

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

**MEMBERS OF THE GOVERNING BOARD**

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

**DISTRICT ADMINISTRATION**

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

<b>School</b>	<b><u>STUDENT ENROLLMENT</u></b>		
	<b>2017-18</b>		
	<b>CALPADS</b>	<b>5/15/2018</b>	<b>6/6/2018</b>
Sheridan Elementary (K-5)	52	53	56
First Street Elementary (K-5)	434	430	433
Carlin C. Coppin Elementary (K-5)	430	438	437
Creekside Oaks Elementary (K-5)	614	642	643
Twelve Bridges Elementary (K-5)	649	656	651
Foskett Ranch Elementary (K-5)	428	434	431
Lincoln Crossing Elementary (K-5)	649	648	644
Glen Edwards Middle School (6-8)	896	899	903
Twelve Bridges Middle School (6-8)	759	769	765
Lincoln High School (9-12)	1,955	1,899	1,892
Phoenix High School (10-12)	75	88	84
SDC Program (18-22)	10	9	9
<b>TOTAL</b>	<b>6951</b>	<b>6,965</b>	<b>6,948</b>

**SDC Pre-School**

Foskett Ranch 20  
 First Street/LIP 69  
 Carlin C. Coppin 0

**ATLAS Program**

28

**Parent Education**

Continuing Educ. Classes

**GLOBAL DISTRICT GOALS**

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

# Western Placer Unified School District

## Regular Meeting of the Board of Trustees

**August 7, 2018**

WPUSD District Office/City Hall Building–3<sup>rd</sup> Floor Conference Room  
600 Sixth Street, Lincoln, CA 95648

### AGENDA

**2018-2019 Goals & Objectives (G & O) for the Management Team:** Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

#### **6:30 P.M. START**

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3<sup>rd</sup> Floor Conference Room
2. **COMMUNICATION FROM THE PUBLIC**

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

#### **6:35 P.M.**

3. **CLOSED SESSION** – WPUSD District Office – 4<sup>th</sup> Floor Overlook Room
  - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**  
Bargaining groups: WPTA & CSEA Negotiations  
Agency Negotiators:  
~Scott Leaman, Superintendent  
~Gabe Simon, Assistant Superintendent of Personnel Services  
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations  
~Kerry Callahan, Assistant Superintendent of Educational Services
  - 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - (Government Code Section 54956.9(d)(1))**
    - a. CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
    - b. Western Placer Unified School District v. LB/L Suncal Lincoln Crossing LLC; Case No. SCV0040655
  - 3.3 **PERSONNEL**  
Public Employee Employment/Discipline/Dismissal/Release

#### **7:00 P.M.**

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 3<sup>rd</sup> Floor Conference Room  
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

## Regular Meeting of the Board of Trustees

August 7, 2018

### Agenda

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#### **4.1 Page 10 - CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

#### **4.2 Page 11-12 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION -(Government Code Section 54956.9(d)(1))**

a. CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

b. Western Placer Unified School District v. LB/L Suncal Lincoln Crossing LLC; Case No. SCV0040655

#### **4.3 Page 13 - PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

### **5. Page 15-74 - CONSENT AGENDA**

#### **NOTICE TO THE PUBLIC**

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

5.1 Certificated Personnel Report

5.2 Classified Personnel Report

5.3 Approval of Minutes for: July 3, 2018

5.4 Approval of Warrants

5.5 Ratification of WAVE Broadband for Telecommunications Services

5.6 Ratification of Contract with County of Placer and WPUSD

5.7 Ratification of Contract with Mira Via

5.8 Ratification of Contract with Cyber High

*Roll call vote:*

### **6. COMMUNICATION FROM THE PUBLIC**

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

### **7. REPORTS & COMMUNICATION**

➤ Lincoln High School Student Advisory – Lindsey Ridgway

➤ Western Placer Teacher's Association – Tim Allen

➤ Western Placer Classified Employee Association – Gus Nevarez

➤ Superintendent - Scott Leaman

## Regular Meeting of the Board of Trustees

August 7, 2018

### Agenda

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#### 8. **Page 76 - PUBLIC HEARING:**

##### **Naming of New Elementary School -**

Starting in April of this year, the Board discussed and established a process to name the Lincoln Crossing elementary site and the new high school. The Board reviewed the Board Policy and established a process to gather suggested names from the public, discuss the names at the Board level, and vote on a name for each school. The items were placed on the agenda and discussed at multiple meetings.

#### 9. **◆ ACTION ◆ DISCUSSION ◆ INFORMATION**

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

**9.1 Action** *Page 78 – BASED ON BOARD POLICY 7310, THE PUBLIC HEARING, AND THE SELECTION OF THE NAME FOR THE LINCOLN CROSSING SITE, THE BOARD IS BEING REQUESTED TO ADOPT A NAME FOR THE SITE – Leaman/Callahan (17-18 G & O Component I, II, III, IV, V)*

- At the July 3, 2018 meeting the Board selected “Scott M. Leaman Elementary” as the name of the Lincoln Crossing South Site. The reasons cited at the meeting included the superintendent’s actions to keep the district financially stable after inheriting \$128 million on debt, his longevity as the longest serving Placer County superintendent, passing two bonds to make the schools possible, his 25 years of serving the district, and his impact on the district.

**9.2 Information** *Page 79 – WASC MID-CYCLE REPORT FOR LINCOLN HIGH SCHOOL – Callahan (17-18 G & O Component I, II, III, IV, V)*

- In the spring of 2015, Lincoln High School (LHS) was awarded a six-year WASC (Western Association of Schools and Colleges) accreditation with a mid-cycle review. The mid-cycle visit and review occurred in February 2018 and the WASC visiting committee reaffirmed LHS six-year accreditation through June 2021.

**9.3 Action** *Page 90 – APPROVE RESOLUTION NO. 18/19.7 AUTHORIZED SIGNATORIES FOR WPUSD – Kilpatrick (17-18 G & O Component I, II, III, IV, V)*

- The Resolution 18/19.7, with board approval, authorizes the listed employees to act as agents for the District in matters relating to the conduct of business.

*Roll call vote:*

**9.4 Action** *Page 92 – APPROVE RESOLUTION NO. 18/19.8, REGARDING THE ¼ MILE DETERMINATION FINDINGS FRO THE NEW HIGH SCHOOL PROJECT – Adell (17-18 G & O Component I, II, III, IV, V)*

- Per Education Code Section 17213, Public Resources Code Section 21151.8, and Title 5 of the California Code of Regulations, the Board must adopt specific determinations and findings based on the approved Mitigated

## Regular Meeting of the Board of Trustees

August 7, 2018

### Agenda

Negative Declaration and consultation with the Air Pollution Control District that the New High School site is not a hazardous site nor is it located within ¼ of a mile of a hazardous site.

*Roll call vote:*

#### 9.5 Information **Page 95 – 2018-19 DISTRICT BUDGET UPDATE – STATE**

**BUDGET APPROVAL – Kilpatrick** (17-18 G & O Component I, II, III, IV, V)

- California Education Code 42127(i)(4) requires school districts to make available for public review any revenue and/or expenditures revisions made to the budget to reflect the funding made available by the Budget Act no later than 45 days following the signing of the Budget Act.

#### 9.6 Discussion/ Action **Page 106 – ADOPT DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS – Simon** (17-18 G & O Component I, II, III, IV, V)

- Each year the District must declare that there are an insufficient number of certificated persons who meet the District's employment criteria for the positions listed on the attached form. The declaration shall remain in force until June 30, 2019.

#### 9.7 Discussion/ Action **Page 110 – NAMING OF NEW HIGH SCHOOL – Leaman** (17-18 G & O Component I, II, III, IV, V)

- The Western Placer Unified School District will be opening a new high school in the Twelve Bridges area of Lincoln in the Fall of 2021. Based on prior Board discussion, potential names, mascots, and colors have been solicited from the community and are attached.

#### 9.8 Action **Page 117 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/ REGULATIONS – Leaman** (17-18 G & O Component I, II, III, IV, V)

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

- E 0420.41 – Charter School Oversight
- BP/AR 3514 – Environmental Safety
- BP 3514.1 – Hazardous Substances
- BP/AR 3516 – Emergencies and Disaster Preparedness Plan
- AR 3541 – Transportation Routes and Services
- BP/AR 5022 – Student and Family Privacy Rights
- BP/E 5145.6 – Parental Notifications

## 10. BOARD OF TRUSTEES

### 10.1 FUTURE AGENDA ITEMS

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

- School Safety

## Regular Meeting of the Board of Trustees

August 7, 2018

### Agenda

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#### 11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **August 21, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees –  
District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

#### 12. ADJOURNMENT

##### Accommodating Those Individuals with Special Needs:

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

**DISCLOSURE  
OF ACTION  
TAKEN IN  
CLOSED SESSION,  
IF ANY**

# Western Placer Unified School District

## CLOSED SESSION AGENDA

Place: District Office/City Hall Bldg. – Overlook Room (Fourth Floor)

Date: Tuesday, August 7, 2018

Time: 6:35 P.M.

1. LICENSE/PERMIT DETERMINATION
  2. SECURITY MATTERS
  3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
  4. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
  5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
  6. LIABILITY CLAIMS
  7. THREAT TO PUBLIC SERVICES OR FACILITIES
  8. **PERSONNEL**
    - \* PUBLIC EMPLOYEE APPOINTMENT
    - \* PUBLIC EMPLOYEE EMPLOYMENT
    - \* PUBLIC EMPLOYEE PERFORMANCE EVALUATION
    - \* **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
    - \* COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE
  9. **CONFERENCE WITH LABOR NEGOTIATOR**
  10. STUDENTS
    - \* STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
    - \* STUDENT PRIVATE PLACEMENT
    - \* INTERDISTRICT ATTENDANCE APPEAL
    - \* STUDENT ASSESSMENT INSTRUMENTS
    - \* STUDENT RETENTION APPEAL, Pursuant to BP 5123
    - \* DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION
1. **LICENSE/PERMIT DETERMINATION**
    - A. Specify the number of license or permit applications.
  2. **SECURITY MATTERS**
    - A. Specify law enforcement agency
    - B. Title of Officer
  3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
    - A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
    - B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
    - C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.



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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent  
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent  
Business and Operations

Kerry Callahan, Assistant Superintendent of  
Educational Services

**AGENDA ITEM AREA:**

Disclosure of action taken in  
closed session

**REQUESTED BY:**

Scott Leaman

Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

**ADMINISTRATION RECOMMENDATION:**

Administration recommends the board of trustees be updated on negotiations.

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

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**SUBJECT:**

CONFERENCE WITH LEGAL COUNSEL –  
EXISTING LITIGATION

**AGENDA ITEM AREA:**

Disclosure of Action Taken in  
Closed Session

**REQUESTED BY:**

Scott Leaman, Superintendent  
Kerry Callahan,  
Assistant Superintendent of Educational Services

**ENCLOSURES:**

No

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustees will disclose any action taken in closed session in regard to Case: Mark Babbins and CAL200, S.F. County Superior Court (Case No. CPF-15-514477).

**RECOMMENDATION:**

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Existing Litigation.

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

CONFERENCE WITH LEGAL COUNSEL -  
EXISTING LITIGATION

**AGENDA ITEM AREA:**

Close Session

**REQUESTED BY:**

Scott Leaman, Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

Measure H Bond Funds

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustees will disclose any action taken in closed session in regards to existing litigation Western Placer Unified School District v. LB/L Suncal Lincoln Crossing LLC; Case No. SCV0040655.

**RECOMMENDATION:**

Administration recommends that the Board of Trustees disclose action taken in closed session in regard to existing litigation.

