOU's are to be funded from ESSER III one-time Funds (Resource 3213).

WESTERN PLACER UNIFIED SCHOOL DISTRICT
IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
In accordance with E.C. 42142

Date of governing board approval of budget revisions in Col. 2 - November 16,2021

*Agreement(s) included:* **California School Employees' Association (CSEA) #741**

*If the board approved revisions are different from the proposed revisions in Col. 2, provide an updated report upon approval of the district governing board.*

| | *RESTRICTED GENERAL FUND- CURRENT YEAR* | | | *2021/22* |
|---|---|---|---|---|
| | (Col. 1) Latest Board-approved budget before settlement (as of Adopted 07/1/21) | (Col. 2) Revisions Necessary as a result of WPTA MOU's | (Col. 3) Other Revisions | (Col. 4) Total impact on budget (col. 1+2+3) |
| REVENUES | | | | |
| LCFF Sources (8010-8099) | 1,171,658 | | | 1,171,658 |
| Remaining Revenues (8100-8799) | 10,790,808 | | | 10,790,808 |
| **TOTAL REVENUES** | 11,962,466 | - | - | 11,962,466 |
| EXPENDITURES | | | | - |
| 1000 Certificated Salaries | 6,408,470 | | | 6,408,470 |
| 2000 Classified Salaries | 4,579,199 | 75,000 | | 4,654,199 |
| 3000 Employee Benefits | 8,594,478 | 25,000 | | 8,619,478 |
| 4000 Books and Supplies | 903,927 | | | 903,927 |
| S000 Services and Operating Expenses | 3,062,777 | | | 3,062,777 |
| 6000 Capital Outlay | 40,000 | | | 40,000 |
| 7000 Other | 2,970,374 | | | 2,970,374 |
| **TOTAL EXPENDITURES** | 26,559,225 | 100,000 | - | 26,659,225 |
| **OPERATING SURPLUS (DEFICIT)** | (14,596,759) | (100,000) | - | (14,696,759) |
| Other Sources and Transfers In (8910-8979) | | | | - |
| Other Uses and Transfers Out (7610-7699) | | | | - |
| Contributions (8980-8999) | 12,227,610 | | | 12,227,610 |
| **CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE** | (2,369,149) | (100,000) | - | (2,469,149) |
| **BEGINNING BALANCE** | $ 11,095,531 | | | 11,095,531 |
| **ENDING BALANCE** | $ 8,726,382 | $ (100,000) | $ - | $ 8,626,382 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable Reserves (9711-9719) | | | | |
| Restricted Reserves (9740) | 8,726,382 | (100,000) | - | 8,626,382 |

Additional narrative- if necessary

All costs related to the CSEA MOU are to be funded from ESSER III one-time Funds (Resource 3213).

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**
**IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**
In accordance with E.C. 42142

Date of governing board approval of budget revisions in Col. 2 - December 15, 2020

*Agreements included:* California School Employees' Association (CSEA) #741

*If the board approved revisions are different from the proposed revisions in Col. 2, provide an updated report upon approvol of the district governing board.*

| | *Current Year 1:* | *2021/22* | | |
|---|---|---|---|---|
| | (Col. 1) Latest Board-approved budget before settlement (as of Adopted 07/1/21) | (Col. 2) Revisions Necessary as a result of proposed settlement | (Col. 3) Other Revisions Other Revisions - includes settlement costs for CSEA and other non-bargaining unit employees | (Col. 4) Total impact on budget (col. 1+2+3) |
| REVENUES | | | | |
| LCFF Sources (8010-8099) | 7,947,551 | - | - | $ 7,947,551 |
| Remaining Revenues (8100-8799) | 74,585,635 | - | - | $ 74,585,635 |
| **TOTAL REVENUES** | 82,533,186 | - | - | $ 82,533,186 |
| EXPENDITURES | | | | |
| 1000 Certificated Salaries | 36,857,354 | - | - | $ 36,857,354 |
| 2000 Classified Salaries | 11,354,552 | 75,000 | - | $ 11,429,552 |
| 3000 Employee Benefits | 23,350,681 | 25,000 | - | $ 23,375,681 |
| 4000 Books and Supplies | 5,071,777 | - | - | $ 5,071,777 |
| 5000 Services and Operating Expenses | 8,132,882 | - | - | $ 8,132,882 |
| 6000 Capital Outlay | 60,000 | - | - | $ 60,000 |
| 7000 Other | 1,900,864 | - | - | $ 1,900,864 |
| **TOTAL EXPENDITURES** | 86,728,110 | 100,000 | - | $ 86,828,110 |
| **OPERATING SURPLUS (DEFICIT)** | (4,194,924) | (100,000) | - | $ (4,294,924) |
| Other Sources and Transfers In | - | - | - | $ - |
| Other Uses and Transfers Out | 256,881 | - | - | $ 256,881 |
| **CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE** | (4,451,805) | (100,000) | - | $ (4,551,805) |
| **BEGINNING BALANCE** | $ 22,600,960 | | | $ 22,600,960 |
| **ENDING BALANCE** | $ 18,149,155 | $ (100,000) | $ - | $ 18,049,155 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Nonspendable Reserves (9711-9719) | 5,000 | - | - | $ 5,000 |
| Restricted Reserves (9740) | 8,726,382 | (100,000) | - | $ 8,626,382 |
| Stabilization Arrangements (9750) | - | - | - | $ - |
| Other Commitments (9760) | - | - | - | $ - |
| Other Assignments (9780) | - | - | - | $ - |
| Reserve for Economic Uncertainties (9789) | 2,609,550 | | | $ 2,609,550 |
| Reserves-New HS/Science Adoption/Charter | 657,487 | | | $ 657,487 |
| **Unassigned/Unappropriated (9790)** | 6,150,736 | - | - | $ 6,150,736 |

If total revisions in Column 2 do not equal total settlement compensation or if Column 3 requires explanation- enter information here.

All costs related to the CSEA MOU is to be funded from ESSER III one-time Funds (Resource 3213) in the 2021/22 FY only.

