

Plaza School District  
7322 County Road 24  
Orland, CA 95963  
BOARD OF TRUSTEES  
Regular Board Meeting  
January 18<sup>th</sup>, 2018  
3:00PM  
Agenda

- I. Call to Order
- II. Pledge of Allegiance
- III. Members Present
- IV. Correspondence
  - a. January Pirates Post Newsletter
  - b. December 8<sup>th</sup>, 2017 Letter from Glenn Co. Sheriff's Office Regarding CodeRED System
  - c. December 21<sup>st</sup>, 2017 Letter from Plaza Teachers Association
- V. Superintendent Report/Information
  - A. Plaza Community Club
  - B. Local Control and Accountability Plan
  - C. Enrollment
  - D. SPED Services
  - E. English Language Proficiency Assessment for California (ELPAC) and English Language Development (ELD) for English Learners (EL)
  - F. New Construction/Modernization
  - G. Facilities
  - H. School Safety Plan
  - I. 2016-17 Annual Audit as of June 30<sup>th</sup>, 2017
  - J. Kindergarten Roundup
  - K. Girls on the Run
- VI. Comments: Agenda Items Only—Any person wishing to address the Board will identify themselves, the agenda item they are speaking about, and limit remarks to three minutes.
- VII. Action
  - A. Old Business
  - B. New Business
    - 1. Consent Agenda: Routine matters that can be approved with one motion.
      - a. Approve Minutes of the December 14<sup>th</sup>, 2017 Regular Board Meeting
      - b. Approve Warrant Registers— 12/09/17 – 1/09/2018
      - c. Approve Budget Transfers— None
    - 2. Approve Instructional Aide Selection-- Felicia Torres
    - 3. Approve 2016-17 School Accountability Report Card
    - 4. Approve Request for Six Weeks Additional Bonding Leave Until February 12th for Aurora Esparza, School Clerk
    - 5. Approve Request for Leave of Absence for Child Care from January 22<sup>nd</sup> Through March 30<sup>th</sup> for Veronica Sanchez, Business Manager
- VIII. Comments: Non Agenda Items—The Board Clerk will allow three minutes for speakers to address the appropriate matters. Speakers will identify themselves when acknowledged by the Clerk.
- IX. Closed Session-

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- X. a. Contract Negotiations-- Pursuant to California Education Code  
Adjournment**



# THE PIRATE'S POST

December 22, 2017

# January

Check out our website at [www.Plazaschool.org](http://www.Plazaschool.org) for Information, Events and Dates!

## Dates to Remember:

Dec. 25<sup>th</sup>-Jan. 5<sup>th</sup> NO SCHOOL: Christmas Break

2018  
Happy New Year!

Jan. 11 <sup>th</sup>	8 <sup>th</sup> Grade Exploratory Day at Glenn County Fairgrounds
Jan. 12 <sup>th</sup>	7 <sup>th</sup> /8 <sup>th</sup> Basketball at Orland Rec Center @ 12:30
Jan. 15 <sup>th</sup>	<b>NO SCHOOL</b> <b>Martin Luther King Jr. Day</b>
Jan. 18 <sup>th</sup>	Plaza Board Meeting @ 3pm Plaza Community Club Meeting @ 6pm @ Orland Round Table
Jan. 19 <sup>th</sup>	7 <sup>th</sup> /8 <sup>th</sup> Basketball at Orland Rec Center @ 12:30
Jan. 26 <sup>th</sup>	7 <sup>th</sup> /8 <sup>th</sup> Basketball v. Vina at Los Molinos High School <b>PCC's Father-Daughter Dance 6pm</b>
Jan. 30 <sup>th</sup>	2018-19 Kindergarten Round Up (appointments required)
Jan 31 <sup>st</sup>	Minimum Day Dismissal @ 12:45 Teacher Professional Development
Feb. 1 <sup>st</sup>	School Site Council @ 3pm
Feb. 2 <sup>nd</sup>	7 <sup>th</sup> /8 <sup>th</sup> Basketball at Orland Rec Center @ 12:30
Feb. 9 <sup>th</sup>	7 <sup>th</sup> /8 <sup>th</sup> Basketball at Orland Rec Center @ 12:30
Feb. 15 <sup>th</sup>	Plaza Board Meeting @ 3pm Plaza Community Club @ 6pm @ Orland Round Table
Feb. 15-16 <sup>th</sup>	7 <sup>th</sup> /8 <sup>th</sup> Basketball Tournament @ Orland Rec Center
Feb. 19-23 <sup>rd</sup>	<b>NO SCHOOL: Winter Break</b>
Feb. 28 <sup>th</sup>	Minimum Day Dismissal @ 12:45 Teacher Professional Development

## 2018-19 ENROLLMENT

Although the current school year isn't quite half over yet, we are already beginning to look at next year's enrollment. **All families who live out of district must have an inter-district agreement approved by their district of residence**, as well as Plaza School. Willows Unified, Capay Joint Unified, and Lake Elementary School District have an agreement that is good for more than one school year. However, Orland Unified requires approval each year. Please contact your district of residence about getting next year's agreement approved.

Also, the **2018-19 Kindergarten Round Up** is scheduled for Tuesday, January 30<sup>th</sup>. If you have received a letter inviting you to round up, please make sure you call the office to set up an appointment for that day. You and your future pirate will meet with the principal, county nurse, and Ms. Sexton, who will be the kindergarten teacher next year. Part of your time here will also include turning in a copy of the child's birth certificate and immunization records, and filling out enrollment forms.

If you haven't received an invitation, but think you should have, please contact the office as soon as possible.



## BOOK FAIR

A huge thanks to everyone who volunteered to help make this year's book fair a success, with a special thank you to Tina Noraas for organizing the event again this year. Many of these volunteers also spend time working in the library each week. All of your hard work and dedication towards the Plaza School library has been invaluable. If anyone is interested in helping out in the library, please see Mr. Conklin.





## GIRLS ON THE RUN IS SO MUCH FUN!

Parents – Do you have a girl going in to 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> grade in the fall? We are happy to announce that Girls on the Run will be offering a team at **Plaza School** this spring!

***Girls on the Run is MUCH more than a running program.*** We: build girls' confidence, help them realize their potential, understand better who they are and teach them that they can do anything they set their minds on! It all happens through fun, dynamic lessons and running games. Running is used to encourage lifelong health and fitness while building confidence through accomplishment.

At the season's conclusion, the girls will implement a community service project and complete a 5K (3.1 miles) fun run. Completing the 5K gives the girls a tangible sense of achievement as well as a framework for setting and achieving life goals.

**DON'T MISS LOTTERY REGISTRATION – JAN. 9<sup>th</sup> to JAN. 19<sup>th</sup>! TEAMS are LIMITED to 15 girls so be sure to register during Lottery.** We will run the Lottery after 5 pm on Jan. 19<sup>th</sup> and families will know by Tuesday, Jan. 23<sup>rd</sup> if their daughter has a spot for the spring or is put on a waiting list.

**Our spring 2018 season will begin the week of Feb. 5<sup>th</sup> 2018. Girls meet 2X/week on campus right after-school (days of the week will be determined by the coaches). The celebratory GOTR 5K fun run will be held Saturday, May 5<sup>th</sup> in Durham, CA.**

You can visit Girls on the Run's website at [www.gotrnorthstate.org](http://www.gotrnorthstate.org) for more information, registration fees and to find the link to the registration page.



### Plaza School Communication

In order to better reach our community in a more convenient way, Plaza School uses both Remind101 (text messaging) and Simply Circle (email) to communicate important school information from the superintendent/principal. Both of these are **separate from individual classroom teacher communication**. This is **also different than the automated all call system that will call and text messages**. Please make sure you sign up for the school wide Remind 101 too!

To sign up for **Remind 101** using your cellphone, please follow these simple directions:

1. Using your cellphone's text messaging, enter **81010** as the number to text.
2. Type **@cc6ge8** into the text message and send.

To sign up for Remind 101 using your email address, please follow these simple directions:

1. Using your email, enter **cc6ge8@mail.remind.com** in the To section and hit send.
2. You do not need to include a subject or message.

To sign up for **Simply Circle**, please give your name and email address to either your child's classroom teacher or the school office. Or you can email Mr. Conklin at [pconklin@glenncoe.org](mailto:pconklin@glenncoe.org)

### Student Pickup & Drop Off

It is unsafe to drop off or pick up students at the front of the school on Road 24, especially during peak times before and after school. Please do not park in the spots off of Road 24 because they are reserved for staff.



The handicap space is for handicap **ONLY!** This pertains to dropping off or picking up students as well. The safest place to pick up or drop off students is in the parking lot on Road S.





RICHARD L. WARREN, JR.  
Sheriff/Coroner  
Director O.E.S.

## GLENN COUNTY SHERIFF'S OFFICE

Sheriff, Coroner, Civil Process, Office of Emergency Services, Animal Control  
*"Commitment to Service, Dedication to Community"*

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TODD A. JAMES  
Undersheriff

December 8, 2017

To: Glenn County School District Superintendents

Glenn County has instituted a new emergency alert and notification system, CodeRED. This system is capable of notifying residents and organizations when a hazard exists in our county. The system is equipped with traditional landline phone numbers; however, it does not include VoIP or cell numbers. As we continue to build the capacity of this system, we would like to ensure our schools are receiving these critical emergency alerts. We would like to create emergency contact groups for each of our school districts to increase our ability to send targeted emergency alerts to our schools such as during an active shooter incident.

We need your assistance in creating these school-based emergency contact groups. If your main phone line does not connect to a live person but to a directory, the emergency alert will not reach you. Therefore, we would like to have additional contact information such as any direct lines (cannot include an extension). If your school(s) would like to provide additional individual contacts such as administrative staff, to include cell phone and email alerts, you may do so on the attached spreadsheet. This information will be maintained by Sheriff's Office – Office of Emergency Services staff and can be sent to you each school year for review and updates.