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

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

**DISTRICT GLOBAL GOALS**

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

**AGENDA ITEM AREA:**  
Closed Session

**REQUESTED BY:**  
Gabe Simon  
Assistant Superintendent of Personnel Services

**ENCLOSURES:**  
No

**DEPARTMENT:**  
Personnel

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

**MEETING DATE:**  
August 7, 2018

**ROLL CALL REQUIRED:**  
Yes

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**BACKGROUND:**

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

**RECOMMENDATION:**

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

# **CONSENT**

# **AGENDA**

# **ITEMS**

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

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

**DISTRICT GLOBAL GOALS**

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**SUBJECT:**

Certificated Personnel Report

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Gabe Simon  
Assistant Superintendent of Personnel Services

GS

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

Categorical/General

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

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**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends ratification of the certificated personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
PERSONNEL REPORT**

August 7, 2018

**CERTIFICATED/MANAGEMENT**

**NEW HIRES:**

1.     **Name:**                     Krista Hochstatter  
       **Position:**           Temporary First Grade Teacher  
       **FTE:**                     1.0  
       **Effective Date:**     July 1, 2018  
       **Site:**                   First Street School
  
2.     **Name:**                     Andrew Leshnick  
       **Position:**           Temporary Fourth Grade Teacher  
       **FTE:**                     1.0  
       **Effective Date:**     August 10, 2018  
       **Site:**                   Foskett Ranch Elementary School
  
3.     **Name:**                     Danielle Musick  
       **Position:**           English Teacher  
       **FTE:**                     1.0  
       **Effective Date:**     August 10, 2018  
       **Site:**                   Lincoln High School
  
4.     **Name:**                     Michelle Hawe  
       **Position:**           RSP Intern Teacher  
       **FTE:**                     1.0  
       **Effective Date:**     July 1, 2018  
       **Site:**                   Lincoln High School
  
5.     **Name:**                     Susan Grandin  
       **Position:**           Temporary Fifth Grade Teacher  
       **FTE:**                     1.0  
       **Effective Date:**     August 10, 2018  
       **Site:**                   First Street School
  
6.     **Name:**                     Joshua Reafsnyder  
       **Position:**           CTE Teacher  
       **FTE:**                     1.0  
       **Effective Date:**     August 10, 2018  
       **Site:**                   Lincoln High School
  
7.     **Name:**                     Steven Meschia  
       **Position:**           Chemistry Teacher  
       **FTE:**                     1.0  
       **Effective Date:**     August 10, 2018  
       **Site:**                   Lincoln High School
  
8.     **Name:**                     Ella Eggel  
       **Position:**           Special Education Teacher (18-22 Adult)  
       **FTE:**                     1.0  
       **Effective Date:**     August 10, 2018  
       **Site:**                   Lincoln High School



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

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**SUBJECT:**  
Classified Personnel Report

**AGENDA ITEM AREA:**  
Consent Agenda

**REQUESTED BY:**  
Gabriel Simon *GS*  
Assistant Superintendent of Personnel Services

**ENCLOSURES:**  
Yes

**DEPARTMENT:**  
Personnel

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

**MEETING DATE:**  
August 7, 2018

**ROLL CALL REQUIRED:**

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**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
PERSONNEL REPORT**

**August 7, 2018**

**CLASSIFIED/MANAGEMENT**

**NEW HIRES:**

- |   |   |
|---|---|
| <b>1. Name:</b> Kim Saunders<br><b>Position:</b> Paraprofessional Physical Health Care<br><b>Salary:</b> CSEA, Range 17, Step B<br><b>Hours:</b> 6.0 Hours/5 Days a week<br><b>Days:</b> 10 Months/Year | <b>Effective:</b> 8/16/18<br><b>Site:</b> Twelve Bridges Elementary<br><b>Replacement</b> |
|---|---|

**TRANSFER/PROMOTION**

- |   |   |
|---|---|
| <b>1. Name:</b> Rochelle Christopherson<br><b>Position:</b> Paraprofessional Physical Health Care<br><b>Salary:</b> CSEA, Range 17, Step D<br><b>Hours:</b> 5.66 Hours/5 Days a week<br><b>Days:</b> 10 Months/Year | <b>Effective:</b> 7/1/18<br><b>Site:</b> Twelve Bridges Middle School<br><b>Replacement</b> |
| <b>2. Name:</b> Emma Oehler<br><b>Position:</b> Marketing/Communications Coor.<br><b>Salary:</b> Classified Management, Step 1<br><b>Hours:</b> 4 Hours/5 Days a week<br><b>Days:</b> 12 Months/Year                | <b>Effective:</b> 7/25/18<br><b>Site:</b> District Office<br><b>New</b>                     |

**RESIGNATIONS:**

- |   |
|---|
| <b>1. Name:</b> Krista Hochstatter<br><b>Position:</b> Intervention Services Provider<br><b>Hours:</b> 4.5 Hours/ 5 Days a week<br><b>Site:</b> Twelve Bridges Elementary<br><b>Effective:</b> 6/7/18               |
| <b>2. Name:</b> Rochelle Christopherson<br><b>Position:</b> Paraprofessional Physical Health Care<br><b>Hours:</b> 3.5 Hours/ 5 Days a week<br><b>Site:</b> Lincoln Crossing Elementary<br><b>Effective:</b> 6/7/18 |
| <b>3. Name:</b> Rochelle Christopherson<br><b>Position:</b> Campus/Café Supervisor<br><b>Hours:</b> .34 Hours/ 5 Days a week<br><b>Site:</b> Lincoln Crossing Elementary<br><b>Effective:</b> 6/7/18                |
| <b>4. Name:</b> Rochelle Christopherson<br><b>Position:</b> Paraprofessional Physical Health Care<br><b>Hours:</b> .45 Hours/ 3 Days a week<br><b>Site:</b> Lincoln Crossing Elementary<br><b>Effective:</b> 6/7/18 |
| <b>5. Name:</b> Michelle Hawe<br><b>Position:</b> Intervention Service Provider<br><b>Hours:</b> 5.5 Hours/5 days a week<br><b>Site:</b> First Street Elementary<br><b>Effective:</b> 6/7/185.                      |

**6. Name: Emma Oehler**  
**Position: District Office Clerk**  
**Hours: 4 Hours/5 days a week**  
**Site: District Office**  
**Effective: 7/24/18**

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Approval of Minutes:

- June 3, 2018 Special Board of Trustee Meeting

**AGENDA ITEM AREA:**

CONSENT AGENDA

**REQUESTED BY:**

Scott Leaman,  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

- June 3, 2018 Special Board of Trustee Meeting

**RECOMMENDATION:**

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

# Western Placer Unified School District

Special Meeting of the Board of Trustees

**July 3, 2018**

WPUSD District Office/City Hall Building – 4th Floor Zebra Room  
600 Sixth Street, Lincoln, CA 95648

## MINUTES

**2018-2019 Goals & Objectives (G & O) for the Management Team:** Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

### **Board Members Present:**

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

### **Others Present:**

Scott Leaman, Superintendent  
Audrey Kilpatrick, Assistant Superintendent of Business & Operations  
Gabe Simon, Assistant Superintendent of Personnel Services  
Mike Adell, Director of Facilities  
Rosemary Knutson, Secretary to the Superintendent  
Lindsey Ridgway, Student Advisory

### **5:30 P.M. START**

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 4<sup>th</sup> Floor Zebra Room
2. **COMMUNICATION FROM THE PUBLIC**  
There was no communication from the public.

### **5:35 P.M.**

3. **CLOSED SESSION** – WPUSD District Office – 4<sup>th</sup> Floor Overlook Room
  - 3.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)
  - 3.2 **PERSONNEL**  
Public Employee Employment/Discipline/Dismissal/Release

### **6:00 P.M.**

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 4<sup>th</sup> Floor Zebra Room  
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:
  - 4.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

Mr. Haley reported the board unanimously took action to approve the purchase of the Lincoln Crossing South School site at the cost of 4.1 million dollars.

#### 4.2 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action taken

#### 5. *Page 7-91 -* **CONSENT AGENDA**

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Minutes for: June 5<sup>th</sup> & 19<sup>th</sup>, 2018
- 5.4 Approval of Warrants
- 5.5 Ratification of Agreement with PCOE and WPUSD – Child and Adult Care Food Program
- 5.6 Ratification of Contract with WPUSD and Mattison Enterprises
- 5.7 Ratification of Agreement between Dannis Woliver Kelley and the WPUSD
- 5.8 Ratification of Contract with PCOE for (UDL) Universal Design for Learning
- 5.9 Ratification of Contract with Wellness Together, Inc.
- 5.10 Ratification of Contract with Sierra College
- 5.11 Ratification of Contract with the (PIQE) Parent Institute for Quality Education
- 5.12 Ratification of Contract with Learning for Services, Inc.

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

#### 6. ♦ACTION ♦DISCUSSION ♦INFORMATION

##### 6.1 Information *Page 93 –* **CAPITAL FACILITIES FUNDING PLAN OVERVIEW – WESTERN PLACER UNIFIED SCHOOL DISTRICT – Kilpatrick** *(17-18 G & O Component I, II, III, IV, V)*

•Cathy Dominico from Capital Public Financing Group will present an overview and provide discussion regard the capital facilities funding plan related to the new high school, new elementary school and Glen Edwards Middle School modernization projects. Staff will present information related to the estimated project costs, funding sources and project cash flow.

Audrey Kilpatrick introduced Cathy Dominico from Capital Public Financing. Cathy presented an overview of Conceptual Capital Facilities Funding Plan, which included the following:

- Projects to be Funded – *New High School, New Elementary School & Glen Edwards Middle School Modernization*
- New High School – *Remaining Estimated Costs*
- Capital Cost Estimates – *New Elementary & GEMS Upgrade Improvement Projects*

- Capital Project Funding Sources – *GO Bonds & State Funding*
- Status of State Funding
- Remaining Capital Project Funding Sources
- Although Capital Funding Sources Exceed Project Costs, with the Delay in the Receipt of State Funding, Financings will be Required
- Conceptual Funding Plan
- Repayment Plan
- Financings Enable the District to Fund Capital Project Expenditures, and can be Repaid (Almost Entirely) with the Future Receipt of State Funding
- Timing Considerations
- Comments on Funding Plan
- Summary
- Plan November 2018 Bond Projects

This was information and discussion only item, no action was taken.

6.2 Action

**Page 94 – APPROVE RESOLUTION NO. 18/19.01 REQUESTING THE PLACER COUNTY BOARD OF SUPERVISORS ESTABLISH A TAX RATE FOR BONDS EXPECTED TO BE SOLD IN 2018-19 – Kilpatrick (17-18 G & O Component I, II, III, IV, V)**

•Resolution No. 18/19.01 requests the Placer County Board of Supervisors establish a tax rate for bonds expected to be sold in 2018-19 to continue to provide funding necessary for the construction of the new high school, new elementary school and modernization of Glen Edwards Middle School.

Audrey Kilpatrick presented Resolution No. 18/19.1 for approval. Motion by Mr. Haley, seconded by Mr. Long and passed by a 5-0 (*Ayes: Long, Wyatt, Armitage, Haley, Carras No: None*) roll call vote to approve Resolution No. 18/19.1 Requesting the Placer County Board of Supervisors Establish a Tax Rate for Bonds Expected to be Sold in 2018-19.

6.3 Action

**Page 106 – APPROVE RESOLUTION NO. 18/19.02 EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF A TAX-EXEMPT OBLIGATIONS – Kilpatrick (17-18 G & O Component I, II, III, IV, V)**

•Resolution No. 18/19.02 will allow the District to reimburse itself for expenditures that may be made on Measure A and N projects for the construction of the new high school, new elementary school and modernization of Glen Edwards Middle School from the issuance of the remaining \$15 million of Measure A bonds and the remaining \$30 million of Measure N bonds this fall.

Audrey Kilpatrick presented Resolution No. 18/19.2 for approval. Motion by Mr. Armitage, seconded by Mrs. Wyatt and passed by a 5-0 (*Ayes: Wyatt, Armitage, Haley, Long, Carras No: None*) roll call vote to approve

Resolution No. 18/19.2 Expressing Official Intent regarding Certain Capital Expenditures to be reimbursed from proceeds of a Tax-Exempt Obligations.