Disclosure of Collective Bargaining Agreement

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**
**IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

Date of governing board approval of budget revisions in Col. 2 - December 15, 2020

*Agreements included:* California School Employees' Association (CSEA) #741

| | *Year 2:* | | *2022/23* | | *Year 3:* | | *2023/24* | |
|---|---|---|---|---|---|---|---|---|
| | (Col. 5) Latest Board-approved MYP before settlement | (Col. 6) Revisions Necessary as a result of proposed settlement | (Col. 7) Other Revisions - Includes Gov. 21/22 January Budget COLA - 3.84% and settlement costs for CSEA and other non-bargaining unit employees 20/21 & 21/22 | (Col. 8) Total impact on budget (col. 5+6+7) | (Col. 9) Latest Board-approved MYP before settlement | (Col. 10) Revisions Necessary as a result of proposed settlement | (Col. 11) Other Revisions includes Gov. 22/23 January Budget COLA of 1.28% (SSC) and settlement costs for CSEA and other non-bargaining unit employees 20-21 & 21/22 | (Col. 12) Total impact on budget (col. 9+10+11) |
| REVENUES | | | | | | | | |
| LCFF Sources (8010-8099) | $ 71,876,784 | | | $ 71,876,784 | $ 75,462,310 | | | $ 75,462,310 |
| Remaining Revenues (8100-8799) | $ 13,448,860 | | | $ 13,448,860 | $ 13,448,860 | | | $ 13,448,860 |
| **TOTAL REVENUES** | $ 85,325,644 | | $ - | $ 85,325,644 | $ 88,911,170 | | $ - | $ 88,911,170 |
| EXPENDITURES | | | | | | | | |
| 1000 Certificated Salaries | $ 36,654,513 | | | $ 36,654,513 | $ 37,468,232 | | | $ 37,468,232 |
| 2000 Classified Salaries | $ 11,293,038 | | | $ 11,293,038 | $ 11,426,406 | | | $ 11,426,406 |
| 3000 Employee Benefits | $ 23,791,554 | | | $ 23,791,554 | $ 24,291,422 | | | $ 24,291,422 |
| 4000 Books and Supplies | $ 5,071,777 | | | $ 5,071,777 | $ 5,071,777 | | | $ 5,071,777 |
| 5000 Services and Operating Expenses | $ 8,132,882 | | | $ 8,132,882 | $ 8,132,882 | | | $ 8,132,882 |
| 6000 Capital Outlay | $ 60,000 | | | $ 60,000 | $ 60,000 | | | $ 60,000 |
| 7000 Other | $ 1,900,864 | | | $ 1,900,864 | $ 1,900,864 | | | $ 1,900,864 |
| **TOTAL EXPENDITURES** | 86,904,628 | - | - | 86,904,628 | 88,351,583 | - | - | $ 88,351,583 |
| **OPERATING SURPLUS (DEFICIT)** | (1,578,984) | - | - | (1,578,984) | 559,587 | - | - | $ 559,587 |
| Other Sources and Transfers In | $ - | | | $ - | | | | $ - |
| Other Uses and Transfers Out | $ 569,410 | | | $ 569,410 | $ 604,266 | | | $ 604,266 |
| **CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE** | (2,148,394) | - | - | $ (2,148,394) | (44,679) | - | - | $ (44,679) |
| **BEGINNING BALANCE** | $ 18,049,155 | | | $ 18,049,155 | $ 15,900,761 | | | $ 15,900,761 |
| **ENDING BALANCE** | $ 15,900,761 | $ - | $ - | $ 15,900,761 | $ 15,856,082 | $ - | $ - | $ 15,856,082 |
| COMPONENTS OF ENDING BALANCE: | | | | | | | | |
| Nonspendable Reserves (9711-9719) | $ 5,000 | | | $ 5,000 | $ 5,000 | | | $ 5,000 |
| Restricted Reserves (9740) | $ 8,935,710 | | | $ 8,935,710 | $ 9,228,611 | | | $ 9,228,611 |
| Stabilization Arrangements (9750) | | | | | | | | |
| Other Commitments (9760) | | | | | | | | |
| Other Assignments (9780) | | | | | | | | |
| Reserve for Economic Uncertainties (9789) | $ 2,624,221 | | | $ 2,624,221 | $ 2,668,675 | | | $ 2,668,675 |
| Reserves-New HS/Science Adoption/Charter | $ 964,841 | | | $ 964,841 | $ 1,137,542 | | | $ 1,137,542 |
| **Unassigned/Unappropriated (9790)** | $ 3,370,989 | $ - | $ - | $ 3,370,989 | $ 2,816,254 | $ - | $ - | $ 2,816,254 |
| | | | $ (1,259,023) | | | | | |

If total revisions in Columns 6 & 10 do not total settlement compensation in years 2 & 3 or if Columns 7 or 11 require explanations, enter information here.

All costs related to the CSEA MOU are to be funded from ESSER III one-time Funds (Resource 3213) in the 2021/22 FY only.

**Impact of Proposed Agreement on Unrestricted Reserves**

1. State Reserve Standard (after impact of Proposed Agreement)

| | Current Year 2021/22 | Year 2 2022/23 | Year 3 2023/24 |
|---|---|---|---|
| a. Total expenditures, transfers out, and uses (including cost of proposal) | $ 87,084,991 | $ 87,474,038 | $ 88,955,849 |
| b. State Standard Minimum Reserve for Economic Uncertainties (REU) Percentage for this district | 3.00% | 3.00% | 3.00% |
| c. State Standard Minimum REU amount for this district *(greater of line 1-c or $65,000 for districts w/less than 100 ADA)* | $ 2,612,550 | $ 2,624,221 | $ 2,668,675 |

2. Budgeted Unrestricted reserve (after impact of Proposed Agreement)

| | Current Year 2021/22 | Year 2 2022/23 | Year 3 2023/24 |
|---|---|---|---|
| a. General Fund budgeted Unrestricted Reserve for Economic Uncertainties- REU (9789) | $ 2,609,550 | $ 2,624,221 | $ 2,668,675 |
| b. General Fund budgeted Unrestricted Unassigned/Unappropriated amount (9790) | $ 6,150,736 | $ 3,370,989 | 2,816,254 |
| c. Special Reserve Fund 17 budgeted REU (9789) | $ - | | |
| d. Special Reserve Fund 17 Budgeted Unappropriated/Unassigned amount (9790) | $ - | | |
| **e. Total District budgeted Unrestricted reserves** | **$ 8,760,286** | **$ 5,995,210** | **$ 5,484,929** |

3. Do Unrestricted reserves meet the state minimum standard amount?

| | Yes | | No | |
|---|---|---|---|---|
| Current Year | Yes | X | No | |
| Year 2 | Yes | X | No | |
| Year 3 | Yes | X | No | |

4. If no, how do you plan to restore your reserves?

N/A

**TENTATIVE AGREEMENT**
**REGARDING INCENTIVE PAY FOR EXTRA HOURS COVID-RELATED WORK**
**BETWEEN**
**WESTERN PLACER UNIFIED SCHOOL DISTRICT (District)**
**AND**
**CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION and its Western Placer CHAPTER #741 (CSEA)**

**October 21, 2021**

The Western Placer Unified School District ("District") and the California School Employees Association and its Western Placer Chapter #741 ("CSEA") collectively referred to as the "Parties," enter into this agreement and agree as follows:

Incentive Pay for Extra Hours COVID-Related Work

1. For the 2021-2022 school year, classified employees who work hours beyond their assigned work hours, due to the impact of COVID, will receive incentive pay according to the table below. Extra hours COVID-related work includes tasks that due to COVID have impacted the employee's ability to complete their essential job duties (i.e. having to fulfill health technician duties, having to fill out extra paperwork, extra work being assigned to them, etc.).