Please feel free to contact me with any questions. I would like to have the data returned to me as soon as possible but no later than January 12, 2018.

Thank you,

A handwritten signature in cursive script, appearing to read "Amy Travis".

Amy Travis  
Deputy Director Office of Emergency Services  
Glenn County Sheriff's Office  
530-934-6588  
[atravis@countyofglenn.net](mailto:atravis@countyofglenn.net)

543 W. Oak Street • Willows, CA 95988  
Administration (530) 934-6441 • Fax (530) 934-6473  
24 Hour (530) 934-6431 • (530) 865-1122 • Fax (530) 934-6429  
Jail (530) 934-6428 • Fax (530) 934-6427

December 21, 2017

Dear Mr. Conklin and Board Members:

We wanted to share with you some of the things we were discussing amongst ourselves when considering Mr. Conklin's offer for a four-year agreement.

First and foremost we all really love our jobs. We really appreciate your time and dedication. Together we have all worked hard to make Plaza the top notch school that it is. We love that we continue to have the highest test scores in the county (and one of the highest in surrounding counties as well). We feel that we have a strong, cohesive staff that works together for the good of our very special Plaza community.

We realize that teachers at the larger schools get paid more, but we know that there are many reasons why we would rather teach at Plaza for less pay. Recently our CTA representative presented us with salary scales from neighboring schools. Although we serve more students, since Capay and Lake are the closest in type as Plaza, we did a comparison with those two schools.

Teachers at Plaza make less than the teachers at Capay from a difference of \$2,905 to \$4,480 a year. Even with a difference in health benefits of \$2,500, there's a fairly large difference for most of the teachers.

When we looked at Lake's salary schedule, we realized that they also make more than teachers at Plaza, and there are some huge differences after about year 20. Lake's teachers at year 25 make \$77,115 while Plaza's teachers at year 32 (our highest step) make \$77,354, and Lake's teachers pay about \$2,000 a year less toward their benefits.

We would like to settle for this year. There's a great possibility that our staff will be very different next year with teachers retiring. We should know more with respect to GAP funding and the economy. Four years is a long time with so many changes and uncertainties. We are hoping that things are more settled at the end of this year, and we can all make informed decisions at that time.

Again, we really appreciate your time and consideration.

Sincerely,

The Plaza Teachers Association



## ***Plaza Community Club Meeting***

**Call To Order: John Canalia**

**Last Months Minutes: Kristina Hutson**

**Treasure's Report: Sara Yancy**

### **Old Business:**

Father Daughter Dance to be rescheduled.  
Carnival updates- tickets, meat,...

### **New Business:**

Open to the floor.

### **Upcoming Events:**

Next meeting February 15<sup>th</sup>.

ATTACHMENT B

**IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER**

Este informe contiene información muy importante sobre su agua potable.

Tradúzcalo o hable con alguien que lo entienda bien.

**The Plaza Elementary School water system  
did not meet Bacteriological Drinking Water Standards  
in January, 2018**

Our water system violated the bacteriological drinking water standard for January of 2018. As our consumers, you have a right to know what you should do, what happened, and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. We took three (3) samples to test for the presence of coliform bacteria during January of 2018. Two of the samples showed the presence of total coliform. The standard is that no more than one (1) sample per month may have total coliform.

**What should I do?**

- **You do not need to boil your water or take other corrective actions.** This is not an emergency; if it had been, you would have been notified immediately.
- Usually, coliforms are a sign that there could be a problem with the treatment or distribution system (pipes). Whenever we test for total coliform bacteria in any sample, we also test to see if other bacteria of greater concern, such as fecal coliform or *E. coli*, are present. **We did not find E. Coli bacteria in our testing.**
- People with severely compromised immune systems, infants, and some elderly may be at increased risk. These people should seek advice about drinking water from their health care providers. General guidelines on ways to lessen the risk of infection by microbes are available from U.S. EPA's Safe Drinking Water Hotline at 1(800) 426-4791.
- If you have other health issues concerning the consumption of this water, you may wish to consult your doctor.

**What happened? What is being done?** In January of 2018 two water samples had tested positive for total coliform organisms. We are currently assessing the cause of these results and will recollect water samples for analysis during the week of January 22nd, 2018

For more information, please contact Patrick Conklin @ 530-865-1250 (ext. 33)

State Water System ID#: 1100448





Vista, CA 92084

# Quotation

Quote is valid for 30 days.

www.pdplay.com

Phone #	Fax #
760-597-5990	760-597-5991

Date	JOB NUMBER
1/10/2018	18006

BILLING ADDRESS
Plaza Elementary School 7322 County Road 24 Orland, CA 95963

Terms	JOB NAME
Advance Payment	Plaza ES Parts - 18006

Description	Qty	Rate	Total
Contractors License #686356 / DIR # 1000006514			
Ship to Location: 7322 County Road 24 Borland, CA 95963 (Please verify shipping address)			
Lead Time: 6-8 weeks after we receive signed quote and payment.			
Materials:			
Repair Materials: Picture 1 - P87.5 - Cobra Post 4x4x46.5" - Color:Tan	2	89.60	179.20
Repair Materials: Picture 2 - A Post - 12'	1	484.40	484.40
Repair Materials: Picture 3 - Slide Bracket 2x4x46.5" - Color:Tan	1	86.80	86.80
Repair Materials: Picture 4 - E Post - 10'	3	414.40	1,243.20
Repair Materials: Picture 5 - C Post - 11'	1	448.00	448.00
Repair Materials: Picture 6 - I Post - 8-2"	1	352.80	352.80
Please Note: All holes will need to be drilled on site for accuracy.			
Freight For Repair Items		427.55	427.55
Terms:			
1. Payment due with order placement.			
2. Prices quoted are guaranteed for 20 days.			
Sign and return a copy for us to process your order. Customer agrees to pay for the products and services outlined above.			
Accepted by:			
Customer Signature: _____ Date : _____			
Total			



Quote is valid for 30 days.

www.pdplay.com

[illegible]





**Hunt Propane, Inc.**  
310 Nord Ave.  
Chico, CA 95926  
Office 530 342-8376  
Fax 530-342-6482

## **Supply and Pricing Contract**

Plaza Elementary School District  
7322 County Road 24  
Orland, CA 95963

Patrick Conklin,

Subject to the provisions of the LP Gas Service and Equipment Rental Agreement, the price of propane will be, \$0.70/gallon over Hunt Propane, Inc. LIC. Tank rentals will be \$20/per year/per tank. Hunt Propane, Inc. will provide equipment (499 gallon tank and 250 if needed).

The propane Equipment and Pricing agreement between Hunt Propane, Inc. and Plaza Elementary School District, is effective for the period of 3 years, starting on the date of equipment installation.

Terms net 10- Due and payable in full 10 days from the date of purchase. Delinquent accounts will be assessed a finance charge as shown on our statement.

Hunt Propane, Inc., will maintain and service equipment as needed, as well as performing periodic inspections to ensure safety and compliance.

---

Customer Signature      Date

---

Hunt Propane, Inc.      Date

		<b>Amerigas</b>	<b>Hunt</b>	<b>Amerigas</b>
<b>2017</b>	<b>Gallons</b>	<b>price/gallon</b>	<b>price/gallon</b>	<b>Haz/Fuel Fee</b>
January 3	125.8	\$2.34	1.85	\$16
January 18	236	\$2.63	1.95	\$16
January 25	165.8	\$2.31	2.05	\$16
January 31	146.3	\$2.36	2.15	\$16
February 9	106	\$2.42	2.15	\$16
February 22	136.5	\$2.40	2.15	\$16
March 09	109.3	\$2.44	2.10	\$16
March 23	105.8	\$2.38	2.00	\$16
May 4	159.2	\$2.23	1.63	\$16
May 31	Tank Rent 500g	\$101	\$20	
August 31	85.9	\$2.40	\$1.61	\$16
September 12	242	\$2.56	\$1.65	\$16
October 19	165.9	\$2.74	\$1.875	\$16.50
October 31	Tank Rent 250g	\$112.61		
November 7	43.9	\$2.95	\$1.94	\$16.50
November 7	91.7	\$2.95	\$1.94	\$16.50
November 30	130	\$3.17	\$1.95	\$16.5

\*Hunt Propane Inc. does not charge a hazmat/fuel delivery fee. Amerigas charges each time propane is delivered. Hunt's annual rent is \$20 per tank. Amerigas is over \$100. From January 2017 until March, Hunt's per gallon charge was approximately \$.30 cheaper. It has been closer to \$1.00 per gallon cheaper since October, 2017.