6.4 Action

**Page 110 – APPROVE RESOLUTION NO. 18/19.03 AND CALLING FOR A LOCAL GENERAL OBLIGATION BOND MEASURE FOR NOVEMBER 6, 2018 GENERAL ELECTION – Kilpatrick (17-18 G & O Component I, II, III, IV, V)**

•Resolution 18/19.03 call for a general obligation bond measure to be placed on the November 6, 2018 ballot to fund capital improvements related to safety and security improvements projects and youth athletics and aquatics center projects.

Audrey Kilpatrick presented a revised Resolution No. 18/19.3 for approval. Cathy Dominico explained the reason for presenting two versions of ballot language to the county. The district was advised by legal council to adopt two versions, one with the 8195 language and one without. Both are being presented to the county with a letter explaining the reasons for two statements. At a later date the Superintendent is able to amend the ballot statement, and at that time will pull one of the statements. Audrey Kilpatrick shared a list of projects is attached to the Resolution. Motion by Mr. Haley, seconded by Mr. Long and passed by a 5-0 (*Ayes: Armitage, Haley, Long, Wyatt, Carras No: None*) vote to approve Resolutions No. 18/19.03 calling for a local General Obligation Bond Measure for November 6, 2018 General Election.

6.5 Discussion/  
Action

**Page 120 – CONSIDER APPROVING RESOLUTION NO. 18/19.4 AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS – Simon (17-18 G & O Component I, II, III, IV, V)**

•Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No.18/19.4.

Gabe Simon presented Resolution No. 18/19.4 for approval. Motion by Mr. Haley, seconded by Mr. Long and passed by a 5-0 (*Ayes: Haley, Long, Wyatt, Armitage, Carras No: None*) roll call vote to approve Resolution No. 18/19.4 Authorizing the Elimination and/or Reduction of Certain Classified Employee Positions due to lack of work/lack of Funds.

6.6 Discussion/  
Action

**Page 123 – CONSIDER APPROVING RESOLUTION NO. 18/19.5 AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS – Simon (17-18 G & O Component I, II, III, IV, V)**



●Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 18/19.5.

Gabe Simon presented Resolution No. 18/19.5 for approval. Motion by Mrs. Wyatt, seconded by Armitage and passed by a 5-0 roll call (*Ayes: Long, Wyatt, Armitage, Haley, Carras No: None*) vote to approve Resolution No. 18/19.5 Authorizing the Elimination and/or Reduction of certain Classified Employee positions due to lack of work/lack of Funds.

6.7 Action

**Page 126 – APPROVE RESOLUTION NO. 18/19.6 ADOPTING THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVAL OF NEW HIGH SCHOOL PROJECT – Adell (17-18 G & O Component I, II, III, IV, V)**

●The California Environmental Quality Act (CEQA), Public Resources Code Sections 21080 et seq., requires the District, as the project proponent, to prepare an Initial Study (IS) to analyze environmental impacts of a proposed project, prepare a Negative Declaration (ND) or Mitigated Negative Declaration (MND), and adopt all feasible measures to mitigate those impacts.

Mike Adell presented Resolution No. 18/19.6 for approval. Motion by Mr. Armitage, seconded by Mrs. Wyatt and passed by a 5-0 (*Ayes: Wyatt, Armitage, Haley, Long, Carras No: None*)roll call vote to approve Resolution 18/19.6 adopting the mitigated Negative Declaration and Mitigation Monitoring and reporting program and Approval of New High School Project.

6.8 Discussion  
Action

**Page 164 – NAMING OF NEW ELEMENTARY SCHOOL – Leaman (17-18 G & O Component I, II, III, IV, V)**

●The Western Placer Unified School District will be opening a new elementary school in the south area of Lincoln Crossing in the Fall of 2020. Based on prior Board discussion, potential names, mascots, and colors have been solicited from the community and are attached.

Mr. Carras introduced Gayle Garbolino Mojica, Placer County Superintendent of Schools, she shared that she has roots to Lincoln. Her first teaching position was at Creekside Oaks, and has a big heart for Western Placer Unified School District. She urged the board to name the New Elementary School the “Scott M. Leaman Elementary”. She took the board down a path of about 12 years ago. This school district was slated as one of the fastest growing school districts in California when the housing market started to slow, and turn into a recession. The school district was in a financial situation, where there no monies to build schools. Mr. Leaman was tasked with the unfavorable job of digging the district out of this

position. She told the board that they would not be building new schools today without Scott Leaman. The district is in a position today because of what he has done in the last 12 years. He is the longest serving Superintendent in Placer and has gotten two bonds passed. She encouraged the board to name the new elementary school the "Scott M. Leaman Elementary School". Mr. Carras shared after 25 years in WPUSD and everything he has done for the district, the new elementary school should be named after him, and asked for comments from the board. Mr. Leaman felt it was a great honor. Motion by Mr. Long, seconded by Mr. Haley and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the new school be named the "Scott M. Leaman Elementary School".

**6.9 Discussion**     **Page 173 – NAMING OF NEW HIGH SCHOOL – Leaman**  
**Action**            (*17-18 G & O Component I, II, III, IV, V*)

●The Western Placer Unified School District will be opening a new high school in the Twelve Bridges area of Lincoln in the Fall of 2021. Based on prior Board discussion, potential names, mascots, and colors have been solicited from the community and are attached.

Mr. Leaman presented the process of the new high school. After some discussion from the board, it was recommended that the board review the list again, and the option to add to the list. This will be brought back to the board.

**7. ESTABLISHMENT OF NEXT MEETING(S)**

The President will establish the following meeting(s):

- August 7, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room
- August 21, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

**8. ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:20 p.m.

---

Paul Carras, President

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Brian Haley, Clerk

---

Scott Leaman, Superintendent

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Rosemary Knutson, Secretary to the  
Superintendent

**Adopted:**

**Ayes:**

**Noes:**

**Absent:**

**Accommodating Those Individuals with Special Needs:**

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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Approval of Warrants

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Audrey Kilpatrick  
Assistant Superintendent of  
Business and Operations

**ENCLOSURES:**

Warrants may be found at  
[www.wpusd.k12.ca.us](http://www.wpusd.k12.ca.us)

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

N/A

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**BACKGROUND:**

The Board of Trustees will consider approval of warrants paid since the July 3, 2018 board meeting.

**RECOMMENDATION:**

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

**Checks Dated 07/20/2018**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85632113	07/20/2018	Kathleen M. Leehane	01-5200		70.00
85632114	07/20/2018	BANK OF AMERICA #4333	01-4300		62.09
85632115	07/20/2018	ILLUMINATE EDUCATION	01-5800		41,628.00
85632116	07/20/2018	Loomis Union School Dist	01-4300		418.13
85632117	07/20/2018	NANCY ALEXANDER-STORM	01-5800		655.92
85632118	07/20/2018	POINT QUEST PEDIATRIC THERAPIES, LLC	01-5800		4,570.13
85632119	07/20/2018	PREMIER GRAD PRODUCTS	01-5200		487.99
85632120	07/20/2018	TURNITIN LLC	01-5800		17,810.00
85632121	07/20/2018	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4300	2,806.19	
			01-5800	2,221.00	5,027.19
85632122	07/20/2018	Kerry W. Beltram	01-5200		9.43
85632123	07/20/2018	49ER WATER SERVICES	01-5800		
			01-9500		1,682.50
85632124	07/20/2018	BARE BONES WORKWEAR	01-9500		670.17
85632125	07/20/2018	BORDERLAN SECURITY	01-5800		100,779.38
85632126	07/20/2018	C.A.S.H COALITION FOR ADEQUATE SCHOOL HOUSING	25-9500		390.00
85632127	07/20/2018	CDW GOVERNMENT INC	01-4300	10,523.10	
			01-4400	51,875.46	62,398.56
85632128	07/20/2018	CROWE HORWATH LLP	01-5811	22,360.00	
			21-5811	3,200.00	25,560.00
85632129	07/20/2018	CSBA CA SCHOOL BOARDS ASSOC	01-5300	11,141.00	
			01-5800	6,045.00	17,186.00
85632130	07/20/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,624.19
85632131	07/20/2018	DIVERSE NETWORK ASSOC. INC. CatapultK12	01-5800		9,672.00
85632132	07/20/2018	E-CONOLIGHT LLC	01-4300		1,640.77
85632133	07/20/2018	FAR WEST RENTS & READY MIX	01-5600	728.98	
			01-9500	323.84	1,052.82
85632134	07/20/2018	FASTENAL COMPANY	01-9500		52.83
85632135	07/20/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-5800		9,277.55
85632136	07/20/2018	GRAINGER .	01-4300		613.40
85632137	07/20/2018	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300	423.01	
			01-9500	101.88	524.89
85632138	07/20/2018	HILLYARD / SACRAMENTO	01-4300		2,620.09
85632139	07/20/2018	L & H AIRCO	01-5600	243.61	
			01-9500	487.19	730.80
85632140	07/20/2018	MOODY'S INVESTORS SERVICE INC	01-5800		11,000.00
85632141	07/20/2018	PACIFIC GAS & ELECTRIC CO	01-5510		1,852.86
85632142	07/20/2018	PITNEY BOWES INC	01-5600		528.72
85632143	07/20/2018	PJ'S MAIL & PARCEL SERVICE	01-9500		38.29
85632144	07/20/2018	POWER SCHOOL GROUP, LLC	01-5800		61,598.98

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

ESCAPE

ONLINE

Page 1 of 3

**Checks Dated 07/20/2018**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85632145	07/20/2018	PPG PAINTS ARCHITECTURAL FINISHES, INC.	01-4300		5,165.78
85632146	07/20/2018	RAY MORGAN CO. / CHICO	01-5600		53.76
85632147	07/20/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		425.93
85632148	07/20/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		729.13
85632149	07/20/2018	RIEBES AUTO PARTS	01-9500		1,704.79
85632150	07/20/2018	SAC VAL JANITORIAL SALES	01-4300		4,762.03
85632151	07/20/2018	SERVICENTER RADIATOR WORKS	01-9500		1,264.37
85632152	07/20/2018	SIERRA BUILDING SYSTEMS INC	01-5800		7,840.00
85632153	07/20/2018	SIG SCHOOLS INSURANCE GROUP	01-5460	1,239.00	
			01-5600	102,750.13	103,989.13
85632154	07/20/2018	SITEONE LANDSCAPE SUPPLY	01-4300		86.88
85632155	07/20/2018	SLAKEY BROTHERS	01-9500		209.49
85632156	07/20/2018	SPURR	01-5530		2,748.63
85632157	07/20/2018	STATE OF CALIFORNIA - DOJ	01-5821		343.00
85632158	07/20/2018	UNIFIRST CORPORATION	01-9500		3,985.97
85632159	07/20/2018	UNITED RENTALS EXCHANGE, LLC	01-5600		658.41
85632160	07/20/2018	WALLACE-KUHL & ASSOCIATES	21-9500		1,395.00
85632161	07/20/2018	WALTER MAY	21-6290		3,400.00
85632162	07/20/2018	WAVE BUSINESS WAVE BROADBAND-ROCKLIN	01-5560		4,004.25
85632163	07/20/2018	WESTERN PLACER WASTE	01-9500		280.84
85632164	07/20/2018	WILCO SUPPLY	01-5600		754.54
85632165	07/20/2018	Barret B. Hess	01-5200		266.02
85632166	07/20/2018	Sruti V. Vadgama	01-4300		410.96
85632167	07/20/2018	ADVENTURE TO FITNESS, LLC	01-5800		99.00
85632168	07/20/2018	AIRGAS	01-9500		86.42
85632169	07/20/2018	CANYON CREEK SOFTWARE	01-5800		254.00
85632170	07/20/2018	EDMENTUM INC.	01-5800		330.00
85632171	07/20/2018	MJB WELDING SUPPLY, INC.	01-9500		47.50
85632172	07/20/2018	NIMCO	01-4300		210.46
85632173	07/20/2018	RENAISSANCE LEARNING INC.	01-5800		3,782.50
85632174	07/20/2018	RIDDELL ALL AMERICAN SPORTS CORPORATION	01-9500		14,955.51
85632175	07/20/2018	SCHOLASTIC BOOKS	01-4300		151.25
85632176	07/20/2018	PREMIER GRAD PRODUCTS	01-4300		836.55
85632177	07/20/2018	SCHOOL STEPS, INC.	01-5800		8,410.00
85632178	07/20/2018	BURKETT'S OFFICE	01-4300		68.21
Total Number of Checks			66		<u>555,943.99</u>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	63	547,558.99
21	Building Fund #1	3	7,995.00
25	Capital Facilities Fund	1	390.00