   The extra pay in the schedule below will also be paid to employees that are substituting for a position due to subs being in short supply.

   An employee that works extra hours in their own job description to finish their work, that cannot be completed during their normal hours, will receive the incentive pay in accordance with the schedule below. Exceptions to the COVID-related incentive pay will apply in the following circumstances: custodial staff working extra hours for coverage of extra curricular activities, bus drivers filling extra routes for extra curricular activities, paraprofessionals/instructional aides performing extra hours due to extra curricular activities or attending meetings/trainings outside their regular work hours, food service workers attending meetings or trainings after their regular work hours, parent liaisons performing extra hours due to scheduled meetings outside of their regular work hours, any classified employee participating in interview panels or meeting with supervisor, would not receive the extra incentive pay (will receive normal extra hours/overtime hourly pay rate), but will receive the extra incentive pay as per the below schedule under any other circumstance [ie. bus drivers filling in on other routes or extra hours due to short staffing, etc.]).

   An employee substituting for a vacant position or for a fellow employee that is out for any reason will receive the extra incentive pay in accordance with the schedule below.

   An employee working extra hours in a classification outside of their own will receive the extra incentive pay at the pay rate in accordance with the schedule below.

| Employee Status | Extra Hours COVID-Related Pay Rate |
|---|---|
| Current classified employee on the CSEA Classified Salary Schedule working extra hours in their current position | Current hourly rate (range and step, including longevity) plus 50% |
| Current classified employee substituting in a position at a higher range (beyond their assigned hours) | Step A of the range of the substituted position or the next higher step in that range that ensures the employee receives an increase in their regular rate, plus 50% (including longevity) |
| Current classified employee substituting in a position at the same or lower range (beyond their assigned hours) | Current classified employee hourly rate of (range and step, including longevity) plus 50% |
| WPUSD retired classified employee* | Hourly rate (range and step) plus 25% of the WPUSD retired classified employee at time of retirement (longevity not included) |

*CSEA Local Chapter #741 does not represent retired classified employees. Extra hours COVID-related work and/or substitute opportunities will be made available first to CSEA unit members who have priority over retired classified employees.

2. Current classified employees who work overtime (more than 8 hours in a day or 40 hours in a week) due to extra hours COVID-related work will be paid double time (as included in the table above).

3. For the 2021-2022 school year, the provisions in Section E (Increase in Assigned Time) of Article III: Terms and Conditions of Employment in the bargaining agreement will be suspended. Article III section E is suspended only for circumstances which apply the compensation outlined in the table above, section one (1) of this MOU.

4. Both parties acknowledge that this agreement does not set a precedent for future working conditions or hours.

5. The Incentive Pay for extra hours COVID-related work will be applied retroactively to September 1, 2021 on extra hours paid for COVID-related work and available for the 2021-2022 school year only.

6. This agreement expires on June 30, 2022, and may be revisited at the request of either party.

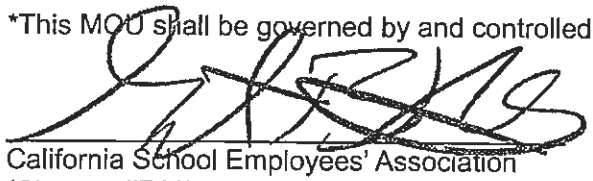
*This agreement shall be in effect upon signature by both parties, ratification by CSEA Chapter #741, and Board of Trustees approval.

*Except as otherwise provided in this MOU, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

*This MOU establishes no past practice or precedent.

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

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



California School Employees' Association
(Chapter #741)
Gustavo Nevarez, President

10-25-2021
Date



Western Placer Unified School District
Cliff De Graw, Assistant Superintendent of Personnel Services

10/25/2021
Date

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

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

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

**AGENDA ITEM AREA:**
Action

**REQUESTED BY:**
Kerry Callahan
Superintendent

**ENCLOSURES:**
Yes

**DEPARTMENT:**
Administration

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

**MEETING DATE:**
November 16, 2021

**ROLL CALL REQUIRED:**
No

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

- BP 0420.42 – Charter School Renewal
- BP 3110 – Transfer of Funds
- BP/AR 3230 – Federal Grant Funds
- AR 3311.2 – Lease-Leaseback Contracts (New)
- AR 3311.3 – Design-Build Contracts (New)
- AR 3320 – Claims and Actions Against the District
- BP 3452 – Student Activity Funds
- BP/AR 3515.3 – District Police/Security Department
- BP 7210 – Facilities Financing

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

wp/rk/factform

# CSBA POLICY GUIDE SHEET
## March 2021

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

**Board Policy 0420.42 - Charter School Renewal**

Policy updated to reflect **NEW LAW (SB 98, 2020)** which amends the criteria for renewal when the two consecutive years immediately preceding the renewal include the 2019-20 school year (i.e., renewals submitted in 2020-21 and 2021-22). Policy adds the requirement that the determination of a charter school's academic progress be based on all the state indicators in the California School Dashboard for which it receives performance levels, provided that the charter school has schoolwide performance levels on at least two measurements of academic performance per year and for at least two student subgroups. Policy also reflects action taken by the State Board of Education (SBE) in November 2020 to approve a list of valid and reliable indicators of academic progress and postsecondary outcomes that may be used to demonstrate a charter school's academic performance.

**Board Policy 3110 - Transfer of Funds**

Policy updated to reflect **NEW LAW (SB 98, 2020)** which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

**Board Policy 3230 - Federal Grant Funds**

Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant.

**Administrative Regulation 3230 - Federal Grant Funds**

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

**Administrative Regulation 3311.2 - Lease-Leaseback Contracts**

Regulation updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements.