**Griffith  
Fencing**  
4209 county RD  
K Orland, Ca  
95963

Contractor license # 947109 Cell # 530-230-7077 or Office # 530-865-3620

Date: 1/16/2018  
INVOICE #110  
Expiration Date: 1/30/2018

TO Plaza School  
7322 Co RD 24  
Orland ca  
[Phone]

Salesperson	Job	Payment Terms	Due Date
	535 ft. Of 6 foot chain-link		
Qty	Description		
535 total Feet	535 ft. of 9 gage chain link fencing 1 5/8 top rail 2 3/8 corner post 1 7/8-line post. post set in concrete at least 2 foot in ground. Gate post 2 7/8 SCH 40 3 60 in wide ADA gates in front of school south side. East side of school install 18-foot roll gate weld extensions to make 6 foot chain-link fence same as above		
		Subtotal	\$16,380
		Sales Tax	
		Total	\$16,380

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

*Thank you for your business!*

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B&amp;H # UBUCG3AF5 • MFR # UVC-G3-AF-5

**5**

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- IR LEDs for Night Vision
- Mechanical IR Cut for True Day/Night
- 3.6mm Fixed Lens with f/1.8 Aperture
- 85/72° Horizontal FOV
- Built-In Microphone for Audio
- Multiple Image Settings
- Ethernet Port with PoE Technology
- Wall/Ceiling/Pole Ball-Joint Mount
- Can Be Installed Outdoors

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**\$1,345.99**[Add to Cart](#)**Comprehensive Cat 6**  
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RJ45 CAT6  
**View price in cart**[Add to Cart](#)**Ubiquiti Networks**  
UniFi G3 Series IR  
**\$84.99**[Add to Cart](#)**Ubiquiti Networks TS-**  
5-POE TOUGHSwitch  
**\$84.99**[Add to Cart](#)**Axis Communications**  
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Minutes

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Members Present** – Darin Titus, PJ Davis, Connie King, Patrick Conklin, Mrs. Fowler, Mrs. Limberg and Veronica Sanchez
- IV. **Correspondence**
  - a. **November and December Pirates Post Newsletter** – Mr. Conklin reported that student government made \$2,300 with the Pancake Breakfast fundraiser.
  - b. **Packet from Karry MacDonald Concerning Cayucos Elementary School District** – Information regarding legislation that could potentially affect K-8 feeder schools.
  - c. **November 16<sup>th</sup>, 2017 Informational Bulletin from Glenn County Sheriff's Office**
  - d. **Letter to Plaza School Community Regarding Glenn County Sheriff's Office Bulletin**
  - e. **November 3<sup>rd</sup>, 2017 Letter to Plaza Teachers Association Representatives** - Informational
  - f. **Informational Brochure from Department of Pesticide Regulation** – Mr. Conklin explained the new regulation the state adopted January 1<sup>st</sup>, 2018 regarding the use of agricultural pesticides near public K-12 schools. The regulation restricts when pesticides can be used within ¼ mile of a public school.
- V. **Superintendent Report/Information**
  - A. **Plaza Community Club** - Informational
  - B. **Local Control and Accountability Plan** –  
Mr. Conklin discussed the three LCAP goals below and added that we continue to offer our Art and Music program.  
  
**Goal 1:** Students in grades K-8 will increase academic achievement in all areas.  
  
**Goal 2:** Provide appropriately assigned and fully credentialed teachers with standards-aligned instructional materials in school facilities that are in good repair in order to fully implement academic content and performance standards in a broad course of study.  
  
**Goal 3:** Provide a safe and welcoming climate for all stakeholders that includes parent input in decision making and promotes parent participation in student learning in order to improve school attendance rates.
  - C. **Dashboard** – Mr. Conklin informed the board that the dashboard is available online. The Dashboard is a component of the Local Control and Accountability Plan. It is another way for community members to monitor how well certain subgroups in districts are performing in areas like chronic absenteeism, suspension rate, English learner progress, English Language Arts, and Mathematics.
  - D. **Enrollment** – Currently there are 207 students enrolled.

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- E. **Facilities** – Mr. Conklin presented the inspection and budget report from Justin Holliman who assists agencies with requesting bids/proposals from contractors to conduct work on roofs using Garland products. Mr. Conklin also informed the board that Anthony would try to fix the fence that was damaged on Road 24.
- F. **Instructional Aide Vacancy and School Clerk Position** – Mr. Conklin informed the board that one of the five candidates interviewed for the Instructional Aide position was hired and would begin training with Ms. Crawford the week before the break. Mr. Conklin also informed the board that the person who had been subbing for Mrs. Esparza accepted a position elsewhere and Maria Carrillo began training to take her place.
- G. **Next Generation Science Standards (NGSS)** – Mr. Conklin reported that he and three teachers had attended a two day workshop held by California Department of Education as part of the NGSS rollout.
- H. **Williams Quarterly Report October, 2017**—No Complaints Filed
- I. **California Healthy Kids Survey** – Mr. Conklin went over the two surveys administered. One is elementary (5<sup>th</sup> and 6<sup>th</sup> graders) while the other is secondary (7<sup>th</sup> and 8<sup>th</sup> graders). He informed the board that the survey is offered every two years and that the data collected can be useful in assessing the school climate, as well as what risky behaviors students are exposed to at home and school.
- J. **5<sup>th</sup> and 7<sup>th</sup> Grade 2016-17 Physical Fitness Test Results** – Mr. Conklin provided the physical fitness test report where we tested 24 fifth graders and 21 seventh graders last year and were healthier than county average.
- K. **School Safety Plan**- Mr. Conklin discussed the School Safety Plan and procedures for emergency situations. His main concern is in regards to the emergency lockdown procedures. He suggested possibly installing fencing to prevent and/or limit access to campus by dangerous individuals and possibly purchasing high quality walkie-talkies.

Mr. Conklin has spoken to the Glenn County Sheriff's Office and Orland Police Department, as well as Orland Fire Department, regarding our plan and how we can be better prepared if a threat is imminent. Mr. Conklin notified the board that he has registered for a training that will be hosted by the Orland PD about Alert Lockdown Inform Counter Evacuate (ALICE) in June.

- L. **2018-19 Kindergarten Lottery** – A lottery drawing was done for 2017/18 kindergarteners to be put on the waiting list and one for 2018-19 for Kindergarten siblings and non-siblings.
- M. **Enrollment Lottery** – A lottery drawing was done for 4<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> graders to be put on the waiting list.

VI. **Comments: Agenda Items Only**—None

VII. **Action**

- A. **Old Business** - None
- B. **New Business**



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1. **Consent Agenda: Routine matters that can be approved with one motion.**
  - a. **Approve Minutes of the October 24<sup>th</sup>, 2017 Regular Board Meeting**
  - b. **Approve Warrant Registers— 10/19/17 – 12/8/17**
  - c. **Approve Budget Transfers— None**
  - d. **Certification of 35160.5 Policies (Evaluation Competency, Probationary Teacher, and Complaint Procedures)**
  - e. **Certification of 2016-17 Pupil Attendance Rate—96.85%**

Darin Titus motioned to approve the Consent Agenda, Connie King seconded and the motion carried 3-0.

2. **Reorganization of Board of Trustees** - Darin Titus motioned to appoint PJ Davis as Clerk, Connie King seconded and the motion carried 3-0.
3. **Accept Resignation for Kari Crawford, Instructional Aide Effective December 22<sup>nd</sup>, 2017** - Connie King motioned to approve Ms. Crawford's resignation, Darin Titus seconded and the motion carried 3-0.
4. **Approve 2018-19 School Calendar** - Darin Titus motioned to approve the 2018-19 school calendar, Connie King seconded and the motion carried 3-0.
5. **Approve Time Off Request for Judy Fowler, 2<sup>nd</sup> Grade Teacher, March 26<sup>th</sup>-30<sup>th</sup>, 2018** - Connie King motioned to approve Mrs. Fowler's time off request, Darin Titus seconded and the motion carried 3-0.
6. **Approval and Certification of 1<sup>st</sup> Interim Report as of October 31<sup>st</sup>, 2017** - Connie King motioned to approve and certify the 1<sup>st</sup> interim report, Darin Titus seconded and the motion carried 3-0.

VIII. **Comments: Non Agenda Items—None**

IX. **Closed Session-** The meeting went into closed session at 5:31 PM.

a. **Contract Negotiations-- Pursuant to California Education Code** – No action was taken.

X. **Adjournment** – The meeting was adjourned at 6:37 PM.

Respectfully submitted,

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Patrick Conklin, Secretary/Board of Trustees

005 PLAZA SCHOOL DISTRICT  
Warrant Register

Pay Voucher Transactions  
Date: 12/09/2017 - 01/09/2018  
PV#: 000000 - 999999

J64633 PV0100 L.00.00 01/09/18 PAGE 1

PV NO	Vendor/Addr	Name	LN	Fd Res	Y	Goal	Func	Obj	Sit	Bdr	DD	Tax ID	Inv Date	Entered	UT	Obj	Paid	Batch	Description
														PV amount	UT		UT-Rate		UT-Amount
000253	000073/00	AMERIGAS											12/14/2017	12/14/2017			12/20/2017	38	
		1. 01-0000-0-0000-8100-5540-000-000000												156.65	N				N
		43.9 GAL OF PROPANE																	
000262	000073/00	AMERIGAS											12/19/2017	12/19/2017			12/20/2017	41	
		1. 01-0000-0-0000-8100-5540-000-000000												112.61	N				N
		PROPANE 10/31/17																	
000278	000073/00	AMERIGAS											1/08/2018	1/08/2018				43	
		1. 01-0000-0-0000-8100-5540-000-000000												1,075.39	N				N
		296 GALLONS OF PROPANE																	
000288	000073/00	AMERIGAS											1/09/2018	1/09/2018				44	
		1. 01-0000-0-0000-8100-5540-000-000000												312.57	N				N
		PROPANE 12/21/2017																	
000252	000621/00	ARIZA FARM											12/12/2017	12/12/2017			12/20/2017	37	
		1. 01-9124-0-0000-3700-4700-000-000000												100.00	N				N
		SPARKS FOOD KIWI/PERSIMONS																	
000292	000621/00	ARIZA FARM											1/09/2018	1/09/2018				44	
		1. 13-5310-0-0000-3700-4700-000-000000												106.00	N				N
		CAFE FOOD																	
000264	000474/00	AT&T											12/19/2017	12/19/2017			12/20/2017	41	
		1. 01-0000-0-0000-8100-5910-000-000000												58.31	N				N
		PHONE SERV 11/10/17-12/09/17																	
000263	000491/00	BASIC LABORATORY INC											12/19/2017	12/19/2017			12/20/2017	41	
		1. 01-0000-0-0000-8100-5560-000-000000												72.00	N				N
		DRINKING WATER MONITORING																	
000265	000472/00	CHRISTENSEN TELECOMMUNICATIONS											12/19/2017	12/19/2017			12/20/2017	41	