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

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**Checks Dated 07/20/2018**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
		Total Number of Checks	66	555,943.99	
		Less Unpaid Tax Liability		.00	
		Net (Check Amount)		<u>555,943.99</u>	

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

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**Checks Dated 07/13/2018**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85631207	07/13/2018	"CALIFORNIA ASSOCIATION, Futur e Farmers Of America"	01-5200		1,170.00
85631208	07/13/2018	DISCOVERY OFFICE SYSTEMS	01-9500		152.22
85631209	07/13/2018	EMMAUS CHURCH COMMUNITY	01-5600		1,140.00
85631210	07/13/2018	LEARNING FOR LIVING, INC	01-5800		4,500.00
85631211	07/13/2018	LOWE'S	01-9500		741.76
85631212	07/13/2018	MEMBEAN, INC.	01-4300		1,400.00
85631213	07/13/2018	MOTIVATIONAL MILLENNIAL LLC	01-5800		1,000.00
85631214	07/13/2018	MOTIVATIONAL MILLENNIAL LLC	01-5800		500.00
85631215	07/13/2018	RAY MORGAN CO. / CHICO	01-9500		12.14
85631216	07/13/2018	RENAISSANCE LEARNING INC.	01-5800		3,313.00
85631217	07/13/2018	RISO PRODUCTS OF SAC INC	01-5600		495.00
85631218	07/13/2018	SAMI'S CIRCUIT	01-5800		2,500.00
85631219	07/13/2018	SIGHT WORD BUSTERS	01-4300		400.00
85631220	07/13/2018	STAPLES BUSINESS ADVANTAGE	01-4300		36.31
85631221	07/13/2018	BRIGHT START THERAPIES INC	01-5800		2,610.00
85631222	07/13/2018	CDW GOVERNMENT INC	01-4300	3,131.73	
			01-4400	640.28	3,772.01
85631223	07/13/2018	DOCUMENT TRACKING SERVICES. LLC	01-5800		8,929.00
85631224	07/13/2018	EATON INTERPRETING SVCS INC	01-4300	105.00	
			01-5800	551.25	656.25
85631225	07/13/2018	JABBERGYM INC.	01-5800		2,565.00
85631226	07/13/2018	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		600.87
85631227	07/13/2018	LEARNING SOLUTIONS INC	01-5800		2,328.93
85631228	07/13/2018	MASE CENTER	01-5200		1,040.00
85631229	07/13/2018	PCOE - PLACER CO OFFICE OF ED	01-5200		300.00
85631230	07/13/2018	SCHOOL NURSE SUPPLY INC.	01-4400		899.83
85631231	07/13/2018	SCHOOLGY INC	01-5800		23,287.50
85631232	07/13/2018	SIERRA OFFICE SUPPLIES &	01-4300		287.28
85631233	07/13/2018	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		6,168.00
85631234	07/13/2018	BRIGHT START THERAPIES INC	01-5800		580.00
85631235	07/13/2018	ADVANCED INTEGRATED PEST	01-5800		1,226.00
85631236	07/13/2018	ALERTUS TECHNOLOGIES, LLC	01-4300	12.00	
			01-5800	15.00	
			01-9500	4,535.00	4,562.00
85631237	07/13/2018	APPROVED SAFE & LOCK	01-9500		237.89
85631238	07/13/2018	AT&T	01-5560		4,031.83
85631239	07/13/2018	BIDWELL WATER	01-4300	5.00	
			01-9500	60.00	65.00
85631240	07/13/2018	BRCO CONSTRUCTION, INC.	25-9500		73,289.60
85631241	07/13/2018	CDW GOVERNMENT INC	01-9500		1,048.43
85631242	07/13/2018	DANG ELECTRIC	01-9500		8,500.00
85631243	07/13/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		749.42

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

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**Checks Dated 07/13/2018**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85631244	07/13/2018	DISCOVERY OFFICE SYSTEMS	01-5600		18.23
85631245	07/13/2018	FLINT BUILDERS, INC.	21-9500		39,566.67
85631246	07/13/2018	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		265.20
85631247	07/13/2018	GRAINGER .	01-9500		13.27
85631248	07/13/2018	JIVE COMMUNICATIONS, INC.	01-5560		609.32
85631249	07/13/2018	LANDMARK CONSTRUCTION	21-9500		688,556.05
85631250	07/13/2018	LINCOLN AREA CHAMBER OF	01-5300		155.00
85631251	07/13/2018	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-9500		1,260.00
85631252	07/13/2018	LOZANO SMITH LLP	01-5810		3,492.94
85631253	07/13/2018	NAVIA BENEFIT SOLUTIONS	01-5800		154.00
85631254	07/13/2018	POWER PROTECTION PLUS	21-9500		820.00
85631255	07/13/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	1,302.08	
			01-5600	838.70	2,140.78
85631256	07/13/2018	T. WILSON INSPECTION SERVICES	25-9500		5,925.00
85631257	07/13/2018	US OMNI ATTN: ACCOUNTING DEPT.	01-5800		6,993.00
85631258	07/13/2018	WHEST KOAST PLUMBING	21-9500		2,387.00
85631259	07/13/2018	Abigail C. Castillo	01-5200		110.64
85631260	07/13/2018	CALIF DEPT OF TAX & FEE ADMIN	01-4300		83.25
85631261	07/13/2018	NUTIRIKIDS -HEARTLAND PMNT SYS	13-5800		1,350.00
85631262	07/13/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		160.26
<b>Total Number of Checks</b>			<b>56</b>		<b>919,155.88</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	48	107,101.30
13	Cafeteria Fund	2	1,510.26
21	Building Fund #1	4	731,329.72
25	Capital Facilities Fund	2	79,214.60
<b>Total Number of Checks</b>		<b>56</b>	<b>919,155.88</b>
<b>Less Unpaid Tax Liability</b>			<b>.00</b>
<b>Net (Check Amount)</b>			<b>919,155.88</b>

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

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## Checks Dated 07/06/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85630105	07/06/2018	DISCOVERY OFFICE SYSTEMS	01-4300		16.67
85630106	07/06/2018	GUIDING HANDS SCHOOL INC.	01-5800		2,890.65
85630107	07/06/2018	MEDICAB OF SACRAMENTO/SIERRA	01-5800		4,002.50
85630108	07/06/2018	PLACER LEARNING CENTER	01-5800		35,428.25
85630109	07/06/2018	CANYON CREEK SOFTWARE	01-5800		288.00
85630110	07/06/2018	CHEVRON	01-9500		455.24
85630111	07/06/2018	CONTRA COSTA COMM COLLEGE DIST	01-5800		300.00
85630112	07/06/2018	DISCOVERY OFFICE SYSTEMS	01-4300		122.96
85630113	07/06/2018	EBSCO INDUSTRIES INC.	01-4100		4,969.00
85630114	07/06/2018	PACIFIC ENVIRONMENTAL	01-5800		1,000.00
85630115	07/06/2018	PCOE - PLACER CO OFFICE OF ED	01-5800		695.00
85630116	07/06/2018	PREMIER GRAD PRODUCTS	01-9500	5,304.37	
		Unpaid Tax		41.24-	5,263.13
85630117	07/06/2018	PROJECT LEAD THE WAY INC	01-5800		5,750.00
85630118	07/06/2018	RISO PRODUCTS OF SAC INC	01-5800		1,265.00
85630119	07/06/2018	SCHOOL SPECIALTY INC	01-9500		20.88
85630120	07/06/2018	SIERRA HAY & FEED	01-9500		82.07
85630121	07/06/2018	UNIVERSITY OF SAN DIEGO	01-5200		2,800.00
85630122	07/06/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		210.90
85630123	07/06/2018	Rhianon R. Zinzun	01-5200		16.35
85630124	07/06/2018	A-Z BUS SALES INC	01-4365		
			01-9500		994.13
85630125	07/06/2018	ACI SPECIALTY BENEFITS ACI ENTERPRISES INC	01-3901		3,171.69
85630126	07/06/2018	BANK OF NEW YORK MELLON CORPORATE TRUST DEPT.	21-5800		750.00
85630127	07/06/2018	CAPITOL ADVISORS GROUP LLC	01-5800		1,625.00
85630128	07/06/2018	CAPITOL PUBLIC FINANCE GROUP	01-5800		14,000.00
85630129	07/06/2018	CLASS LEASING LLC	25-5600		80,557.65
85630130	07/06/2018	DISCOVERY OFFICE SYSTEMS	01-5600		189.91
85630131	07/06/2018	ECORP CONSULTING INC	21-6140	2,946.25	
			21-9500	56,593.79	59,540.04
85630132	07/06/2018	FRONTLINE TECHNOLOGIES GRP LLC DBA - FRONTLINE EDUCATION	01-5800		11,101.61
85630133	07/06/2018	GCR TIRES & SERVICE	01-9500		1,657.00
85630134	07/06/2018	LOGICLOFT, LLC	01-5800		9,600.00
85630135	07/06/2018	NCM - NATIONAL CINEMEDIA LLC	01-9500		900.00
85630136	07/06/2018	PARS - PUBLIC AGENCY RETIREMENT SERVICES	01-7439		205,074.50
85630137	07/06/2018	QUINT & THIMMIG LLP	01-5800		12,500.00
85630138	07/06/2018	RISO PRODUCTS OF SAC INC	01-5800		425.00
85630139	07/06/2018	SCHOOL FACILITY CONSULTANTS	25-9500		1,093.75
85630140	07/06/2018	THE PERSONNEL ADVISOR - BLR BUSINESS & LEGAL RESOURCES	01-5800		427.93
85630141	07/06/2018	WALTER MAY	21-9500		14,280.00

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**Checks Dated 07/06/2018**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85630142	07/06/2018	NORA DAVIS	01-5800		407.66
Total Number of Checks			38		<u>483,872.47</u>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	32	327,481.37
13	Cafeteria Fund	1	210.90
21	Building Fund #1	3	74,570.04
25	Capital Facilities Fund	2	81,651.40
Total Number of Checks		38	483,913.71
Less Unpaid Tax Liability			<u>41.24-</u>
Net (Check Amount)			<u>483,872.47</u>