**Administrative Regulation 3311.3 - Design-Build Contracts**

Regulation updated to reflect **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements.

**Administrative Regulation 3320 - Claims and Actions Against the District**

Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects **NEW LAW (SB 1473, 2020)** which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

**Board Policy 3452 - Student Activity Funds**

Policy updated to clarify that the policy does not apply to school-connected organizations that are not composed entirely of students or subject to the board's control and regulation. Section on "Fundraising" adds a reference to policy that addresses online fundraising, and addresses fundraising events that involve the sale of foods and/or beverages. Section on "Management and Reporting of Funds" updated to reflect Governmental Accounting Standards Board (GASB) Statement 84, which provides that, if the district has administrative or direct financial involvement with the student organization's assets, as defined, the student activity fund may be considered a governmental fund subject to specific accounting and financial reporting requirements.

**Board Policy 3515.3 - District Police/Security Department**

Policy updated to reflect **NEW LAW (SB 98, 2020)** which encourages districts to redirect resources currently allocated to district police departments into student support services and professional development on cultural competency and restorative justice. Policy also updates the board's philosophical statement, adds optional language regarding staff training on appropriate contact with district police or security officers, and reflects **NEW LAW (AB 846, 2020)** which requires districts to review the job description that is used in recruitment and hiring and make changes that emphasize community-based policing and collaborative problem solving while de-emphasizing the paramilitary aspects of the job. Section on "Conduct of Officers" revised to prohibit discrimination based on protected characteristics, prohibit district officers from assisting with immigration enforcement at district schools, and reflect requirement for district police departments to adopt policy that provides a minimum standard on the use of force. Policy also reflects the district's eligibility to receive surplus military equipment if the board approves the acquisition of such equipment, and adds a section on "Records" which limits officers' access to or release of student records except when otherwise authorized or required by law.

**Administrative Regulation 3515.3 - District Police/Security Department**

Regulation updated to reflect law which, effective July 1, 2021, extends the requirement to complete a specified course of training to include security officers who work 20 hours per week or less. Regulation also clarifies that the additional training requirements of Penal Code 832 apply to security officers who carry a firearm while performing their duties. Section on "Qualifications of Police Officers" adds the requirement to complete specialized training within two years of the first date of employment. New section on "Use of Force" reflects (1) **NEW LAW (AB 1196, 2020)** which prohibits a law enforcement agency from authorizing the use of carotid restraints or choke holds, and (2) the requirement for district police departments to adopt policy that provide a minimum standard on the use of force that includes specified components and is consistent with guidelines established by the Commission on Peace Officer Standards and Training.

**Board Policy 7210 - Facilities Financing**

Policy updated to add state facilities funding from the Leroy F. Greene School Facilities Act as a method of funding facilities and to reflect **NEW LAW (SB 820, 2020)** which requires filing the audit of completed facilities projects with the California State Controller. Policy also adds the requirement to comply with law and board policy regarding debt issuance and management.

**Policy 0420.42: Charter School Renewal** **Status:** DRAFT

**Original Adopted Date:** 10/07/2014 | **Last Revised Date:** 05/05/2020

The ~~Governing~~ Board of Trustees believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner, consistent with the timelines set out in the Education Code. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (SBE) on appeal after initial denial by the Board.

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

**Criteria for Granting or Denying Renewal**

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. *The Board shall only consider data from sources adopted by SBE.* (Education Code 47607, 47607.2)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

    a. A ~~renewal shall be granted for a period of five to seven years to a~~ charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 **shall be granted renewal for a period of five to seven years when,** ~~and that~~ for two consecutive years immediately preceding the renewal, **or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year, the charter school** achieved either of the following: (Education Code 47607)

i. Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, **provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years**

ii. For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average, **provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups**

b. **If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)**

2. Renewal of Five Years

a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)

i. Measurable increases in academic achievement, as defined by at least one year's progress for each year in school

ii. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers

b. For any such charter school, the Board may deny the renewal petition upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)

3. Denial/ ~~with Option for~~ Two-Year Renewal

a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, **or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year,** either of the following applies: (Education Code 47607.2)
   i. The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels~~.~~, **provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years**
   ii. For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average~~.~~, **provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups**

b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: **(Education Code 47607.2)**
   i. The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
   ii. There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The **Board may deny the** renewal ~~shall be denied if the Board finds either that~~ **for these reasons only upon a finding that either the** corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that ~~is eligible~~ **qualifies** for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

**Timelines for Board Action**

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, **determine the level of support for the petition,** and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition ~~or within 120 days with the consent of both the petitioner and the Board~~. **The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension.** (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to CDE, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

**School Closure**

If a charter is not renewed and the charter school ceases operation, ~~the Board and/or the charter school shall implement~~ the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962 **shall be implemented.** (Education Code ~~47603.32~~ **47604.32,** 47605)

## Policy 3110: Transfer Of Funds

**Status:** DRAFT

**Original Adopted Date:** 03/06/2012 | **Last Revised Date:** 12/17/2013

The Board of Trustees recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

~~(cf. 0460 - Local Control and Accountability Plan)~~

~~(cf. 3100 - Budget)~~

~~(cf. 3400 - Management of District Assets/Accounts)~~

~~(cf. 3460 - Financial Reports and Accountability~~

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the ~~c~~County ~~a~~Auditor. (Education Code 42600)

2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

**For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)**

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classification of the district budget as necessary for the payment of obligations incurred during that school year. (Education code 42601)

4. ~~Specify amounts to be transferred by the county auditor and treasurer from the district's general fund to the special reserve fund during the fiscal year.~~ If any special reserve funds that are maintained for ~~purposes other than~~ capital outlay or other purposes pursuant to Education Code 42842 ~~if monies in the special reserve fund~~ are not actually encumbered for ongoing expenses, ~~the Board may~~ transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a ~~, by~~ written request to the County Superintendent, ~~a~~Auditor, and ~~t~~Treasurer~~,~~ to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841 - 42843)

5. Transfer monies between other funds or accounts when authorized by law.

## Policy 3230: Federal Grant Funds

**Status:** DRAFT

**Original Adopted Date:** 02/07/2017

The Board of Trustees recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

~~(cf. 3100—Budget)~~

2. Accurate, current, and complete disclosure of the financial ~~and performance~~ results of each federal award or program in accordance with the reporting requirements of 2 CFR ~~200.327~~ and 200.328 **and 200.39**

~~(cf. 3460—Financial Reports and Accountability)~~

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, **financial** obligations, unobligated balances, assets, expenditures, income, and interest