005 PLAZA SCHOOL DISTRICT  
Warrant Register

Pay Voucher Transactions  
Date: 12/09/2017 - 01/09/2018  
PV#: 000000 - 999999

J64633 PV0100 L.00.00 01/09/18 PAGE 3

PV NO	Vendor/Addr	Name	LN	Fd Res	Y	Goal	Func	Obj	Sit	Bdr	DD	Tax ID	Inv Date	Entered	UT	UT-Obj	Batch	Description	UT-Rate	UT-Amount	1099
-------	-------------	------	----	--------	---	------	------	-----	-----	-----	----	--------	----------	---------	----	--------	-------	-------------	---------	-----------	------

000271 (CONTINUED)

3. 13-5310-0-0000-3700-4300-000-0000-000000													178.09	N								N
CAFE SUPPLIES																						
Total amount													958.58 *								0.00 *	

000250	000404/00	DNA											12/12/2017	12/12/2017	12/20/2017	37						
1. 01-0000-0-1110-1000-5890-000-0000-000000													50.00	N								N
DEC 2017 WEBSITE HOSTING																						

000290	000404/00	DNA											1/09/2018	1/09/2018		44						
1. 01-0000-0-1110-1000-5890-000-0000-000000													50.00	N								N
WEBSITE HOSTING JAN. 2018																						

000273	000626/00	Institute for Educational Dev											12/22/2017	12/22/2017		42						
1. 01-4035-0-1110-1000-5200-000-0000-000000													249.00	N								N
REGISTRATION MARY SEXTON																						

000258	000163/00	JENNIFER LIMBERG											12/15/2017	12/15/2017	12/20/2017	39						
1. 01-0000-0-1110-1000-4300-000-0000-000000													11.97	N								N
CLASS SUPPLIES																						

000260	000040/00	JOHN'S TIRE & MUFFLER SERVICE											12/15/2017	12/15/2017	12/20/2017	39						
1. 01-0000-0-0000-3600-5630-000-0000-000000													48.28	N								Y
NEW TIRE & TUBE																						

000274	000162/00	JUDY FOWLER											12/22/2017	12/22/2017		42						
1. 01-0000-0-1110-1000-4300-000-0000-000000													23.79	N								N
CLASSROOM SUPPLIES																						

000257	000623/00	Linda Friesen											12/15/2017	12/15/2017	12/20/2017	39						
1. 01-9124-0-1110-1000-4300-000-0000-000000													53.35	N								N
SPARK SUPPLIES																						









005 PLAZA SCHOOL DISTRICT  
Warrant Register

Pay Voucher Transactions  
Date: 12/09/2017 - 01/09/2018  
PV#: 000000 - 999999

J64633 PV0100 L.00.00 01/09/18 PAGE 6

PV NO	Vendor/Addr	Name	LN	Fd Res	Y	Goal	Func	Obj	Sit	Bdr	DD	Tax ID	Inv Date	Entered	UT	Obj	UT-Obj	Batch	Description
000282	000031/00	SWRCB ACCOUNTING OFFICE											1/08/2018	1/08/2018				43	
		1. 01-0000-0-0000-8100-5890-000-000000												460.00	N				N
		FEES 07/01/2017 06/30/2018																	
000261	000607/00	Scholastic Book Fairs - 13											12/15/2017	12/15/2017			12/20/2017	40	
		1. 01-0000-0-1144-2420-4300-000-000000												2,822.62	N				N
		Plaza Book Fair 12/11-15/17																	
000249	000490/00	TCG ADMINISTRATORS/CALSTRS											12/12/2017	12/12/2017			12/20/2017	37	
		1. 01-0000-0-0000-2700-5890-000-000000												4.00	N				N
		DEC ADMINISTRATIVE FEES																	
000251	000069/00	TERMINEX INTERNATIONAL										363478837	12/12/2017	12/12/2017			12/20/2017	37	
		1. 01-0000-0-0000-8100-5530-000-000000												35.00	N				Y
		DEC 2017 TERMINIX SERVICES																	
000283	000069/00	TERMINEX INTERNATIONAL										363478837	1/08/2018	1/08/2018				43	
		1. 01-0000-0-0000-8100-5530-000-000000												35.00	N				Y
		TERMINIX SERVICE 12/22/2017																	
000269	000530/00	US BANK EQUIPMENT FINANCE											12/19/2017	12/19/2017			12/20/2017	41	
		1. 01-0000-0-1110-1000-5890-000-000000												202.85	N				N
		COPIER CHARGES 11/30-12/30/17																	
000284	000034/00	WASTE MANAGEMENT											1/08/2018	1/08/2018				43	
		1. 01-0000-0-0000-8100-5520-000-000000												197.45	N				N
		GARBAGE SERVICE 12/01/07 12/31																	
		2. 01-0000-0-0000-8100-5520-000-000000												150.00	N				N
		OVERAGE 12/12/17																	
		3. 01-0000-0-0000-8100-5520-000-000000												150.00	N				N
		OVERAGE 12/19/17																	
		Total amount											497.45	*				0.00	*

005 PLAZA SCHOOL DISTRICT  
Warrant Register

Pay Voucher Transactions  
Date: 12/09/2017 - 01/09/2018  
PV#: 000000 - 999999

J64633 PV0100 L.00.00 01/09/18 PAGE 7

PV NO	Vendor/Addr	Name	LN	Fd	Res	Y	Goal	Func	Obj	Sit	Bdr	DD	Tax	ID	Inv	Date	Entered	UT	Obj	UT-Obj	Batch	Description
000285	000213/00	WESTSIDE CARPET & DRAPES													1/08/2018	1/08/2018					43	
																	193.04	N				N

1. 01-0000-0-0000-8100-4300-000-0000  
CLASSROOM BLINDS

Grand total

16,123.02 \*\*\*\*\*

0.00 \*\*\*\*\*



## Plaza Elementary School Interview Selection

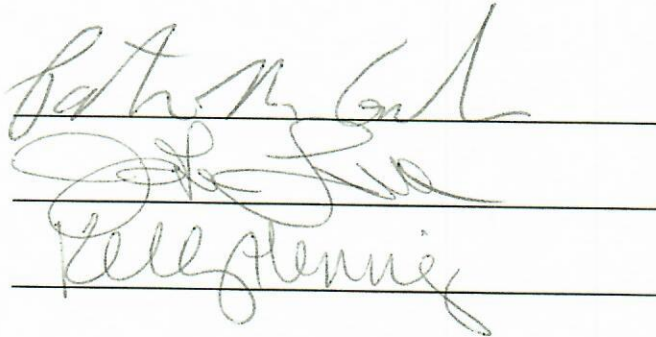
The Interview Committee members support **Felicia Torres** as the most qualified applicant and recommend that he/she be employed as an **Instructional Aide** for the 2017-18 school year.

### Interview panel members:

Patrick Conklin

John Lovell

Kelly Henning

Three handwritten signatures are shown, each on a horizontal line. The first signature is for Patrick Conklin, the second for John Lovell, and the third for Kelly Henning.

December 7<sup>th</sup>, 2017

# Plaza Elementary

7322 County Road 24 • Orland, CA 95963 • (530) 865-1250 • Grades K-8  
Patrick Conklin, Principal  
pconklin@glenncoe.org

## 2016-17 School Accountability Report Card Published During the 2017-18 School Year

### **Plaza Elementary School District**

7322 County Road 24  
Orland, CA 95963  
(530) 865-1250  
www.plzaschool.org

### **District Governing Board**

P.J. Davis: Board Clerk  
Darin Titus  
Connie King

### **District Administration**

Patrick Conklin  
**Superintendent**  
Patrick Conklin  
**Superintendent/Principal**

### **School Description**

Plaza Elementary is a small rural K-8 school in Glenn County near the city of Orland. It is a single school district staffed by nine credentialed teachers and a full time superintendent/principal. Glenn County Office of Education (GCOE) provides direct support to the district in special education, speech, psychologist and health services. GCOE also maintains a severe services program in a separate facility on campus.

There are 200 students in grades kindergarten through eighth grade, all of which are single grade classes. In addition to the credentialed staff there are four paraprofessionals, a business manager, office clerk, cafeteria manager, cafeteria aide, bus driver/custodian, and two after school activity assistants.

Mission Statement- To provide a lifelong love of learning through a positive and supportive school climate that provides the opportunity for all students to achieve their full educational and social potential. School staff, parents, and community members provide support that encourages high expectations of all students.



## About the SARC

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

2016-17 Student Enrollment by Grade Level	
Grade Level	Number of Students
Kindergarten	22
Grade 1	23
Grade 2	23
Grade 3	25
Grade 4	20
Grade 5	24
Grade 6	26
Grade 7	21
Grade 8	16
Total Enrollment	200

2016-17 Student Enrollment by Group	
Group	Percent of Total Enrollment
Black or African American	0
American Indian or Alaska Native	1
Asian	1
Filipino	0
Hispanic or Latino	30
Native Hawaiian or Pacific Islander	0
White	63
Two or More Races	5
Socioeconomically Disadvantaged	42.5
English Learners	10.5
Students with Disabilities	4.5
Foster Youth	0.5

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials			
Plaza Elementary	15-16	16-17	17-18
With Full Credential	9	9	11
Without Full Credential	0	0	0
Teaching Outside Subject Area of Competence	0	0	0
Plaza Elementary School District	15-16	16-17	17-18
With Full Credential	♦	♦	11
Without Full Credential	♦	♦	0
Teaching Outside Subject Area of Competence	♦	♦	0

Teacher Misassignments and Vacant Teacher Positions at this School			
Plaza Elementary	15-16	16-17	17-18
Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

\* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.



## Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Textbooks and Instructional Materials Year and month in which data were collected: January 2018	
Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
Reading/Language Arts	California Treasures 2009 The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Mathematics	K-5 Houghton Mifflin Harcourt GoMath 2015 6-8 CPM College Preparatory Math 2015 The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Science	K-4 Harcourt California Science 5-6 MacMillan McGraw Hill California Science 7-8 Holt/Rinehart and Wilson California Science 2006 The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
History-Social Science	K-6 MacMillan McGraw Hill California Vistas 7-8 Glencoe Discovering Our Past The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Health	7-8th Teen Talk The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Science Laboratory Equipment	N/A The textbooks listed are from most recent adoption: N/A

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements (Most Recent Year)

The inspection was completed using the OPSC facilities evaluation tool. This report shows the school received a 100% rating in all areas which means all areas are in good repair with no significant discrepancies noted. The overall school rating was exemplary.

School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: 6/5/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces	X			
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	X			
<b>Electrical:</b> Electrical	X			
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	X			
<b>Safety:</b> Fire Safety, Hazardous Materials	X			
<b>Structural:</b> Structural Damage, Roofs	X			
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	X			
<b>Overall Rating</b>	Exemplary	Good	Fair	Poor



School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: 6/5/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
	X			

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. The CAAs have replaced the California Alternate Performance Assessment [CAPA] for ELA and mathematics, which were eliminated in 2015. Only eligible students may participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

2016-17 CAASPP Results for All Students						
Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	15-16	16-17	15-16	16-17	15-16	16-17
ELA	52	49	52	49	48	48
Math	50	48	50	48	36	37

\* Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in Science for All Students						
Subject	Percent of Students Scoring at Proficient or Advanced (meeting or exceeding the state standards)					
	School		District		State	
	14-15	15-16	14-15	15-16	14-15	15-16
Science	86	74	86	74	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

Grade Level	2016-17 Percent of Students Meeting Fitness Standards		
	4 of 6	5 of 6	6 of 6
5	12.5	29.2	25
7	14.3	33.3	33.3

\* Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

2015-16 CAASPP Results by Student Group Science (grades 5, 8, and 10)				
Group	Number of Students		Percent of Students	
	Enrolled	with Valid Scores	w/ Valid Scores	Proficient or Advanced
All Students	43	42	97.7	73.8
Male	24	24	100.0	79.2
Female	19	18	94.7	66.7
Hispanic or Latino	16	15	93.8	66.7
White	26	26	100.0	76.9
Socioeconomically Disadvantaged	19	18	94.7	61.1

\* Science test results include CSTs, CMA, and CAPA in grades five, eight, and ten. The "Proficient or Advanced" is calculated by taking the total number of students who scored at Proficient or Advanced on the science assessment divided by the total number of students with valid scores. Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.



**School Year 2016-17 CAASPP Assessment Results - English Language Arts (ELA)**  
**Disaggregated by Student Groups, Grades Three through Eight and Eleven**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	132	129	97.73	48.84
Male	69	68	98.55	42.65
Female	63	61	96.83	55.74
American Indian or Alaska Native	--	--	--	--
Asian	--	--	--	--
Hispanic or Latino	37	37	100	43.24
White	84	81	96.43	49.38
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	56	56	100	37.5
English Learners	19	19	100	36.84
Students with Disabilities	--	--	--	--
Foster Youth	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**School Year 2016-17 CAASPP Assessment Results - Mathematics**  
**Disaggregated by Student Groups, Grades Three through Eight and Eleven**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	132	129	97.73	48.06
Male	69	68	98.55	50
Female	63	61	96.83	45.9
American Indian or Alaska Native	--	--	--	--
Asian	--	--	--	--
Hispanic or Latino	37	37	100	27.03
White	84	81	96.43	54.32
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	56	56	100	39.29
English Learners	19	19	100	15.79
Students with Disabilities	--	--	--	--
Foster Youth	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.



## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

### Opportunities for Parental Involvement (School Year 2017-18)

Plaza provides itself on excellent parent support. The Community Club is a parent/teacher organization which is very active in providing funding and volunteer assistance for classrooms, campus improvement, field trips and other activities planned throughout the year. Parents interested in getting involved should contact the school office or their child's teacher for more information. The School Site Council consisting of an equal number of staff and parents help with funding and evaluation of academic programs. Many students in grades 4-8th are involved in Student Government activities such as spirit weeks, rally's, dances, chess club, and yearbook.

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

### School Safety Plan

The Safe School Plan was reviewed by the School Site Council on October 27, 2016 and approved by the Board of Trustees on January 19th, 2017. The plan contains all elements required by Education Code 35294.1 including child abuse reporting procedures, disaster response, suspension and expulsion policies, sexual harassment policy, dress and behavior policies. The Plan is reviewed each year by the School Site Council and changes or additions will be presented to the Board of Trustees for its review and approval.

Suspensions and Expulsions				
School	2014-15	2015-16	2016-17	
Suspensions Rate	0.0	0.0	0.5	
Expulsions Rate	0.0	0.0	0.0	
District	2014-15	2015-16	2016-17	
Suspensions Rate	0.0	0.0	0.5	
Expulsions Rate	0.0	0.0	0.0	
State	2014-15	2015-16	2016-17	
Suspensions Rate	3.8	3.7	3.6	
Expulsions Rate	0.1	0.1	0.1	

## D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2017-18 Federal Intervention Program			
Indicator	School	District	
Program Improvement Status	Not in PI	Not In PI	
First Year of Program Improvement			
Year in Program Improvement			
Number of Schools Currently in Program Improvement		0	
Percent of Schools Currently in Program Improvement		0	

Academic Counselors and Other Support Staff at this School	
Number of Full-Time Equivalent (FTE)	
Academic Counselor	0
Counselor (Social/Behavioral or Career Development)	0
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	0
Psychologist	.20
Social Worker	0
Nurse	0
Speech/Language/Hearing Specialist	.20
Resource Specialist	.80
Other	0
Average Number of Students per Staff Member	
Academic Counselor	

\* One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.



Average Class Size and Class Size Distribution (Elementary)												
Grade	Average Class Size			Number of Classrooms*								
				1-20			21-32			33+		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
K	23	23	23				1	1	1			
1	23	23	22				1	1	1			
2	15	23	23	1				1	1			
3	22	17	16		1	1	1					
4	21	23	24	1				1	1			
5	14	24	24	1				1	1			
6	17	21	21	1				1	1			
Other	31	35		1				1				

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

### Professional Development provided for Teachers

Plaza Elementary schedules one minimum day per month for staff development. Staff are encouraged to participate in other opportunities throughout the year. In 2016-17 we focused primarily on consistent writing strategies for 3-8th grade ELA instruction. Plaza continued to utilize Google Apps for Educators (GAPE) in classrooms. The staff took part in a county wide in-service day sponsored by the Glenn County Office of Education in September.

FY 2015-16 Teacher and Administrative Salaries		
Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary		\$42,598
Mid-Range Teacher Salary		\$62,232
Highest Teacher Salary		\$80,964
Average Principal Salary (ES)		\$102,366
Average Principal Salary (MS)		\$104,982
Average Principal Salary (HS)		
Superintendent Salary		\$117,868
Percent of District Budget		
Teacher Salaries	35%	32%
Administrative Salaries	6%	7%

FY 2015-16 Expenditures Per Pupil and School Site Teacher Salaries				
Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Restricted	Unrestricted	
School Site	7,769	\$264.00	\$7,125.00	62,216.00
District	♦	♦		
State	♦	♦	\$6,574	\$61,939
Percent Difference: School Site/District				
Percent Difference: School Site/ State				25.5
				2.0

\* Cells with ♦ do not require data.

\* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at [www.cde.ca.gov/ds/fd/cs/](http://www.cde.ca.gov/ds/fd/cs/).

### Types of Services Funded

Plaza Elementary provides instruction in all the core subjects for grades kindergarten through eighth grade. In addition to the regular curriculum an itinerant instrumental music teacher conducts music classes. This teacher is an employee of another district who shares services among three different districts and is paid by each district for his/her services. State and Federal categorical funds are used to hire paraprofessionals to assist teachers with individual or small group instruction including those identified as being qualified for Title I services. A small amount of federal funds are available for English learners. Plaza has a "small but scattered" program and English learners are placed in the regular education classes. Special education services are provided by the Glenn County SELPA. A .8 Education Specialist and all of our aides work with "mild/moderate" students in most classrooms.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

12/19/17

To Whom it may Concern:

I, Aurora Esparza, would like to request an additional 6 weeks off of leave for bonding time. Returning date would be February 12, 2018.

Thank you!

AURORA ESPARZA



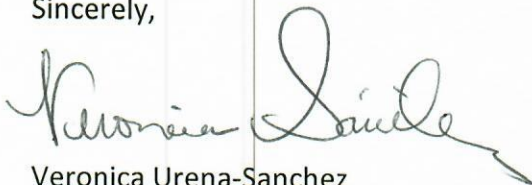
January 8, 2018

Veronica Urena-Sanchez  
Business Manager  
Plaza Elementary School District  
7322 County Road 24  
Orland, CA 95963

Dear Mr. Conklin and Board of Trustees,

I would like to request a leave of absence for a period of ten weeks starting January 22, 2018 through March 30, 2018. During this time I will be available for any questions and will also be available to come in and work on items as needed (i.e. Reports, 2<sup>nd</sup> Interim, etc.).