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

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**Checks Dated 06/29/2018**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85629478	06/29/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		1,811.58
85629479	06/29/2018	SCHOOL SPECIALTY INC	01-4300		47.30
85629480	06/29/2018	WPUSD PETTY CASH FUND	01-4300	305.00	
			01-5715	208.00	
			01-5800	226.65	
			13-4710	356.25	
			13-5800	43.80	
			13-8634	13.50	1,153.20
85629481	06/29/2018	Kerry W. Beltram	01-5200		18.86
85629482	06/29/2018	Bonnie L. Pellow	01-5200		29.98
85629483	06/29/2018	ADVANCE SOUND & ELECTRIC INC	01-5600		289.96
85629484	06/29/2018	C & S TELECOMMUNICATIONS INC	01-5600		1,393.08
85629485	06/29/2018	CAPITOL PUBLIC FINANCE GROUP	21-5800		7,020.00
85629486	06/29/2018	CDW GOVERNMENT INC	01-4300	1,526.52	
			01-4400		
			01-6200	18,815.18	20,341.70
85629487	06/29/2018	CITRUS HEIGHTS SAW & MOWER	01-4365	119.35	
			01-5600	31.38	150.73
85629488	06/29/2018	CITY OF LINCOLN	01-5540	6,751.43	
			01-5550	9,145.12	
			01-5570	39,087.52	54,984.07
85629489	06/29/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		121.51
85629490	06/29/2018	ECONOMIC & PLANNING SYS. INC.	49-5800		3,487.50
85629491	06/29/2018	ESS ENVIRONMENTAL	21-6140		19,575.00
85629492	06/29/2018	GCR TIRES & SERVICE	01-4360		370.62
85629493	06/29/2018	GRAINGER .	01-4300		257.24
85629494	06/29/2018	HILLYARD / SACRAMENTO	01-4400		4,726.56
85629495	06/29/2018	HMC GROUP	21-6210		291,990.43
85629496	06/29/2018	HOME DEPOT CREDIT SERVICES	01-4300		3,644.80
85629497	06/29/2018	JIVE COMMUNICATIONS, INC.	01-5560		609.32
85629498	06/29/2018	KINGSLEY BOGARD THOMPSON LLP	01-5810		2,212.50
85629499	06/29/2018	L & H AIRCO	01-5600		4,422.48
85629500	06/29/2018	LOWE'S	01-4300		757.76
85629501	06/29/2018	LOZANO SMITH LLP	01-5810	4,255.38	
			21-5810	3,378.03	7,633.41
85629502	06/29/2018	MWG MESTMAKER & ASSOCIATES	01-3901		136.60
85629503	06/29/2018	NATIONAL CINE MEDIA LLC	01-5800		900.00
85629504	06/29/2018	NSP3 - PARK ASSOCIATES, INC.	01-4300		512.70
85629505	06/29/2018	PACIFIC GAS & ELECTRIC CO	01-5510		127,785.65
85629506	06/29/2018	POWER PROTECTION PLUS	01-5600		1,020.00
85629507	06/29/2018	PPG PAINTS ARCHITECTURAL FINISHES, INC.	01-4300		755.42
85629508	06/29/2018	Props Tree & Landscape, Inc.	01-5800		2,175.00
85629509	06/29/2018	RAINFORTH GRAU ARCHITECTS	21-6210		69,343.13

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**Checks Dated 06/29/2018**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85629510	06/29/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		127.62
85629511	06/29/2018	RIEBES AUTO PARTS	01-4365		3,044.08
85629512	06/29/2018	SIERRA BUILDING SYSTEMS INC	01-5600		2,192.00
85629513	06/29/2018	SPURR	01-5530		5,537.38
85629514	06/29/2018	STATE OF CALIFORNIA - DOJ	01-5821		277.00
85629515	06/29/2018	STINEMAN'S FARM SUPPLY	01-4300		14.99
85629516	06/29/2018	TAG / AMS INC	01-5800		244.00
85629517	06/29/2018	THE SACRAMENTO BEE ADVERTISING DEPT.	21-5800		750.16
85629518	06/29/2018	TRANE	40-5600		911,050.00
85629519	06/29/2018	VALLEY POWER SYSTEM INC	01-4300		275.10
85629520	06/29/2018	VERIZON WIRELESS	01-5560	2,012.11	
			21-5560	53.75	2,065.86
85629521	06/29/2018	WALLACE-KUHL & ASSOCIATES	21-6170		9,447.20
85629522	06/29/2018	WEST SLOPE WATER WORKS INC	01-5600		600.00
85629523	06/29/2018	WESTERN PLACER WASTE	01-5540		427.35
85629524	06/29/2018	WILCO SUPPLY	01-4300		679.83
85629525	06/29/2018	WILLIAMS + PADDON	01-5800	1,935.34	
			25-6210	4,596.39	6,531.73
85629526	06/29/2018	Ruben Ayala	01-5200		128.62
85629527	06/29/2018	Maria H. Beltini	01-5200		11.99
85629528	06/29/2018	Barbara J. Green	01-5200		14.17
85629529	06/29/2018	Cindy J. Hood	01-5200		14.17
85629530	06/29/2018	Tara Jeane	01-4300		109.80
85629531	06/29/2018	Norma P. Lazaro	01-5200		150.40
85629532	06/29/2018	Shanna C. Parker	01-5200		501.50
85629533	06/29/2018	Karen A. Roberts	01-4300		55.12
85629534	06/29/2018	Sruti V. Vadgama	01-4300		332.31
85629535	06/29/2018	ADD SOME CLASS	01-4300		7,166.70
85629536	06/29/2018	CELEBRATIONS PARTY RENTALS	01-5600		222.62
85629537	06/29/2018	DISCOVERY OFFICE SYSTEMS	01-4300	150.83	
			01-5600	208.28	359.11
85629538	06/29/2018	FULL COMPASS SYSTEMS	01-4300	321.59	
			Unpaid Tax	21.74-	299.85
85629539	06/29/2018	JOSTENS	01-4300		2,305.88
85629540	06/29/2018	NASCO MODESTO	01-4300		25.48
85629541	06/29/2018	OFFICE DEPOT	01-4300		87.86
85629542	06/29/2018	PLACER FARM SUPPLY	01-4300		259.22
85629543	06/29/2018	POSITIVE PROMOTIONS	01-4300	698.92	
			Unpaid Tax	40.79-	658.13
85629544	06/29/2018	PRINTERBOT INC	01-4400		637.23
85629545	06/29/2018	PURCHASE POWER	01-4300		1,020.99
85629546	06/29/2018	SCHOLASTIC BOOK FAIRS - 13	01-4300		5,612.32
85629547	06/29/2018	SCHOOL SPECIALTY INC	01-4300		139.87
85629548	06/29/2018	STAPLES BUSINESS ADVANTAGE	01-4300		917.27
85629549	06/29/2018	VIKING SHRED LLC	01-4300		47.99

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**Checks Dated 06/29/2018**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85629550	06/29/2018	WAVE Cable TV	01-4300		20.82
85629551	06/29/2018	Jennifer T. Beggerly	01-5200		128.73
85629552	06/29/2018	Lori J. Fury	01-5200		90.14
85629553	06/29/2018	Carrie A. Garbett	01-5200		486.30
85629554	06/29/2018	Kelley D. Gordon	01-5200		54.50
85629555	06/29/2018	Jennifer L. Horton	01-5200		316.16
85629556	06/29/2018	Susan E. Watkins	01-4300		62.60
85629557	06/29/2018	AMANDA GANT	01-5800		202.97
85629558	06/29/2018	CDW GOVERNMENT INC	01-4300		2,104.19
85629559	06/29/2018	ILLUMINATE EDUCATION	01-5800		1,118.40
85629560	06/29/2018	LOZANO SMITH LLP	01-5810		2,255.75
85629561	06/29/2018	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		1,198.50
85629562	06/29/2018	MEDICAL BILLING TECHNOLOGIES	01-5800		1,849.10
85629563	06/29/2018	NANCY ALEXANDER-STORM	01-5800		2,021.00
85629564	06/29/2018	ODYSSEY LEARNING CENTER, INC.	01-5800		8,248.12
85629565	06/29/2018	PCOE - PLACER CO OFFICE OF ED	01-5200		100.00
85629566	06/29/2018	PLACER LEARNING CENTER	01-5800		44,470.25
85629567	06/29/2018	SCHOOL NURSE SUPPLY INC.	01-4300		2,519.91
85629568	06/29/2018	SCHOOL STEPS, INC.	01-5800		23,600.00
85629569	06/29/2018	SEW CAL MONOGRAMMING	01-4300		2,651.22
85629570	06/29/2018	SIERRA FOOTHILLS ACADEMY	01-5800		73,666.21
85629571	06/29/2018	SIG EMPLOYEE BENEFITS TRUST	76-9558		707,653.10
85629572	06/29/2018	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		511.00
Total Number of Checks			95		<u><u>2,469,349.96</u></u>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	85	438,842.67
13	Cafeteria Fund	2	2,225.13
21	Building Fund #1	8	401,557.70
25	Capital Facilities Fund	1	4,596.39
40	Spec Res For Capital Outlay	1	911,050.00
49	Mello Roos Capital Projects	1	3,487.50
76	Payroll Fund	1	707,653.10
Total Number of Checks		95	2,469,412.49
Less Unpaid Tax Liability			62.53-
Net (Check Amount)			<u><u>2,469,349.96</u></u>

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

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

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

## DISTRICT GLOBAL GOALS

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


### SUBJECT:

Ratification of WAVE Broadband for  
Telecommunications Services

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent of  
Business and Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

General Fund

### MEETING DATE:

August 7, 2018

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

The attached contract is for specific telecommunication services at Phoenix High School and District Annex. This contract replaces the current vendor services for the internet protocol voice network (aka "VoIP") phone services. This contract will decrease the overall monthly cost for telecommunication services by approximately \$850 per year and will be paid with General Funds.

### RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between WAVE Broadband and Western Placer Unified School District.

Wave Division Holdings, LLC  
d/b/a Wave Broadband  
P.O. Box 34808  
Seattle, WA 98124-1808  
Phone 1-866-WAVE123

## LETTER OF AGENCY

**Thank you for choosing Wave Broadband for your telecommunications services. By completing this form below you authorize Wave Broadband to provide you with its local and/or long distance service. Your signature certifies that you have read and understand this letter of authorization, are at least 18 years of age, and have authority to make changes to the telephone numbers listed below.**

**By signing below, I authorize Wave Broadband to become my local and/or long distance service provider and act as my agent to effect this change by working with my previous service provider(s).**

**Grant of Agency Authority.** This letter authorizes Wave Broadband to act as my agent for purposes of ordering changes in telecommunications and related service(s) on the numbers listed below and on any supplement to this Letter of Agency. This authorization includes, without limitation, changes to, the removal of, addition to, or rearrangement of the following services as marked and initialed:

Local telephone service

☐ Customer Initials

IntraLATA toll (local long distance service)

☐ Customer Initials

Long distance telecommunications service(s), including interstate, international, and access services, as well as equipment to our telecommunications service(s).

☐ Customer Initials

**Changes in Primary Telecommunications Carriers.** This letter also authorizes Wave Broadband consistent with the above general authorization, election and FCC requirements, to act as my agent to: 1) change my **Local Service** to Wave Broadband for each of the telephone numbers listed below and any supplement (I understand that Wave Broadband may have different calling areas, rates and charges than my previous provider.); and 2) change the primary interexchange carrier for **Long Distance** service from my current service provider for each of the telephone numbers listed below and any supplement (I understand that only one interexchange carrier may be designated as my interstate or interLATA preferred interexchange carrier for any one telephone number.). If any jurisdiction allows for the selection of additional primary exchange carriers (e.g., for local, interstate or international calling), then Wave Broadband is hereby authorized to change my primary carrier for those services from my current service provider for each of the telephone numbers listed on this form or any supplement. Accordingly, I hereby revoke any previous selections with other providers inconsistent with this authorization regarding the telephone numbers listed below and on any supplement. I understand that there is no fee imposed by Wave Broadband to change my service, but such a fee may be imposed by another carrier if I choose to switch to that carrier. I understand that I may choose Wave Broadband for my IntraLATA toll or Long Distance or both.

**Releases.** I hereby release any telecommunication provider relying on this letter from any and all liability for making pertinent information available to and following Wave Broadband's instructions with respect to release to Wave Broadband any customer proprietary network information as Wave Broadband may require in connection with its furnishing of services to me. Any telecommunication provider may deal directly with Wave Broadband on all matters pertaining to my telecommunications service and should follow Wave Broadband instructions with respect thereto. This authorization will remain in effect until modified or rescinded in writing by the undersigned.