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

~~(cf. 3580 - District Records)~~

4. Effective controls over and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes

5. Comparison of actual expenditures with budgeted amounts for each federal award

6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

~~(cf. 3400 - Management of District Assets/Accounts)~~

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

~~(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)~~

~~(cf. 3440 - Inventories)~~

~~(cf. 3512 - Equipment)~~

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

~~(cf. 4131 - Staff Development)~~

~~(cf. 4231 - Staff Development)~~

~~(cf. 4331 - Staff Development)~~

The district shall submit **financial and** performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted ~~within 90~~ **no later than 120 calendar** days after the ending date of the grant. (2 CFR 200.301, 200.328)

~~(cf. 0500 - Accountability)~~

~~(cf. 6190 - Evaluation of the Instructional Program)~~

## Regulation 3230: Federal Grant Funds

**Status:** DRAFT

**Original Adopted Date:** 02/07/2017 | **Last Revised Date:** 06/05/2018

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

### Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. ~~He/she~~ The Superintendent or designee shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

~~(cf. 3350 - Travel Expenses)~~

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

~~(cf. 3300 - Expenditures and Purchases)~~

~~(cf. 3314 - Payment for Goods and Services)~~

### Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than ~~90~~ 120 caendar days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, ~~200.343~~ 200.344)

### Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-~~200.326~~ 200.327 and Appendix II of Part 200, ~~or~~ and with any applicable state bidding or procurement law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold ~~specified in~~ **established by the district in accordance with** 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)

3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

~~(cf. 3311 - Bids)~~

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

~~(cf. 3312 - Contracts)~~

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (2 CFR ~~200.328~~ **200.318**)

For any purchase of $25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, ~~200.213~~ **200.214**)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the

technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR ~~200.326~~ 200.327)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR ~~200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89,~~ 200.313, 200.439)

Conflict of Interest

~~No~~ Board of Trustees members, district employees, ~~or~~ and other district representatives shall not participate in the selection, award, or administration of a contract supported by federal funds if ~~he/she~~ they have ~~has~~ a real or apparent conflict of interest, such as when ~~he/she~~ they or a member of ~~his/her~~ their immediate family, ~~his/her~~ their partner, or an organization which employs or is about to employ any of them has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

~~(cf. 9270 - Conflict of Interest)~~

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds~~, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program,~~ shall document the amount of time they spend on grant activities. **Such records shall be incorporated into the official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430.** (2 CFR 200.430)

**Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)**

Records

Except as otherwise provided in 2 CFR ~~200.333~~ **200.334**, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR ~~200.333~~ **200.334**)

~~(cf. 1340 – Access to District Records)~~

~~(cf. 3580 – District Records)~~

Audits

Whenever the district expends $750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

**Regulation 3311.2: Lease-Leaseback Contracts** **Status:** DRAFT

**Original Adopted Date:** Pending

The district may lease currently owned district property to any person, firm, or corporation for a minimum of $1 per year for a term not to exceed 99 years, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17403, 17406)

Before the district enters into such a lease or agreement, it shall have available a site upon which a building may be constructed for use by the district, shall have complied with requirements related to the selection and approval of sites, and shall have prepared and adopted plans and specifications for the building that have been approved in accordance with Education Code 17280-17316. (Education Code 17402)

Procedures for Awarding the Contract

The district's intent to enter into a lease-leaseback contract may be described in a resolution adopted by the Governing Board which includes, but is not be limited to, a description of the available site and the building to be constructed, the amount and term of the lease, and where to obtain information about the procedures for submitting a proposal.

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. (Education Code 17400, 17406)

To make this determination, the district shall use the following procedures: (Education Code 17406; Public Contract Code 2600)

1. Request for Sealed Proposals: The Superintendent or designee shall prepare a request for sealed proposals which shall include:

    a. An estimate of the project's price

    b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed

    c. The key elements of the contract to be awarded

    d. A description of the format that proposals shall follow and the elements they shall contain

    e. The standards the district will use in evaluating proposals and the qualifications of the proposers, including:

        i. Relevant experience

        ii. Safety record

        iii. Price proposal, including, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district

        iv. Whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract

        v. For each scored criterion, the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum

acceptable score

vi. Other factors established by the district

f. The date on which proposals are due

g. The timetable the district will follow in reviewing and evaluating proposals

h. A statement that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

2. Notice: At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:

   a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112

   b. Providing notice in a trade paper of general circulation published in the county where the project is located

   The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

3. Prequalification: A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

4. Evaluation of Proposals: All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.

5. Award of Contract: The award of the contract shall be made by the Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

   If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

   Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

6. Rejection of Proposals: At its discretion, the Board may reject all proposals and request new proposals.

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

**Skilled and Trained Workforce**

Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code

17407.5; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

**Regulation 3311.3: Design-Build Contracts** **Status:** DRAFT

**Original Adopted Date:** Pending

The ~~Governing~~ Board of Trustees may approve a contract with a single entity for both design and construction of any school facility in excess of $1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

**Procedures for Awarding the Contract**

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; Public Contract Code 2600)

1. Performance Specifications: The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:

    a. The size, type, and desired design character of the project

    b. Performance specifications that cover the quality of materials, equipment, and workmanship

    c. Preliminary plans or building layouts

    d. Any other information deemed necessary to describe adequately the district's needs

    The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. Prequalification: The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:

    a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity

    b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors

    c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

    d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

    The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

3. Request for Proposals: The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.

4. Selection Based on Low Bid: For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.

5. Selection Based on Best Value: For those projects utilizing best value as a selection method, the following procedures shall be used:

    a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.

    b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.

    c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.

    d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

**Skilled and Trained Workforce**

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

## Regulation 3320: Claims And Actions Against The District

**Status:** DRAFT

**Original Adopted Date:** 09/04/2007 | **Last Revised Date:** 02/18/2020 | **Last Reviewed Date:** 02/18/2020

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Unless otherwise provided by law, prior to filing a lawsuit against the district for money or damages, a written claim shall be filed in accordance with the following administrative regulation.