Sincerely,

A handwritten signature in dark ink, appearing to read 'Veronica Urena-Sanchez', with a stylized, flowing script.

Veronica Urena-Sanchez



GLENN COUNTY  
OFFICE of EDUCATION

TRACEY QUARNE  
SUPERINTENDENT

Randy Jones  
Assistant Superintendent of  
Business Services  
530-934-6575 x3050  
FAX 530-934-6654  
rjones@glenncoe.org

## Board of Education

Adele Foley  
Janice Cannon  
Judith Holzapfel  
Kathy Perez  
Whick Smock

311 S. Villa Ave  
Willows, CA 95988  
(530) 934-6575  
FAX: (530) 934-6654  
An Equal Opportunity  
Provider

## MEMORANDUM OF UNDERSTANDING

This agreement is entered into by and between the **Glenn County Office of Education**, herein called COE, and **Stony Creek Joint Unified School District**, herein called DISTRICT, for the provision of **professional Part-time Business Office services** to DISTRICT. The parties agree as follows:

The term of this agreement shall begin **July 1, 2017**, terminating upon thirty (30) days notice after June 30, 2018, effective at the conclusion of the subsequent month in which notice of Termination of Business Services is provided.

A. The COE agrees to:

1. Provide Business Official services to DISTRICT beginning July 1, 2017 through termination.

B. The DISTRICT agrees to:

1. Reimburse the COE the actual staffing and travel costs associated with providing business services not to exceed \$55,000 annually.
2. Pay the COE as invoiced.

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury of persons, injury of property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Either party wishing to revise or terminate this Agreement shall give written notice of such intent no less than **thirty (30) days** in advance of the effective day of cancellation, no earlier than June 30, 2018.

Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Both parties as certified by the signatures below agree to the provisions of this agreement:

\_\_\_\_\_  
Tracey Quarne, Superintendent  
Glenn County Office of Education

\_\_\_\_\_  
Board President  
Stony Creek Jt. Unified S.D.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

"QUALITY programs & Service for Lifelong Learning"

# Collective Bargaining and the Negotiation Process: A Primer for School Board Negotiators

Nancy J. Hungerford, Hungerford Law Firm, Oregon City, OR

Mark C. Blom, National School Boards Assn., Alexandria, VA

April 3-5, 2014

2014 School Law Seminar  
New Orleans, Louisiana

National **School Boards** Association

**cosa**  
Council of **School Attorneys**

This primer provides an overview of state laws governing collective bargaining between boards of education and school employee associations. It also describes how the parties typically prepare for and conduct negotiations and provides guidance on effective bargaining practices.



# Collective Bargaining and the Negotiation Process: A Primer for School Board Negotiators

Nancy J. Hungerford, The Hungerford Law Firm, Oregon City, Oregon

Mark C. Blom, National School Boards Association, Alexandria, Virginia

## I. OVERVIEW

This primer provides an overview of laws governing collective bargaining between boards of education and school employee associations. It also provides background and guidance on the collective bargaining process—how the parties prepare for and conduct negotiations within the laws governing collective bargaining. Any description of this subject must emphasize that public school collective bargaining is governed by state law, not federal, and thus the collective bargaining laws in your state must be analyzed before fully informed decisions can be made on a collective bargaining issue. Similarly, the negotiation process, while normally left to the parties and governed by law, is often the product of local practice and custom. The background and recommendations on the negotiation process should be used to inform decision making, but your jurisdiction's historical practices should be considered as well.

## II. COLLECTIVE BARGAINING LAWS

### A. Unit Representation—Units and Unions

Collective bargaining laws group employees into specified categories for negotiation purposes. Typically, teachers and other employees holding state education certificates are grouped into one category; administrators are grouped into a separate category; and support or classified employees are grouped into yet another category.<sup>1</sup> These categories are called “units.” The members of the unit, e.g., the teachers, may then decide, through an election process,<sup>2</sup> if they want their unit to be represented by a professional organization, i.e., a “union.” The National Education Association (NEA) and the American Federation of Teachers (AFT) are the two national teacher unions. This process is referred to as affiliation. For example, the Howard County Education Association (the local association representing teachers and other certificated employees in Howard County, Maryland) is affiliated with the Maryland State Educators Association (representing teachers in Maryland at the state level) and also with the NEA. A portion (approximately 70%) of the association dues that Howard County teachers pay the Howard County Education Association goes to the Maryland State Educators Association and the NEA. In return for these

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<sup>1</sup> E.g., CAL. GOV'T CODE § 3545 (2014); CONN. GEN. STAT. ANN. § 10-153b (2014).

<sup>2</sup> E.g., CONN. GEN. STAT. ANN. § 153b(d) (2014); ALASKA STAT. § 23.40.100 (2014); OHIO REV. CODE ANN. § 4117.07 (2014).



## Collective Bargaining and the Negotiation Process: A Primer for School Board Negotiators

dues, the local association receives benefits and services, including the allocation of professional staff to assist the local association in collective bargaining and grievances.

Each state specifies which units are allowed and their composition.<sup>3</sup> Some states permit teachers and administrators to be in the same unit, while some prohibit them from being in the same unit because of an administrator's duties to manage and evaluate teachers.<sup>4</sup> Rarely are certificated employees in the same local unit as support or classified employees,<sup>5</sup> although they may both be affiliated with the same state and national organizations based on their respective elections of a bargaining representative. In Oregon, for instance, state law prohibits teachers and classified employees from being included in the same unit except in very small districts<sup>6</sup> and entirely excludes from coverage of the collective bargaining law any supervisory employee.<sup>7</sup>

While the state statute will establish the basic criteria for the units, sometimes it is not clear where a particular position should be classified. For example, should nurses, social workers, and family liaisons be classified with the certificated unit or with the support employee unit? Likewise, most states require or permit a school board to exempt senior management positions from any unit, i.e. exempt them from collective bargaining.<sup>8</sup> The dividing line between exempt and non-exempt positions, for collective bargaining purposes, can be unclear at times. This process, of assigning specific positions to particular units and declaring certain positions exempt, is called "unit classification." In many states the board of education undertakes the unit classification process,<sup>9</sup> with varying degrees of involvement by the local employee associations, but in some states the determination is made by a state labor board.<sup>10</sup> Consult state law to determine the process, and the school board's authority.

### B. The Duty to Negotiate in Good Faith

A school board's obligation to negotiate in good faith is the *sine qua non* of collective bargaining. Failing to do so may subject the school board to an unfair labor practice charge. In Oregon, the basic requirements for bargaining in good faith are set forth in the statute,<sup>11</sup> but decades of interpretation by the Oregon Employment Relations Board and the state appellate courts have fleshed out those requirements. For

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<sup>3</sup> 16 V.S.A. § 1991 (2014); CAL. GOV'T CODE § 3545 (2014); CONN. GEN. STAT. ANN. § 10-153b (2014); DEL. CODE ANN. 14 § 4010 (2014); MD. EDUC. CODE §§ 6-401, 6-404, 6-501, 6-505 (2014).

<sup>4</sup> CAL. GOV'T CODE § 3545.

<sup>5</sup> *Id.*

<sup>6</sup> OR. REV. STAT. § 243.650(1) (2014).

<sup>7</sup> OR. REV. STAT. § 243.650(23) (2014).

<sup>8</sup> CAL. GOV'T CODE § 3543.4 (2014).

<sup>9</sup> MD. EDUC. CODE § 6-404, 6-505 (2014).

<sup>10</sup> OR. REV. STAT. § 243.682 (2014); OHIO REV. CODE ANN. § 4117.16 (2014); WASH. REV. CODE ANN. § 41.59.080 (2014).

<sup>11</sup> OR. REV. STAT. § 243.650(4) (2014).



## Collective Bargaining and the Negotiation Process: A Primer for School Board Negotiators

instance, in Oregon the duty to provide information is a significant component of the duty to bargain in good faith.

The basic elements of the duty to negotiate in good faith are for each party to:

1. Meet at all reasonable times and places.
2. Bargain over mandatory subjects of bargaining, including salary, wages, hours, and other terms and conditions of employment, until an agreement or impasse is reached.
3. Bargain with the intention of reaching an agreement, also described as making best efforts to consider and respond to proposals made by the other party.
4. Endeavor to agree on an effective bargaining process.
5. Respect the role of the exclusive representative by not seeking to bargain directly with the employees represented by the unit.
6. Not do anything to undermine the bargaining process or the authority of the other's representative.
7. Make every reasonable effort to conclude negotiations with a final written agreement in a timely manner.
8. Reduce to writing the matters agreed on as a result of the negotiations.
9. Honor and administer existing agreements.
10. Not unilaterally change a term of employment that is a mandatory subject of bargaining while a valid collective bargaining agreement is in effect, and while the parties are bargaining but have not yet reached an impasse.

The duty to negotiate in good faith does *not* mean that a party is compelled to make a proposal, to agree to a proposal, or to make a concession. Good faith bargaining does not preclude “Hard bargaining”—taking a strong position on an issue.

Examples of bad faith bargaining (or a violation of the good faith duty) are surface bargaining (meeting and merely going through the motions of negotiations with no intent of reaching an agreement), a “take-it-or-leave-it” position, refusing to meet, delaying meetings, or failing to give the chief negotiator sufficient authority to make agreements.

Although the “good faith” focus is often on the school board, it is important to keep in mind that it is an obligation imposed on both parties.