Audrey Kilpatrick

Authorized Customer (Print Name as it appears on current invoice):

7/11/18

Date:

Customer Signature:

600 Sixth Street Suite 400 Lincoln

CA

95648

Address:

Apt#:

City:

State:

Zip:

Telephone Number(s):

Wave Broadband Representative:

Mike Puckett

Date:

Old Provider Account Number

CN-566218-1312

Letter of Agency  
CAWA Revised:

ATTACH SUPPLEMENT FOR ANY ADDITIONAL TELEPHONE NUMBERS.



## ORDER FOR PHONE SERVICES

This Order for Phone Services (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company ("Provider"), and WESTERN PLACER UNIFIED SCHOOL DISTRICT, a California school district ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services between Provider and Customer dated March 16, 2018 (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

### Section 1: Key Business Terms.

Name of Service Site: Western Placer Unified School District      Initial Service Term: 36 months  
Service Site Address: 600 Sixth Street, Suite 400  
Lincoln, CA 95648

Description of Services and Recurring Monthly Service Charges:	
16 – SIP Trunks @ \$17.95/each	\$287.20
17 – DIDs @ \$0.25/each	\$4.25
2,000 Minute Long Distance Package	\$60.00
<b>Total Recurring Monthly Service Charges:</b>	<b>\$351.45</b>

One Time Installation Charges:	
Installation of the above-described Services.	\$0
<b>Total One Time Charges:</b>	<b>\$0</b>

### Section 2: Customer Information.

Account Name: Western Placer Unified School District      Invoicing Address: 600 Sixth Street  
Account Executive to Customer: Mike Puckett      Suite 400  
Lincoln, CA 95648

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

<u>Customer Site/Technical Contact:</u> Tsugufumi Furuyama tfuruyama@wpusd.org 916-645-5175 (Ph)	<u>Customer Billing Contact:</u> Accounts Payable	<u>Other Customer Contact:</u> N/A
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**Section 3: Important Notice Regarding E911 Service.** The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

**CUSTOMER:**

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By



Name:

Audrey Patrick

Title:

Asst Supt of Business Svs and Operations

Date:

7/11/18

**PROVIDER:**

WAVE BUSINESS SOLUTIONS, LLC

By

Name:

Title:

Date:

*[The remainder of this page is intentionally left blank.]*

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

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

## DISTRICT GLOBAL GOALS

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

### SUBJECT:

Ratification of Contract with County of Placer  
and Western Placer Unified School District

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent of Business  
Services and Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

Reimbursement of Transportation Costs

### MEETING DATE:

August 7, 2018

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

The attached contract is with County of Placer for transportation for foster youth. The County of Placer has agreed to provide WPUSD foster youth with transportation to their school of origin. The County of Placer will pay WPUSD as full payment reimbursement for all services rendered. This will include travel, transportation, lodging, meals, supplies, and incidental expenses. The contract is for services from July 1, 2018 to June 30, 2019. The reimbursement from the County of Placer will cover all transportation costs.

### RECOMMENDATION:

Administration recommends that the Board ratify the district contract between County of Placer and Western Placer Unified School District.

**CONTRACT FOR SERVICES  
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION:	Transportation for Foster Youth
CONTRACT NO.	<b><u>CH000050-V#5689-004</u></b>
BEGINS:	July 1, 2018
ENDS:	June 30, 2019
ADMINISTERING AGENCY:	Health and Human Services, Children's System of Care

This is an Agreement made and operative as of the 1<sup>st</sup> day of July, 2018, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **Western Placer Unified School District**, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY provides transportation for Foster Youth to their school of origin, and

WHEREAS, CONTRACTOR has foster youth enrolled in their school and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with Transportation for Foster Youth, as set forth in **Exhibit A titled Scope of Services**, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement as set forth in **Exhibit B, titled Payment Provisions**. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
  - 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1<sup>st</sup> and June 15<sup>th</sup> shall be received by COUNTY by 5pm June 20<sup>th</sup>, and invoices for actual services provided between June 16<sup>th</sup> and June 30<sup>th</sup> shall be received by COUNTY by 5pm July 15<sup>th</sup>. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15<sup>th</sup>. **Exhibit B, titled Payment Provisions** shall indicate if

this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt.

- 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Placer County HHS Fiscal  
Attn: Accounts Payable  
3091 County Center Drive, Suite 290  
Auburn, CA 95603  
Email: [HHSPayables@placer.ca.gov](mailto:HHSPayables@placer.ca.gov)

- 5.3. **Payment Delay.** Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by which of CONTRACTOR'S personnel.
8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to

audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

**10. LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.

10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

**11. CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2018 through June 30, 2019. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

**12. CONTINGENCY OF FUNDING:**

12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY's sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. **TERMINATION:**

13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees

to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

- 16.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- 16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.
17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory livescan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.
18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
20. **CONFIDENTIALITY of RECORDS and INFORMATION:**
- 20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
- 20.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and



subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

22. **CONTRACT ADMINISTRATOR:**

22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Eric Branson, Assistant Client Services Director  
Placer County Children's System of Care  
11716 Enterprise Drive  
Auburn, CA 95603  
530/889-6702

23. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Jeffrey S. Brown, Director  
Placer County Dept. of Health and Human Services  
3091 County Center Drive, Suite 290  
Auburn, CA 95603


If to CONTRACTOR: Western Placer Unified School District  
Attn: Audrey Kilpatrick, Assistant Superintendent Business & Operations  
600 Sixth Street, Suite 400  
Lincoln, CA 95648

24. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
25. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
26. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
27. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.
28. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
29. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
30. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

*//Signatures on following page*

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

WESTERN PLACER UNIFIED SCHOOL  
DISTRICT ("CONTRACTOR")\*


Audrey Kilpatrick, Assistant Superintendent Business & Operations
Date: <u>6/26/18</u>

COUNTY OF PLACER ("COUNTY")

Jeffrey S. Brown, Director,
Department of Health & Human Services
Date: _____

Approved as to Form Office of Placer County Counsel
Date: _____

**EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – Federally Funded Contracts
- Exhibit E – Certification Regarding Lobbying
- Exhibit F – Assurance of Compliance Agreement

\*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

**SCOPE OF SERVICES**

Public Law 110-351 – The Fostering Connections to Success and Increasing Adoptions Act of 2008 - is a comprehensive reform effort to make sure that youth in foster care have their day-to-day physical, mental, and emotional needs met; that they have the greatest chance to grow up in permanent and supportive homes; and that they have the opportunity to grow into self-sufficient, successful adults. In accordance with All-County Letter (ACL) 11-51 from the California Department of Social Services (CDSS), this agreement is an effort to assist school districts in complying with this law.

One of the policy changes that Public Law 110-351 provides is important supportive services to foster youth, including transportation to the school of their origin. When children are separated from their homes, finding care with relative or non-relative (but close and familiar) family homes is paramount. At times, these homes are not within their local School District, known as the "school of origin". Placer County Children's System of Care, in compliance with this law has a need to support the ongoing transport of foster children who are returning to their district of origin from a foster care placement that is out of their district. School districts are making efforts to provide this service, and CDSS has recommended that Schools and Child Welfare Authorities make agreements for the expenditure of Title IV-E funds for this purpose.

The COUNTY will coordinate with school districts liaisons when there are foster children that need transportation from outside of their district. CONTRACTOR may use their own transportation or subcontract to a transportation agency. Where possible, the lowest cost alternative will be chosen.

**PAYMENT PROVISIONS**

Rates may change within 10% of rate listed in this agreement with approval of the County Contract Administrator and the Revenue and Budget Program Manager.

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COUNTY will reimburse CONTRACTOR for actual cost of transportation. Transportation options can include, but are not limited to, the CONTRACTOR's own district transportation with adjusted routes, public transportation, or private transportation services (such as Medi-Cab, Macy Transportation, etc.). CONTRACTOR has an obligation to the COUNTY to seek out the lowest cost for transportation, including when using private or public alternatives to meet the transportation needs of the foster youth.

When transporting the foster youth, CONTRACTOR shall include mileage log, including school of origin and the school of residence, with each invoice. When private or public transportation alternatives are used, CONTRACTOR shall include copies of all receipts of payment, which should include documentation referencing the provider's rate(s), mileage log, and include school of origin and the school of residence, with each invoice.

FY 18/19

**Western Placer Unified School District Internal Transportation Rates**

\$3.00/mi

\$27.00/hr

**MediCab Transport Rates**

\$1.50/mile plus service charges

Service	Charge
Round-Trip Transportation	\$55
One-Way Transportation	\$40
Cancellation	\$40

**PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

It is agreed that CONTRACTOR shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) for Products-Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.



Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**Federally Funded Contracts**

1. **SINGLE AUDIT OF FEDERAL FUNDS:** CONTRACTOR acknowledges that this Agreement is funded in whole or in part with federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for the federal program funding this Agreement in whole or in part is CFDA Number 93.658, Foster Care Title IV-E. Local governments and non-profit organizations that expend a combined total of more than \$750,000 in federal financial assistance (from all sources including CFDA Program Name expenditures) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to COUNTY stating that CONTRACTOR has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of OMB 2 CFR Part 200. CONTRACTOR also agrees to provide a copy of the Single Audit to the COUNTY no later than 30 days following receipt to the address below:

Placer County Health and Human Services  
Attn: Contract Compliance  
3091 County Center Drive, Suite 290  
Auburn, CA 95603

**Certification Regarding Lobbying**

**CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES:**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Contractor

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Printed Name of Person Signing for Contractor

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Contract/Grant Number

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Signature of Person Signing for Contractor

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Date

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Title

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>	
	<p>Print Name: _____</p>	
<p>Title: _____</p>	<p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ASSURANCE OF COMPLIANCE AGREEMENT  
NONDISCRIMINATION IN STATE AND FEDERALLY-ASSISTED PROGRAMS**  
(Per CDSS All County Information Notice No. I-44-00)

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In accordance with the California Department of Social Services (CDSS), all contractors providing services funded through CDSS are required to comply with the requirements of CDSS Manual of Policies and Procedures, Division 21. CONTRACTOR shall, concurrent with this Agreement, execute and comply with all requirements contained herein. CONTRACTOR and CONTRACT ADMINISTRATOR shall, with oversight from the COUNTY Civil Rights Coordinator, develop and implement a plan to allow COUNTY to monitor CONTRACTOR'S non-discrimination and civil rights policies and procedures, as required by CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to non-English-speaking and limited-English-proficient individuals; adequate CONTRACTOR staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants of their civil rights.

CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 11135-11139.5, as amended; California Government Code, Section 12940(c), (h)(1), (i), and (j); California Government Code, Section 4450; 2 CCR §11140 – 11200; the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996, and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

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

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

**SUBJECT:**

Ratification of Contract with  
Mira Via

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan *KC*  
Assistant Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LCFF- Supplemental

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The attached contract is for Mira Via to provide training and coaching to certificated administration on Data-driven Dialogue and Learning-focused Supervision. Mira Via worked with WPUSD in the 2017-2018 school year and administration feedback was very positive.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract proposal agreement between Mira Via and WPUSD.



## CONSULTING AGREEMENT

### Laura Lipton

THIS CONSULTING AGREEMENT is effective as of June 2018 between Western Placer Unified School District ("Client"), and Laura Lipton, co-Director of MiraVia, LLC.