### Time Limitations

The following time limitations apply to the presentation of claims for money or damages against the district:

1. ~~Claims for money or damages relating childhood sexual abuse or any other cause of action specifically excepted from the Government Claims Act by Government Code 905, and for which a statue or regulation provides a claims presentation procedure shall be filed in accordance with the applicable governing statute or regulation. (Government Code 905, 935)~~

2. ~~In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 and which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)~~

3. ~~Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)~~

4. ~~Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)~~

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)

2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another a statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905)

4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. (Government Code 911.2, 935)

### Receipt of Claims

A claim, ~~any amendment thereto, or an application to present a late claim~~ shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, or mail chute or other similar facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the public employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than $10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds $10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of $25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, ~~personally deliver or mail to the claimant, at the address stated in the claim or application,~~ provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claim

Within the time limits provided under the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

~~For claims under item #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim.~~ When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed ~~Such claim and the application to present a late claim shall be presented not later than~~ one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code ~~905,~~ 911.4, 915, 915.2 )

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.

2. The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim.

3. The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.

4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not been commenced or barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.

2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.

3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.

4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.

5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or designee shall transmit to the claimant written notice of action taken or inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall ~~either be personally delivered or mailed to the address stated in the claim or application~~ be provided in the manner specified in Government code 915.4. (Government Code 913, 915.4)

**Policy 3452: Student Activity Funds**

**Status:** DRAFT

**Original Adopted Date:** 09/04/2007

The ~~Governing~~ Board of Trustees recognizes that student organizations **can provide students with an opportunity to conduct worthwhile cocurricular activities while helping students learn about effective financial practices and develop leadership and management skills. To that end, the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district- employed advisor, and are subject to the control and regulation of the Board.** Student organizations may raise and spend ~~money~~ **funds** ~~in order~~ to **support activities** that promote the general welfare, morale, and educational experiences of the students body. ~~Student funds shall finance worthwhile activities which go beyond those provided by the district. Minutes shall be kept of student organization meetings and shall properly reflect all financial activities.~~

~~(cf. 1321 - Solicitation of Funds from and by Students)~~

~~(cf. 3554 - Other Food Sales)~~

Fundraising

**At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fundraising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and do not conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.**

**Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.**

Management and Reporting of Funds

Student **body funds** shall be managed in accordance **with law, regulations, Board policies,** and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the ~~safety~~ **security** of ~~funds or exposing students to undue responsibility or unnecessary routine~~.

~~With Board of Trustees approval, student funds shall be held or invested in one of the following ways:~~

~~1. Deposited or invested in a federally insured bank or savings and loan; or in a state or federally insured credit union. (Education Code 48933)~~

~~2. Invested in U.S. savings bonds or obligations. (Education Code 48933)~~

~~3. Loaned to other district student organizations or invested in district property improvements pursuant to Education Code 48936.~~

~~Student funds shall be disbursed according to procedures established by the student organization. All disbursements must be approved by a Board-designated official, the certificated employee who is the student organization advisor and a student organization representative. (Education Code 48933)~~

~~The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The Superintendent or designee shall periodically review the organizations' general financial structures and accounting procedures.~~

~~The Board shall provide an annual audit of student accounts by a certified public accountant or licensed public accountant. Auditing cost shall be paid from district funds. (Education Code 41020)~~

~~(cf. 3400 - Management of District Assets/Accounts)~~

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of fundraising ventures, provide reliable financial information, protect employees and volunteers from accusations of impropriety, and reduce the risk and promote the detection of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall monitor the budget and periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be expended according to procedures established by the student organization. All expenditures must be approved by a Board-designated employee or official, the certificated employee who is the designated student organization advisor, and a student organization representative. (Education Code 48933)

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

The Board shall provide an annual audit of student organization accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

**Policy 3515.3: District Police/Security Department**

**Status:** DRAFT

**Original Adopted Date:** 09/04/2007

To help ~~ensure~~ **protect** the safety of district students and staff and the security of district property, the Board of Trustees shall maintain a district police or security department. **The Board commits to providing a positive school climate, mental health services, other student support services, and restorative justice practices to resolve conflicts and reduce law enforcement interactions with students.**

~~(cf. 0450 - Comprehensive Safety Plan)~~

~~(cf. 1250 - Visitors/Outsiders)~~

~~(cf. 3515 - Campus Security)~~

~~(cf. 3515.2 - Disruptions)~~

~~(cf. 3515.5 - Sex Offender Notification)~~

~~(cf. 3516.2 - Bomb Threats)~~

~~(cf. 5131.4 - Student Disturbances)~~

~~(cf. 5131.5 - Vandalism, Theft and Graffiti)~~

~~(cf. 5131.6 - Alcohol and Other Drugs)~~

~~(cf. 5131.7 - Weapons and Dangerous Instruments)~~

~~(cf. 5136 - Gangs)~~

~~(cf. 5142.1 - Identification and Reporting of Missing Children)~~

~~(cf. 5145.11 - Questioning and Apprehension)~~

~~(cf. 5145.12 - Search and Seizure)~~

**The Superintendent or designee shall provide training to staff regarding the role of district police or security officers and the appropriate circumstances for contacting such officers.**

Duties of district police ~~officers~~ or security officers shall be delineated in a job description developed by the Superintendent or designee. **Such duties shall focus on collaborative problem solving and, when circumstances warrant intervention with students, the use of positive and restorative approaches in accordance with Penal Code 1365. Job duties shall not include the handling of routine student disciplinary matters.**

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

~~(cf. 4200 - Classified Personnel)~~

**OPTION 1: (Security Department)**

Persons employed or assigned as school security officers shall serve as watchpersons, security guards, or patrolpersons on or about district premises to protect persons or property, prevent the theft or unlawful taking of district property, or report unlawful activity to the district and local law enforcement agencies. (Education Code 38001.5)

When district security officers are unable to perform their duties because of an emergency, including, but not be limited to, war, epidemic, fire, flood, or work stoppage, or when the emergency necessitates additional security services, the Board may contract with a private licensed security agency. In such cases, the Board shall make a specific finding that an emergency exists and shall include this finding in the Board minutes. (Education Code 38005)

**OPTION 2: (Police Department)**

Persons employed as members of the district police department, when appointed and duly sworn, are peace officers for the purposes of carrying out their duties pursuant to Penal Code 830.32. (Education Code 38001)

The district's police department may be supplemented by a school police reserve officer corps, which may include unpaid volunteer reserve police officers. For the duration of their specific assignment, school police reserve officers shall have the same powers and duties as other school police officers. (Education Code 35021.5; Penal Code 830.6)

~~(cf. 1240 - Volunteer Assistance)~~

Conduct of Officers

The Board expects district police or security officers to cooperate and regularly communicate with local law enforcement agencies, and to work collaboratively with other district staff and community members to develop long-term, proactive approaches that address the conditions affecting school safety.