### C. Scope of Bargaining

Scope of bargaining refers to the topics that the parties will negotiate, and it is determined by state law. There are hundreds of potential topics, ranging from subjects that are of fundamental importance to employees, such as salaries and health benefits, to matters that greatly impact a school board's instructional program, budget, or administrative prerogatives. Examples from the latter category include class size, curriculum, assignment of teachers, and teacher dismissal. The law typically classifies all possible bargaining subjects into three categories:

1. Mandatory subjects of bargaining—subjects that the parties must negotiate, under the principles of good faith.
2. Illegal subjects of bargaining—subjects that the parties are prevented from negotiating, by law, typically because they fundamentally concern powers reserved to the school board or would undermine the authority of state law.
3. Permissive subjects of bargaining—subjects that the parties are not obligated to negotiate, but which they may if both sides agree. Agreeing to negotiate a permissive subject does not mean the parties must reach an agreement on the matter.

Where particular topics fall within this categorization is based on state statutes as interpreted by a state administrative agency or the judiciary. Some states use a “laundry list” approach—enumerating by statute the classification of each subject. Other state statutes use general descriptions, which get applied to specific topics in scope of bargaining challenges adjudicated by a state administrative agency or the courts, and thus the categorization is developed by case law. When statutes establish bargaining rights by general language, such as the duty to negotiate “salary, wages, hours, and other terms and conditions of employment,” most of the scope of bargaining litigation concerns applying the “other terms and conditions of employment” clause to specific topics.

Regardless of the process for classifying topics, the underlying issue is also the tension between an employee's right to bargain the terms and conditions of employment and the unilateral authority that a school board must retain to fulfill its legal duties to the citizens and remain accountable for the effective delivery of educational services in the jurisdiction.

In some states, courts have ruled that a permissive category may only exist if the legislature has expressly authorized collective bargaining on permissive topics. In *Montgomery County Educ. Ass'n v. Board of Educ. of Montgomery County*,<sup>12</sup> the court ruled that when school boards engage in collective bargaining, they are exercising delegated authority from the legislature, and have only such authority as has been delegated. Therefore, in the absence of express statutory authority to negotiate permissive topics, any such negotiation is illegal and void as a matter of law.<sup>13</sup> Oregon's collective bargaining law identifies permissive

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<sup>12</sup> 311 Md. 303, 534 A.2d 980 (1987).

<sup>13</sup> In 2010, Maryland enacted a provision, contain in the Fairness in Negotiations Act, allowing permissive bargaining. MD. EDUC. CODE § 6-408(5) (2014).



topics by specifically excluding them from “employment relations” subjects that must be bargained, either by subject category or by virtue of past agency decisions. The statute also provides that new subjects, not previously categorized by agency decision, will be permissive if the Employment Relations Board determines they “have a greater impact on management’s prerogative than on employee wages, hours, or other terms and conditions of employment.”<sup>14</sup> This so-called “balancing test” is used in a number of states to identify mandatory versus permissive subjects as challenges are raised on new subjects for bargaining.

#### **D. Impasse**

When the parties do not reach an agreement, they are at impasse and must go through a state mandated impasse proceeding. While the mechanics of the process will vary by state, most state procedures provide for the involvement of a neutral party to help the school board and employee organization reach an agreement. The neutral party may be an individual (such as a professional arbitrator) or a state administrative agency (such as a labor board). The most important issue is whether the neutral party has the power to make binding decisions, i.e., impose a settlement on the parties, or merely the authority to make recommendations to the parties, with the final decision being made by the school board if no agreement is reached. When the neutral party has the authority to impose settlement terms, risks to the school board obviously increase, putting pressure on the board to accept the association’s demands.

#### **E. Employee Strikes**

Some states permit school employees to go on strike to express their dissatisfaction with labor negotiations.<sup>15</sup> Other states prohibit strikes<sup>16</sup> because of the disruption they cause to essential public services, and impose penalties<sup>17</sup> on teachers and/or employee organizations that organize a strike. The ability to strike can be a powerful bargaining tactic, but must be used wisely so as not to anger parents and the community. In Oregon, the labor unit is legally free to strike, but only after concluding a process of 150 days of “table bargaining,” mediation, submission of final offers for public information, and a 30-day “cooling off” process, and then only after giving 10 days prior notice of a date certain for the strike.<sup>18</sup> Other bargaining unit members must cross the picket line of a legally striking unit.<sup>19</sup> However, the school board has its own “self-help” remedy if negotiations drag on and the processes described above have been met: the school board may unilaterally implement its final offer, upon at least five days’ notice to the union.

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<sup>14</sup> OR. REV. STAT. § 243.650(7)(c) (2014).

<sup>15</sup> *E.g.*, ALASKA STAT. § 23.40.200 (2014); OR. REV. STAT. § 243.726 (2014); OHIO REV. CODE ANN. § 4117.14 (D)(2) (2014); 115 IL. COMP. STAT. 5/13 (2014).

<sup>16</sup> *E.g.*, DEL. CODE ANN. 14 § 4016 (2014); FLA. STAT. § 447.505 (2014); IND. CODE § 4-15-17-8 (2014); MD. EDUC. CODE § 6-410 (2014); WIS. STAT. § 11.89 (2014).

<sup>17</sup> *E.g.*, VA. CODE ANN. § 40.1-55 (2014) (striking public employees are deemed terminated); MD. EDUC. CODE § 6-410 (2014) (organization that organizes a strike shall have its representation status revoked for two years and the school board shall suspend payroll dues deductions for one year).

<sup>18</sup> OR. REV. STAT. § 243.712-.726 (2014).

<sup>19</sup> OR. REV. STAT. § 243.732 (2014).



### III. THE BARGAINING PROCESS

#### A. Preparing to Bargain

Effective bargaining for school boards requires good preparation. You should begin your preparation at least 2 months before your first meeting with the school board, and 3 months before your first table session with the employees' association. Allow sufficient time to achieve the following tasks before the first meeting with the school board:

1. Survey administrators for recommendations for contract changes to management's benefit.
2. Review the past year's grievances and union issues to identify potential union proposals.
3. Prepare a bargaining notebook for board members, the superintendent, and the district negotiating team members containing relevant background information such as:
  - a. District's recent history of increment and cost of living adjustment (COLA) increases;
  - b. Recent COLA and increment increases from competitive districts;
  - c. The current consumer price index (CPI) or other inflationary measures;
  - d. District's salary rankings, particularly at step one on the bachelor's scale (for recruiting purposes);
  - e. Revenue projections from all usable sources;
  - f. Cost to provide unit members an increment, and the percentage of unit members eligible for an increment;
  - g. Cost to provide unit members with a 1% COLA;
  - h. Health benefit information (costs, comparison to other districts); and
  - i. Position, step and salary scale placement, and extra-curricular positions held by members of the union's negotiating team.
4. Meet with the superintendent to obtain his/her negotiation goals, desired language changes, and salary/benefit recommendations for the school board.
5. Prepare a recommended board bargaining team based on the expected issues and obtain board approval. The team membership will vary based on the unit involved in negotiations. A chief negotiator will never have served in all the positions represented by employee associations in



## **Collective Bargaining and the Negotiation Process: A Primer for School Board Negotiators**

bargaining. If the chief negotiator lacks experience in one of the unit's key positions, it is critical that at least one team member does, so the team can "talk the walk."

6. After the board approves the negotiating team, meet with the team, provide training as necessary, and discuss roles and responsibilities.
7. Find out if the superintendent would like the school board to receive training. Periodic training is very helpful to ensuring that the board members understand their role and the bargaining process.
8. Consider an initial meeting with the employees' association chief negotiator to identify significant issues.
9. Prepare recommended parameters for the school board on all salary, language, and benefit issues, and meet with the superintendent for revisions/approval on the recommendations to go to the board.
10. Although sometimes a school board will want to authorize very specific parameters, negotiations work best when the chief negotiator is given a general parameter by the board and can exercise discretion within it, e.g., a parameter of 4% total salary instead of a specific distribution scheme, a parameter for an annual performance evaluation rather than specific evaluation domains, a parameter that the superintendent may reassign staff instead of enumerated criteria.

### **B. Selecting the Bargaining Team**

There are no legal requirements or restrictions as to who can be on an employer's bargaining team. Typically, the following issues need to be considered in determining who will represent the school board's interests at the bargaining table:

#### **1. Will board members be on the team?**

It is relatively common in K-12 bargaining to have board members be part of the official bargaining team, but it varies by jurisdiction and the preference of the board in any given year. The board should consider whether members have the time necessary to commit to bargaining, and whether the board's need to be kept apprised of bargaining can be satisfied through some other mechanism, such as frequent updates from the bargaining team. Also, any board member agreeing to be on the negotiating team should understand that he/she becomes an unstated "power figure" to whom the union will direct their attention. This can erode the authority of the chief negotiator, place the board member in some uncomfortable situations, and occasionally cause friction among the other board members.

#### **2. Will the board use an outside spokesperson?**

Many school boards choose to utilize an outside spokesperson, especially if there is no in-house person who has the time to devote to heading up the bargaining team or the experience to ensure that the



board meets its legal obligations. Outside consultants also can bring perspective as to what is going on state-wide in the area of bargaining.

3. What are the roles of the various team members?

Even if there is an outside spokesperson, it is wise to identify a board employee who will be the point person with respect to bargaining. There should also be a discussion regarding the various responsibilities of team members—Who is going to be responsible for drafting proposals? Who is responsible for communicating with the association regarding bargaining-related matters? Who will be coordinating communication with other stakeholders, including rank and file members and the board?

4. Do we have individuals at the table with the necessary information and expertise?

An outside spokesperson will not necessarily be well versed on the day-to-day operational details of the school system. Having supervisors/administrators who have developed working relationships with employees and association staff and who understand the issues facing the board will not only facilitate conversation, it often limits the number of overbroad claims that are sometimes made by association team members at the table.

**C. When should bargaining start?**

1. Is there contractual language that governs the subject?

Many contracts contain provisions that dictate when notice must be given in order to initiate bargaining. Other agreements actually contain a date certain by which bargaining must begin. The chief negotiator should review the contract to determine whether any such requirements are present.