1. Laura Lipton agrees to provide Client the consulting and/or training services which are identified and specified on ATTACHMENT A, on the dates and at the location(s) likewise identified on ATTACHMENT A.
2. Client agrees to pay Laura Lipton, within thirty (30) days of receipt of an invoice from Laura Lipton, all fees as identified in ATTACHMENT B, together with all of Laura Lipton's expenses, which include travel allowance, lodging expenses, meals, and materials costs, all at Laura Lipton's invoiced cost without markup.
3. Client understands and acknowledges that Laura Lipton is an independent contractor, (Federal ID # 084 44 2599) and shall be fully and solely responsible for the payment of all taxes, royalties, insurance, and other corporate obligations of Laura Lipton.
4. Client agrees that it shall be solely responsible for ordering and paying for any training or other resource material(s) used by Client's employees in connection with Laura Lipton's training and/or consulting services, and shall be fully responsible for providing Laura Lipton, at no cost or expense to Laura Lipton, a facility adequate to allow provision of the consulting/training services identified in ATTACHMENT A.
5. Client may cancel this Consulting Agreement without penalty at any time on or prior to sixty (60) days before the date for Laura Lipton's performance of services as identified on ATTACHMENT A. Should Client cancel any of the dates for Laura Lipton's performance as identified in ATTACHMENT A less than sixty (60) days prior to the date of scheduled performance by Laura Lipton, but sooner than 15 days, Client shall be required to remit to Laura Lipton, payment equal to an amount of 50% of the contracted amount identified on ATTACHMENT B. Should Client cancel any of the dates for Laura Lipton's performance as identified in ATTACHMENT A on or less than sixty (60) days prior to the date of scheduled performance by Laura Lipton, but less than 15 days, Client shall be required to remit to Laura Lipton, payment equal to the full amount of the contracted amount identified on ATTACHMENT B.
6. Payment for services will be invoiced within 10 business days of service; including all original receipts for expenses. Payment is expected 30 days from receipt of invoice. Payments after 30 days shall accrue interest penalties.



7. The parties acknowledge and agree that ATTACHMENT A and ATTACHMENT B are integral parts of this Consulting Agreement.

By:

Consultant: \_\_\_\_\_  
Laura Lipton

Date: \_\_\_\_\_

Client: Kerry Callahan  
Western Placer Unified School District

Date: 7/18/18

#### **ATTACHMENT A**

TO CONSULTATIVE AGREEMENT DATED: June 2018

##### **Scope of services to be provided by Laura Lipton**

One day of Professional Development on Data-Driven Dialogue/Leading Groups  
September 21, 2018

Four days of Professional Development on Learning-focused Supervision  
October 15-16, 2018; January 24-25, 2019

24 hours of customized one-to-one distance coaching/feedback@ \$250.00/hr

#### **ATTACHMENT B**

Fees due Laura Lipton including five days of on-site training*	\$31,000.00
24 hours of distance coaching/feedback	\$6,000.00

\*NOTE: All expenses included. District will be responsible for providing a copy of Learning-focused Supervision: Developing Professional Expertise in Standards-driven Systems.  
Charlotte VT: MiraVia, LLC

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

Ratification of Contract with Cyber High

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan *KC*  
Assistant Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LCFF Supplemental

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached 2018-2019 contract is for "Cyber High," an accredited online high school course completion system through the Fresno County Office of Education. This is an annual contract renewal and supports our online credit completion program and our LCAP Goals.

**RECOMMENDATION:**

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



## **CYBER HIGH USE LICENSE AND SERVICE AGREEMENT**

**("Agreement")**

Legal Doc. No. of this Signed Agreement: \_\_\_\_\_

### **COVER**

<b>CLIENT</b> <b>"Client":</b> Western Placer Unified School District Attn: Scott Leaman, Superintendent, or Authorized Designee 600 Sixth Street, Suite 400, Lincoln CA 95648 Phone: (916) 645-6350 FAX: (916) 645-6356 Email: sleaman@wpusd.k12.ca.us	<b>FCSS/CYBER HIGH</b> <b>"FCSS" or "Cyber High":</b> Fresno County Superintendent of Schools Attn: Rob Cords, Director, Cyber High Fresno County Superintendent of Schools 2840 E. Floradora Ave., Fresno, CA 93703 Phone: (559) 265-4067 FAX: (559) 264-8326 Email: rcords@fcoe.org
<b>CONTRACT TERM</b> (see § 3.1) <b>"Effective Date":</b> September 1, 2018 <b>"Termination Date":</b> August 31, 2019 CYBER HIGH PRODUCTS. FCSS shall provide to Client each <b>"Cyber High Product"</b> that is marked below, collectively <b>"Cyber High Products"</b> (mark each applicable): <input checked="" type="checkbox"/> <b>District or COE Level Agreement</b> <input type="checkbox"/> <b>School Site Level Agreement</b> <input type="checkbox"/> <b>Other:</b> _____ <i>All High School Students Enrolled at the Following Sites/Programs are to be Included Under this Agreement:</i> Phoenix High School, Lincoln High School <input checked="" type="checkbox"/> <b>"Cyber High Courses":</b> Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions). <input checked="" type="checkbox"/> <b>"Professional Development Training":</b> Upon request by Client, FCSS will provide professional development training for Client Users at a maximum rate of one training per Contract term at Client's District Office or another mutually agreeable location. Training services for Clients within California, who exceed a one hundred mile radius of 1111 Van Ness Avenue, Fresno, CA 93721, or those that justify an overnight stay due to the timing of the training, will be separately invoiced for \$500. Any training taking place outside of California will be separately invoiced for \$1500. <input checked="" type="checkbox"/> <b>"Grade Report":</b> After a Client User student has completed a five unit course, FCSS will mail a Grade Report to the student's school of record within a reasonable time (typically 48 hours). It is incumbent upon each Client User to ensure that Cyber High courses have been added to the approved course list of each contracting school so that proper credit may be awarded to Client User student upon course completion. <input checked="" type="checkbox"/> <b>"Client User Support":</b> FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays and periods of closure, during FCSS' normal business hours. <input type="checkbox"/> <b>"Other Products"(specify</b>	
<b>CONTRACT AMOUNT.</b> Client shall pay each <b>"Plan Payment"</b> that is marked below (collectively <b>"Contract Amount"</b> ) to FCSS (mark and complete as applicable, and attach exhibit if required): <input checked="" type="checkbox"/> <b>PLAN PAYMENT YEAR 1 – UNLIMITED USE PLAN:</b> \$14,473.49	<b>PAYMENT SCHEDULE.</b> Client shall pay the Contract Amount to FCSS according to the following <b>"Payment Schedule"</b> (mark and complete as applicable): <input checked="" type="checkbox"/> <b>SCHEDULE 1/PLAN PAYMENT YEAR 1:</b> Entire amount of Plan Payment Year 1 due within 30 days of the "Effective Date" of this contract.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT

FCSS

By:



Scott Leaman, Superintendent  
or Authorized Designee

By:

Jim Yovino, Superintendent  
or Authorized Designee

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Use License and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
- Article 4 Indemnity
- Article 5 Dispute Resolution
- Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

### ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

#### SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively "**Cyber High**").
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and students. Cyber High offers an additional education opportunity for students who wish to accelerate their education, including high-risk students, credit recovery, students in continuation schools, alternative education, home schooling, adult students, mobile student populations, and children of military personnel.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act, regarding student records, student privacy, and the use and disclosure of student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement

#### SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 **CLIENT USERS.** Each student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually "**Client User**" and collectively "**Client Users**") shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 **USE LICENSE.** FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively "**FCSS Product**") and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.
- 1.2.3 **TERMS OF USE/LICENSEING AGREEMENT.** Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement that is in effect and posted

on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement, the provision in the Terms of Use/Licensing Agreement shall govern as between the Parties.

- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support the education youth, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. The Cyber High Courses are made available to Client Users over the Internet through a web-browser interface. To access the Cyber High Courses, Client Users must have a suitable Internet connection, access to an appropriately configured computer, and appropriately configured computer network, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. "**Supplementary Materials**" include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User student to access and use the Cyber High Courses or other Cyber High Products.
- 1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High student records/data.

### SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
  - 1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "**Confidential Materials**") are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws;

and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

**SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS.** Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

**SECTION 1.6 STUDENT RECORDS.** Student records include any information directly related to a student that is maintained by Client or acquired directly from the student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own student-generated content by requesting such content in writing, and within the period of student accessibility. The parents or legal guardians of a student, or a student who is 18 years or older, may review personally identifiable information in the student's records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of student records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential student records. In the event of an unauthorized disclosure of a student's records, FCSS shall report such disclosure to the affected parent, legal guardian, or student as follows: immediately and in writing. FCSS shall not use any information in a student record for any purpose other than those required or specifically permitted by this Agreement. FCSS certifies that student records shall not be retained by or available to FCSS upon completion of the terms of this Agreement and that such certification will be enforced as follows: Upon permanent cessation of all contractual relationships, and upon written request by Client prior to cessation of contractual relationship, FCSS will provide digital reports to client and will remove all student work and data from the Cyber High system. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g ("FERPA") and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to student's rights of confidentiality. To the extent FCSS will have access to "education records" for Client's students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

## **ARTICLE 2 PAYMENT.**

**SECTION 2.1 GENERAL.** As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

**SECTION 2.2 TAXES.** Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

## **ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.**

**SECTION 3.1 CONTRACT TERM.** This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall

terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

### SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.

3.2.1 **TERMINATION FOR CAUSE.** During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30<sup>th</sup> day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 **MATERIAL BREACH BY CLIENT.** If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

3.2.2.2 **MATERIAL BREACH BY FCSS.** If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

**SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.** Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

**SECTION 3.4 FORCE MAJEURE.** A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

### ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with



the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

## **ARTICLE 5 DISPUTE RESOLUTION.**

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

## **ARTICLE 6 GENERAL PROVISIONS.**

**SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER.** This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

**SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION.** The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to:*** General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client must adopt all Cyber High courses as part of Client's approved course list. Upon Client User course completion, FCSS will issue and mail the official course and/or unit completion grade report to the registrar of the Client User's permanent school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance to Client's school and/or prevailing district policy.

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# Public Hearing

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Naming of New Elementary School

**AGENDA ITEM AREA:**

Public Hearing

**REQUESTED BY:**

Scott Leaman, Superintendent  
Kerry Callahan, Assistant Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Superintendent

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Starting in April of this year, the Board began discussing a process to name the Lincoln Crossing elementary site and the new high school. The Board reviewed the Board Policy and established a process to gather suggested names from the public, discuss the names at the Board level, and vote on a name for each school. The items were placed on the agenda and discussed at multiple meetings.

At the July 3, 2018 meeting the Board selected "Scott M. Leaman Elementary" as the name of the Lincoln Crossing South Site. The reasons cited at the meeting included the superintendent's actions to keep the district financially stable after facing possible financial ruin, his longevity as the longest serving Placer County superintendent, passing two bonds to make the school possible, his 25 years of serving the district, and his impact on the district.

Based on Board Policy 7310, a Public Hearing is being held to adopt the name of the Lincoln Crossing South site as Scott M. Leaman Elementary based on the Board's selection of the name during the July 3, 2018 meeting.

**RECOMMENDATION:**

Hold a public hearing.

**INFORMATION**

**DISCUSSION**

**ACTION**

**ITEMS**

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

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

**SUBJECT:**

Based on Board Policy 7310, the public hearing, and the selection of the name for the Lincoln Crossing Site, the Board is being requested to adopt a name for the site.

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Scott Leaman, Superintendent  
Kerry Callahan, Assistant Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Superintendent

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

At the July 3, 2018 meeting the Board selected "Scott M. Leaman Elementary" as the name of the Lincoln Crossing South Site. The reasons cited at the meeting included the superintendent's actions to keep the district financially stable after inheriting \$128 million in debt, his longevity as the longest serving Placer County superintendent, passing two bonds to make the schools possible, his 25 years of serving the district, and his impact on the district.

**RECOMMENDATION:**

After the public hearing held at the meeting, the Board is being requested to adopt the name "Scott M. Leaman Elementary" for the Lincoln Crossing South Site.

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

WASC Mid-Cycle Report  
for Lincoln High School

**AGENDA ITEM AREA:**

Information

**REQUESTED BY:**

Kerry Callahan   
Assistant Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Service

**FINANCIAL INPUT/SOURCE:**

NA

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

In the spring of 2015, Lincoln High School (LHS) was awarded a six-year WASC (Western Association of Schools and Colleges) accreditation with a mid-cycle review. The mid-cycle visit and review occurred in February 2018 and the WASC visiting committee reaffirmed LHS' six-year accreditation through June 2021.