~~(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)~~

District police or security officers shall conduct themselves in ways that promote goodwill and cooperation on the part of students, district staff, and the general public. District police or security officers shall not discriminate against or treat any person differently on the basis race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics

District police or security officers shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7)

Whenever possible, district police or security officers shall use tactics such as de-escalation techniques to mitigate the use of force. The district police department shall maintain and make accessible to the public a policy on the use of force in accordance with Government Code 7286 and consistent with district policy and administrative regulation. Officers shall periodically receive training regarding applicable district policies and the guidelines from the Commission on Peace Officer Standards and Training

Equipment

OPTION 1: The Board authorizes district police or security officers to carry firearms in accordance with law, Board policy, and administrative regulations.

OPTION 2: District police or security officers shall not carry firearms.

~~Firearms~~

~~District police or security officers shall not carry firearms.~~

The district police department shall be eligible to receive surplus military equipment pursuant to 10 USC 2576a only if, at a regularly scheduled public Board meeting, the Board approves the acquisition of such equipment after providing parents/guardians and members of the public an opportunity to comment on the proposed acquisition. The Board shall provide a detailed description of the function and purpose of the surplus military equipment, identify safe and secure storage for the equipment, and ensure that district police officers have adequate training in the safe use and handling of the equipment to be received. (Education Code 38004.5)

Records

District police or security officers shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)

Records created and maintained by the district police or security department for a law enforcement purpose are not considered disclosable student records under the Family Educational Rights and Privacy Act. (34 CFR 99.3)

## Regulation 3515.3: District Police/Security Department

**Status:** DRAFT

**Original Adopted Date:** 09/04/2007

To be employed as district police or security officers, persons shall meet all the requirements for classified personnel in addition to specialized requirements as described below.

~~(cf. 4112.4/4212.4/4312.4 - Health Examinations)~~

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

~~(cf. 4211 - Recruitment and Selection)~~

~~(cf. 4212 - Appointment and Conditions of Employment)~~

~~(cf. 4215 - Evaluation/Supervision)~~

Chief of Police/Chief of Security

The district police or security department shall be supervised by a chief of police or chief of security designated by the Superintendent and working under the Superintendent's direction. (Education Code 38000)

Qualifications for the position of police or security chief include, but are not limited to, prior employment as a peace officer or completion of a peace officer training course approved by the Commission on Peace Officer Standards and Training (POST). The police or security chief shall comply with this requirement within one year of initial employment in this position by the district. (Education Code 38000)

Qualifications of Security Officers

~~Every~~ A person employed as a school security officer shall: (Education Code 38001.5)

1. Under the conditions described in Education Code 38001.5, submit fingerprints to the district ~~copies of his/her fingerprints~~ on forms or electronically, as prescribed by the Department of Justice

2. Be determined to be a person not prohibited from employment by a school district pursuant to Education Code 44237 or 45122.1

~~(cf. 3515.6 - Criminal Background Checks for Contractors)~~

~~(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)~~

~~(cf. 4212.5 - Criminal Record Check)~~

3. Be determined by the Department of Justice to be a person who is not prohibited from possessing a firearm ~~(Education Code 38001.5)~~

The district shall provide each ~~Each employee who works more than 20 hours a week as a~~ school security officer, during the employee's regular working hours ~~shall complete~~ a course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with ~~the Commission on Peace Officer Standards and Training~~ POST. (Education Code 38001.5)

School security officers who carry a firearm while performing their duties shall additionally satisfy the training requirements of Penal Code 832. (Education Code 38001.5)

Qualifications of Police Officers

Before exercising the powers of a peace officer, district police officers shall satisfactorily complete an introductory course of training prescribed by ~~the Commission on Peace Officer Standards and Training~~ POST and shall pass the ~~commission's~~ POST examination. (Penal Code 832, 832.3)

~~If a~~ A person who has passed this examination more than three years before being employed as a peace officer, or has a break in service of three or more years, ~~he/she~~ shall be required to pass the examination before beginning duties as a district police officer, unless ~~he/she meets criteria required by law~~ exempted pursuant to Penal Code

382. (Penal Code 832)

Within a reasonable time but not to exceed two years of the date of first employment, ~~district~~ police officers shall ~~have completed supplementary specialized training, approved by the Commission on Peace Officer Standards and Training~~, POST on the unique safety needs of a school environment. (Penal Code 832.3)

The Superintendent or designee may provide district police officers with additional training in other public safety skills, including but not limited to first aid, rescue, cardiopulmonary resuscitation, emergency medical technician training, juvenile procedures and specialized safety equipment. (Education Code 38002)

~~(cf. 4119.43/4219.43/4319.43 - Universal Precautions)~~

~~(cf. 4231 - Staff Development)~~

~~(cf. 5141 - Health Care and Emergencies)~~

School police reserve officers shall complete a course of training directly related to the role of school police reserve officers as prescribed in Penal Code 832.2. (Education Code 35021.5)

Equipment

Each district police or security officer shall wear a badge bearing the name of the district, carry an identification card bearing ~~his/her~~ a photograph and signature and the signature of the Superintendent, and carry any other identification data required by local law enforcement agencies. (Education Code 38003)

The district shall bear the cost of all required uniforms, equipment, identification badges, and cards. (Education Code 38003)

The ~~Board~~ district may provide and maintain motor vehicles for use by police or security department staff. When operated by a district officer in the performance of ~~his/her~~ the officer's duties, any vehicle is an authorized emergency vehicle and may be equipped and operated as such, as provided by the Vehicle Code. (Education Code 38004)

Use of Force

District police or security officers shall not use a carotid restraint or choke hold involving the application of pressure to a person's neck, trachea, or windpipe. (Government Code 7286.5)

The district police department shall maintain a policy, consistent with guidelines provided by POST, that provides a minimum standard on the use of force and includes all of the following: (Government Code 7286; Penal Code 13519.10)

1. A requirement that officers utilize de-escalation techniques, crisis intervention tactics, and other alternatives to force when feasible

2. A requirement that officers only use a level of force that they reasonably believe is proportional to the seriousness of the suspected offense or the reasonably perceived level of actual or threatened resistance

3. A requirement that officers report potential excessive force to a superior officer when present and observing another officer using force that the officer believes to be beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances based upon the totality of information actually known to the officer

4. Clear and specific guidelines regarding situations in which officers may or may not draw a firearm or point a firearm at a person

5. A requirement that officers consider their surroundings and potential risks to bystanders, to the extent reasonable under the circumstances, before discharging a firearm