2. Is there state law that governs the subject?

Some states proscribe the bargaining timelines by statute. Either by express law or budgetary practicality, the bargaining process should be finalized in time for the financial aspects to be incorporated into the school board's adopted budget for the respective fiscal year, which means backward mapping the negotiation process to ensure sufficient time for "good faith negotiations" prior to the board's budget adoption.

3. When can you get the employees' association to the table?

Of course, even when the board wants to get to the bargaining table early, it cannot necessarily force the association to share in that goal. In many respects, the question of when bargaining will start will depend on when the association is willing to start. Only an extreme delay on either management's or an association's part would serve as the basis of a valid bad faith bargaining unfair labor practice charge.

**D. Gathering information**

Before a bargaining team can draft proposals, it needs to collect information to illuminate the changes that are needed from the current agreement.



1. Have supervisors review the contract and comment on issues they have noticed, or areas where practice does not meet the contractual language.
2. Review any grievances or threatened grievances that have occurred since the last time the contract was bargained to determine whether language needs to be changed or clarified.
3. Obtain comparative information from similarly situated school systems if deemed necessary, to determine relative economic situation.
4. Consider a legal review of the contract to identify any areas in which the current language conflicts with changes in the law or best practices.
5. Have the business office review the contract and provide information regarding financial parameters and budget expectations.
6. Understand the school system's expenditure posture and what will compete with compensation and benefit dollars, e.g., fixed costs, planned programmatic improvements, etc.
7. Meet with the superintendent to get final approval on all proposals to be submitted to the board.

#### **E. What process should be used?**

There are two primary bargaining processes used in public sector bargaining: the so-called traditional method and the "interest-based" process (also known as "collaborative" or "alternative" bargaining). Local tweaks are often made to either of these models, resulting in a slightly different process. The traditional process is the default process that is used unless there is mutual agreement to utilize an alternative process. Before entertaining the idea of using interest-based bargaining, or one of its spin offs, a board should consider a number of factors, including the current labor-management climate, the need for a timely resolution, and the amount of change that needs to be made from the current agreement. The current economic climate will also impact a decision to use non-traditional bargaining. Again, the association would have to agree to use a different model, and full group training is recommended to ensure that everyone is on the same page from a process standpoint.

#### **F. Developing a communication plan**

One of the most important pre-bargaining activities is determining how the board will communicate with a number of groups, including the board, administrators, rank and file bargaining unit members, the press and the public. State law must be reviewed to determine any limits on the school board's ability to communicate with the bargaining members about negotiations. Many states allow the board to communicate directly with the bargaining unit, so long as there is no direct bargaining. Where communication is prohibited, the school board (or spokesperson) may always communicate to the public and media outlets, which provides a limited means of supplying employees with updates.



Communicating directly with the bargaining unit can be a key step in the bargaining process. Often, members do not get the full or accurate picture of bargaining from their own team. This is true even to the point that rank and file members often come to the administration to find out what their own team is proposing at the table. A communication plan should strive to do the following:

1. Initiate communication early in the bargaining process instead of waiting until a crisis point, when management communications may be viewed with skepticism.
2. Establish regular, routine communication with unit members of a factual nature.
3. Utilize the format and delivery method most likely to reach the widest audience.
4. Avoid any ground rules or other agreements to limit communication during the bargaining process.
5. Accurately describe the proposals made by both teams, as well as the impact of the teams' proposals.

#### **G. Getting parameters from the board**

1. Parameters from the board on management's proposals.

Ultimately, the board sets the direction for bargaining with input from the superintendent, chief negotiator, key administrators and advisors. Especially on economic subjects, the board needs an opportunity to make its wishes known. Typically this will involve the setting of parameters on financial components of the contract, including the total amount of dollars available to settle the contract. These parameters should be coordinated closely with the business office to ensure accuracy. With respect to language, it is generally not the board's responsibility to draft proposals or "word-smith," although board members should alert the bargaining team of any language issues that are of particular importance.

2. Parameters from the board on the association's proposals.

The board also reviews the association's proposals and, based on staff recommendations, provides parameters on each. Sometimes an association's proposal will be so extreme that it minimizes or trivializes a real issue. This can make the chief negotiator's job more difficult. When the association offers an extreme proposal, the board often scoffs at the terms, making it hard for the negotiator to get the board to look seriously at a counter-offer. It is important for the chief negotiator and board to realize that the association often faces internal pressure—from members, association officers, or key members—to include bargaining proposals. What the association formally presents is very often substantially different from what it will accept, and sometimes fails to present the issue accurately. But it often falls to the board's negotiator to clarify and make sense of association proposals, in the interest of understanding the real issue and getting a contract.



## H. The Board's Role and Responsibilities

It is the board's job to establish the financial and language parameters, and the chief negotiator's job to be the spokesperson, get a contract within those parameters, and finalize language that serves and protects the board's interests. To some degree this structure mirrors the board/superintendent relationship, where the board is responsible for policy and the superintendent for implementation. In an effective environment, the board and individual board members will:

1. Not interfere with the bargaining process.
2. Treat all information and parameters as highly confidential.
3. Not discuss any negotiating topic or position with a unit member or association staff member.
4. Support the chief negotiator and the positions he/she takes at the table. Understand that it is a common tactic for the association to blame the chief negotiator when they don't like the board's position. ("If we could just get rid of John we could get a contract.")
5. Understand that the union will try to "work" a board member, either to gain confidential information or a favorable vote on the board.
6. Respect all board positions as the position of the board, no matter the vote or how the individual board member voted.
7. Not make side deals with the union.

## I. Team Member Roles

A lot goes on at the negotiations table, and it's good to assign roles and responsibilities to team members. One of the most important is note-taker. Written notes, capturing the parties' purpose, intent, and understanding, made contemporaneously with the discussions, can be very valuable in future grievances or other challenges to contract terms. The chief negotiator will typically not be able to take adequate notes while negotiating, so a note-taker should be designated. The chief negotiator must be sure to review and correct as necessary the notes before they are filed. Other team members should be asked to watch the association team for reactions. Not everyone has a "poker-face." Depending on the chief negotiator's approach and the issue, the chief negotiator may want team members to take the lead on presenting an issue or work in sub-committees with members of the association's team.

## J. Drafting Contract Language

Take your time and review proposed and contemplated contract language carefully. The entire team and administrators who have worked in the department or with the particular subject matter should review it. Of course, consult with an experienced attorney if necessary. Contract language should be clear and unambiguous and not subject to any unintended interpretations. Program staff can help with this.



Quite often the association will want brief language, and will deride attempts to add specificity, with mollifying expressions of “we all know what’s intended.” Do not accept brief language, when it’s vague or general, even under the pressure of getting an agreement. It’s an association tactic. Vague language and terms are always to the association’s advantage, because it provides an opening to argue later for a much more favorable interpretation to school administrators, hearing officers, and arbitrators. The history of negotiations is filled with examples of language agreed to at the last minute or under pressure that is later interpreted by an arbitrator with unintended and damaging consequences.

## K. The End Game, and the End Run

### 1. The End Game

Throughout the process, the parties will be reaching tentative agreement on some items and withdrawing other items. As tentative agreements are reached, the chief negotiators should sign off on those agreements, with a written understanding that any and all tentative agreements are contingent upon a final contract being reached on all terms. A common way to reach tentative agreements is to bundle various proposals, and resolve them through a combination of agreements and withdrawals. Sometimes, the only thing a school board gets in return for a concession is the association’s agreement to withdraw other demands. As negotiations draw to a close, the chief negotiator must ferret out the association’s key issues and try to resolve them either through contract changes or off-the-table agreements. An off-the-table agreement, a commitment to explore something or make an administrative change, can be an effective way to address association issues without the binding contract language that comes when the provision is added to a collective bargaining agreement. If an agreement cannot be reached within the school board’s parameters, the chief negotiator, working with the superintendent, will have to decide whether to seek additional authority from the board. The board should not be asked to modify its parameters, however, unless the chief negotiator can assure the board that it will get a contract in return. In other words, do not ask for increased authority unless it is certain to seal the deal. Conversely, if the chief negotiator and superintendent decide not to ask for a change in parameters, they should inform the board of the risks of impasse by holding to the original parameters. It is the chief negotiator’s job to find out very specifically what final terms are necessary to get an agreement with the association, and to create a workable settlement package.

### 2. The End Run

The chief negotiator, superintendent, board, and senior employees need to be aware of the last minute end run, a very common union tactic. The union’s team will work in earnest with the board’s team to negotiate the best deal they can. Then, before finally signing off, their negotiator or president will go to a board member, superintendent, or other influential individual and say “We’re *almost there*, we just need this little thing—can you help us/talk to the board so we don’t lose everything?” It’s a no loss strategy for the union—if it doesn’t work, the union hasn’t lost anything. But the strategy plays on the fear of a board member or superintendent that a contract will be held up by a minor issue and their ego as someone who can “save the day.” The appropriate response in this situation is to tell the individual that the chief negotiator is the only board spokesperson and that they must follow the process.



## L. Comparing the Board's Decision-making Process and the Association's Process

The school board and the association often use completely different processes as they make final negotiation decisions. A school board's process is usually "top down:" the board itself makes the decisions, which are then carried out by staff. An association often operates, as a practical matter, under a "bottom up" approach: association negotiating team members make the decisions and then, in what is usually merely a *pro forma* process, obtain approvals from the association's board of directors and members. The association's decision-making process at the crucial last stages of negotiations can sometimes be frustrating for new board negotiators because it allows for individual association team members, their personalities, and their personal interests to assume an importance that might not be shared by the entire association membership.

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