6. Procedures for disclosing public records in accordance with Penal Code 832.7

7. Procedures for the filing, investigation, and reporting of citizen complaints regarding use of force incidents

8. A requirement that an officer intercede when present and observing another officer using force that is clearly beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances,
taking into account the possibility that other officers may have additional information regarding the threat posed

9. Comprehensive and specific guidelines regarding approved methods and devices available for the application of force

10. An explicitly stated requirement that officers carry out duties, including use of force, in a manner that is fair and unbiased

11. Comprehensive and specific guidelines for the application of deadly force

12. Comprehensive and detailed requirements for prompt internal reporting and notification regarding a use of force incident, including reporting use of force incidents to the Department of Justice in compliance with Government Code 12525.2

13. The role of supervisors in the review of use of force applications

14. A requirement that officers promptly provide, if properly trained, or otherwise promptly procure medical assistance for persons injured in a use of force incident, when reasonable and safe to do so

15. Training standards and requirements relating to demonstrated knowledge and understanding of the district's use of force policy by officers, investigators, and supervisors

16. Training and guidelines regarding vulnerable populations, including, but not limited to, children, elderly persons, people who are pregnant, and people with physical, mental, and developmental disabilities

17. Comprehensive and specific guidelines under which the discharge of a firearm at or from a moving vehicle may or may not be permitted

18. Factors for evaluating and reviewing all use of force incidents

19. Minimum training and course titles required to meet the objectives in the use of force policy

20. A requirement for the regular review and updating of the policy to reflect developing practices and procedures

The district prohibits retaliation against an officer or other district employee who reports a suspected violation of this policy by another officer.

Personnel Files

Before any record containing an adverse comment is placed in a district police officer's personnel file, ~~he/she~~ the employee shall read and sign the record indicating ~~he/she is aware~~ awareness of the comment. The ~~police~~ officer shall have 30 days to file a written response, which shall be attached to the adverse comment. (Government Code 3305-3306)

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

A police officer may inspect ~~his/her~~ the personnel file during usual business hours with no loss of compensation. If the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted and shall describe the reasons supporting those corrections or deletions. Within 30 days of the request, the Superintendent or designee shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. The Superintendent or designee shall state in writing the reasons for refusing any request. (Government Code 3306.5)

Disciplinary Action

Any investigation of a district police officer that could lead to punitive action shall be conducted in accordance with Government Code 3303-3304.

If the Superintendent or designee decides to impose discipline following investigation and any predisciplinary response or procedure, ~~he/she shall notify~~ the police officer **shall be notified** in writing within 30 days of the decision, including the date that the discipline shall be imposed. (Government Code 3304)

Any appeal by a police officer shall be conducted in accordance with Board policy and administrative regulation. (Government Code 3304.5)

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

## Policy 7210: Facilities Financing

**Status:** DRAFT

**Original Adopted Date:** 09/04/2007 | **Last Revised Date:** 10/02/2012

The Governing Board of Trustees recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary ~~Wwhen~~ When it is determined that school facilities must be built or expanded to accommodate an increased or projected increased enrollment~~, the Board of Trustees shall consider appropriate methods of financing for the purchase of school sites and the construction of buildings. In addition, financing may be needed~~ or when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method of funding that will best serve district needs as identified in the district's master plan for school facilities.

~~The Board of Trustees operates with a set of philosophies regarding the financing of~~

~~1. Staff will engage in an intentional process to plan for future growth.~~

~~2. Students generated from new development should not negatively impact the learning environment of current students.~~

~~3. New development should be expected to pay its own way, with the exception of school operation costs, in order to provide adequate student housing.~~

~~4. General Fund monies shall not be expended to construct facilities.~~

~~5. Staff will work with the City of Lincoln to co-locate park and school sites as often as possible, with the understanding that each entity is responsible for constructing their own facilities.~~

~~The Superintendent or designee shall research funding options and recommend to the Board the method that would best serve district needs as identified in the district's master plan for school facilities.~~

~~(cf. 7110 - Facilities Master Plan)~~

~~These f~~Funding ~~options~~ alternative may include, but are not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

~~a. For any developer that chooses to pay the amount of the justified maximum school fee permitted under State law for its development, the district agrees to provide mandated school services as required under State law, located at any current school site that has space available. At this level of funding, the District shall be under no obligation to provide a neighborhood school for said development.~~

2. ~~Levying developer fees pursuant to Education Code 17620 and Government Code~~ Forming a community facilities district pursuant to Government Code 53311- 53368.3, the Mello-Roos Community Facilities Act

~~a. A developer may choose to provide additional voluntary funding as a method of financing a portion of the cost of the school facility impacts caused by its development pursuant to a school facility impact facilities agreement ("Agreement") by and between the District and said developer. This Agreement may contain provision which govern the dedication/acquisition of school sites, funding for the construction of school facilities within or in reasonable proximity to the proposed development, and the terms of a financing plan.~~

~~(cf. 7211 - Developer Fees)~~

3. ~~Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act~~ Forming a school facilities improvement district pursuant to Education Code 15300-15425

~~a. Formation of Mello-Roos Community Facilities District pursuant to Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5, Part 1, Division 2, Title 5 of the government Code of the State of California.~~

~~b. The district, with the cooperation of a developer, may also commence the process of forming a community facilities district(s) ("CFD") under the provision of the Mello-Roos Community Facilities Act of 1982 as amended (Government Code section 53111 et seq.). Such a CFD shall be organized and empowered to levy an annual special~~

~~tax upon certain properties within the developer's project area.~~

~~c. Pursuant to the requirements of California Government Code Section 53312.7, the District shall give priority attendance access to students residing in a CFD whose residents have paid special taxes that have, in whole or in part, financed the construction of school district facilities. The degree of priority shall reflect the proportion of each school's financing provided through the CFD. The attendance priority described above is subject to the District's other attendance policies.~~

~~(cf. 7212 - Mello-Roos Districts)~~

4. ~~Forming a school facilities improvement district pursuant to Education Code 15300-15425~~ **Issuing voter-approved general obligation bonds**

~~(cf. 7213 - School Facilities Improvement Districts)~~

5. ~~Issuing voter-approved general obligation bonds~~ **Imposing a parcel tax pursuant to Government Code 50079**

6. ~~Imposing a qualified parcel tax pursuant to Government Code 50079~~ **Using lease revenues for capital outlay purposes from surplus school property**

7. ~~Using lease revenues for capital outlay purposes from surplus school property~~ **Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)**

**The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)**

**As applicable, the district shall comply with BP 3470 - Debt Issuance and Management**