Enclosed is the WASC visiting committee's mid-cycle report as well as the letter from the WASC President reaffirming LHS' accreditation.

Mike Maul, LHS' new Principal, will be present at the meeting to share a few highlights from the report and plans for continued growth at LHS.

**RECOMMENDATION:**

Administration recommends the Board review the enclosed documents and receive the information presented at the meeting.

**MID-CYCLE VISIT  
VISITING COMMITTEE REPORT**

**ACCREDITING COMMISSION FOR SCHOOLS  
WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES**

**FOR**

**LINCOLN HIGH SCHOOL**

**790 Street**

**Lincoln, CA 95648**

**Western Placer Unified School District**

**Date of Last Self Study: April 20 - 22, 2015**

**February 26 - 27, 2018**

**Visiting Committee Members**

Eric M. Ricketts, Chairperson  
Teacher, River Valley High School

Justin Mori  
Principal, San Jose Middle School

Matthew Burt  
Teacher, Herbert Hoover Elementary School  
SUSD, Stockton, CA

Karen Carlson  
Assistant Principal, Alhambra High School



## I. Introduction

Include the following:

- **General comments about the school, its setting, and the school's analysis of student achievement data.**

Lincoln High is situated in a community that is growing at an incredible rate. Originally a rural area, the city is transitioning into a more suburban culture. The student population at Lincoln High School since 2014 has increased about 20%, from 1643 in 2013-2014, to 1952 for 2017-2018. They anticipate significant increasing enrollment in the next few years as indicated by the numbers of students enrolled in grades 6-8 in two district middle schools. With incoming freshman classes of more than 550 students, they anticipate student enrollment to reach 2500 students within the next five years.

The ethnicity breakdowns for 2016-2017 is similar to previous years. Currently, Lincoln High School is 57.6% Caucasian, 29.3% Hispanic, 3.9% Asian, 3.2% Filipino, 2.2% African American, 1.8% American Indian/Alaskan Native, .8% Pacific Islander, and .3% Multiple races.

In addition, 30% of the students are on the free or reduced lunch program in 2016-2017. The vast majority of the students matriculate from two district middle schools, Glen Edwards Middle School and Twelve Bridges Middle School.

The SAT and ACT scores from 2013-2016 reveals a trend of increasing participation. The graduation rate at the school as of 2015-2016 was 93.1%. Analysis shows that most subgroups graduate at approximately the same rate with SPED being the exception at 65.5%. The CAASPP Math scores demonstrate that most LHS student do not meet or exceed the standard--only 32% did in 2016-2017. In English Language Arts, 76% of the students met or exceeded the standard. Ds and Fs remain high in Math classes as is the trend across the state.

A-G completion rates remain a concern for the school. As the following data show a decreasing trend.

### **Students Completing A-G Requirements**

(A-G Requirements Overall)

2013-2014: 50.60%

2014-2015: 48.60%

2015-2016: 47.30%

2016-2017: 41.50%

The staff identified this as a major focus. They identify a possible contributing factor as the high turnover rate recently in the Counseling Department. The plan to place more emphasis on four year plans and audits of those plans.

- **Include a description of any significant changes and/or developments, i.e., program additions since the last full visit, changes in student enrollment, staffing changes.**

With an increase in students comes an increase in staff. The district has supported the site with increased staff in a variety of areas to meet the demands of a school housing nearly 2,000 students. The district has increased staff in all areas including: adding an Assistant Principal, twelve full-time teachers, one online-learning credit recovery teacher, one full-time guidance counselor, a mental health specialist, a college and career specialist, more paraprofessionals/instructional assistants in Special Education, a new front office clerk, a library technician, a health clerk, an EL parent liason, and two full-time groundskeepers. . They have also increased the hours of service the Speech Language Pathologist, School Nurse, and School Psychologists.

However, they currently have 15 teachers teaching an additional period over their normal assignment, and balancing classes to meet the contract cap continues to be a challenge. The report reveals a need for increase staffing to meet the needs of the growing student population.

- **Describe the impact these changes and/or developments have had on the school and/or specific curricular programs.**

With the growth in enrollment the use of facilities has been a significant challenge to address. The physical plan of the school has changed dramatically since the last self-study with the relocation of ten portable classrooms and a new permanent building with five classrooms, one computer laboratory, and three offices. This growth has allowed for every teacher to have sole use of their classroom and the complete elimination of migrant teachers. Continued growth will need to be addressed through additional portable classrooms/buildings. Grant funding has allowed for improved facilities at the school farm leading to the improved access to materials and supplies for students in the Ag classes and pathways, as well as the development of new class offerings such as a general class incorporating the basic skill development of students entering these specific Ag offerings.

Technology access has grown with WiFi connectivity in all classrooms and additional WiFi networks. The school currently has over 1000 Chromebooks divided for use in specific department as well as "roaming" carts. LHS is currently researching the best way to increase the amount of devices students have access to; current options include promotion of the BYOD network giving students the options of using their own devices.

The district and site have implemented a lot of new software programs including PowerSchool as the new data management system, Illuminate as the new assessment database, and Naviance as a new college and career exploration program. At this time the administration has shared challenges with the linking between these programs to be a hindrance to their efficient use. The school continues to use Schoology as their Learning Management System which parents identified as a positive communication resource from the school. Students are not as familiar with Illuminate, expressing they think they have used it in some instances. They are very familiar with Schoology and its' use as an assessment tool.

A significant program change identified is the co-teaching model in Special Education with English and Math. The school piloted the model in English 10, English 11, and Math 1 in 2016-2017. Data identified in the report showed an increase of SPED students meeting or exceeding standards from 13% to 26%. Co-teaching offerings increased this year to English 9, English 12, and Math 2 with a plan to add Math 3 next year. The school is looking at a Learning Center model in addition to co-teaching. The SPED department is currently reviewing the feasibility of a Learning Center model while also considering para-educator push in.

English Language Development instruction was changed through professional development, district support, and site implementation. All English teachers attended a two-day ELD institute where they received extensive instruction in best practices for integrated and designated ELD instruction. An ELD Teacher On Special Assignment (TOSA) was hired at the district to help with the implementation of strategies and provide observational feedback to teachers. Newcomer ELD students are scheduled into English classes taught by the ELD teacher, with lower class enrollment to provide additional support. An on-site ELD specialist has periods of "push-in" support for core classes.

A-G completion is a focal area for the school. Counselors and Administrators are completing four year plans with freshmen with plans to follow up yearly. AVID has been expanded to support A-G completion rates with AVID elective courses in grades 9-12. The school identified concerns of male to female student ratios in the AVID 11 and 12 electives which they are trying to address through recruitment and master scheduling to avoid conflicts impacting enrollment. Advanced Placement offerings have increased with the addition of Computer Science Principles, Music Theory, Government, English Language and Composition, Psychology, and plans to offer Art. Performance data for 2016-2017 shows 70% of students earning a 3 or better on the AP exams. Project Lead the Way pathways are fully implemented and are in high demand. The school is balancing how to meet these increased needs while not exceeding their resources. Additional completed pathways are Information and Communications Technology and Construction Technology and the school will be bringing on the California Cadet Corps program to meet another high interest area.

Parents have expressed appreciation for the many opportunities LHS is providing their students and stated that there really is something for everyone at the school.

- **Briefly comment on the school's follow-up process. Include a description of the committee that has been responsible for overseeing the progress of the school's action plan and the preparation for the visit.**
- **Describe the process used to prepare the progress report.**

The midterm progress report was prepared by a Self-Study Committee of two coordinators, four school Administrators, and the school Leadership Team. Data pertinent to the last WASC full report action plan was shared with the department heads at the leadership team retreat, and to all staff in break-out sessions at the August pre-school in-service. The final draft was presented to department heads for additions and revisions at the October 10th Leadership Team meeting. Revisions were made, data was updated, and the completed Student/Community Profile was redistributed to leadership in November 2017.

The Leadership Team assessed the school's progress on the Critical Areas of Follow Up in June of 2016 and again in September of 2017. Some items required input from departments, so information was requested from Department Chairs to gather during their department meetings in the fall 2017. This data was compiled and put into section IV of the Mid-Term Progress Report. Using data gathered from the Leadership Team, Coordinators David Hill and Mark Freestone assembled a report describing perceptions of the significant changes at Lincoln High School since the last WASC visit. This report was distributed via email to the entire staff in November. Everyone was able to review what was written and provide suggestions to department heads for revision. The report was changed to reflect these suggestions. An overview of the report was presented to the School Board in January 2018.

## II. Progress on Critical Areas for Follow-up/Schoolwide Action Plan

- Provide an analytical summary about the accomplishment of each schoolwide action plan section referencing the critical areas for follow-up addressed through each section.
- Note the evidence supporting the progress made and the impact made on student achievement.

**Critical Area #1** All students receive necessary, appropriate interventions personalized to their individual needs so that students can increase achievement.

1. Lincoln High has implemented a process where all students complete a four year plan which is reviewed annually with the counseling staff. This year LHS implemented a revision of the 4-year plan. Counselors are meeting frequently with 10-12 grade students on a regular, scheduled basis. The meetings are one-on-one. Freshman have opportunities to meet with counselors, pre-LHS, along with their parents to plan and receive approval. The parents must now approve an A-G class drop.

**Critical Area #2** All students will demonstrate college readiness to qualify for and succeed in entry-level, credit-bearing college coursework, or readiness for chosen career pathway.

1. Lincoln High offers a multitude of Career Pathways for its students. This includes a 900+ acre farm with two herds of cattle, fields to grow crops, and a new welding shop. The school is implementing an Introduction to Ag Mechanics class to provide a better foundation for more specialized study (e.g. Diesel Mechanics, Welding, Woodshop). The Welding program is building partnerships with local welding certificated programs at community colleges (Sierra, Yuba, Butte).
2. Lincoln High has established high standards for the students with an ambitious goal of having all students meet A-G requirements for acceptance into a four year university. As an incentive, LHS has made the privilege of off campus lunch for juniors and seniors tied to their gpa and A-G status. Students are aware of the 4 year plan and adjust it to meet their needs yearly. Most students know where they are with their A-G fulfillment by working with their counselor yearly. Administration works with families to try and remediate Ds to be A-G compliant, but the school reports not all families support this. There is a culture of attending community colleges which do not require A-G, so some students opt to not strive for a stronger academic record.
3. Lincoln High has implemented a Co-Teaching model to help support Special Education students achieve high standards. They currently offer Co-Teaching in all levels of English and in Math 1, and Math 2. There is a plan to offer it in Math 3 next

year.

4. Students reported utilizing peer tutoring as a resource when they are behind or have been absent. Some teachers send students to peer tutoring before retaking tests/quizzes, however monitoring of student work time is minimal.
5. Students are aware of college requirements and scholarship opportunities through the use of Naviance. LHS has created a College and Career Counselor position and developed a CCR center.

**Critical Area #3** Students will receive social supports to develop a healthy foundation which promotes emotional wellness and academic success.

1. LHS has employed a variety of programs to support social and emotional development of students. These include Youth Development Institute, Point Break, Anti-Bullying Week, Every 15 Minutes, Distracted Driver, Each One Reach One, and PBIS. Additionally, there is a School Psychologist, and a Mental Health Specialist.

**Critical Area #4** LHS needs to continue their efforts to implement the CCSS school-wide with emphasis in all content areas in addition to English and Math.

1. Common Core State Standards are fully implemented in English and Math. Science and Social Science have received training and are in the process of implementation.
2. CAASPP scores, student grades, and district assessment scores are being utilized to drive instructional planning, including interventions.
3. Evidence shows that Schoology and Illuminate are being used to disseminate data, as well as to develop assessments.

**Critical Area #5** LHS needs to refine their PLC practices to disaggregate student data to inform curriculum and instructional practices and assess necessary interventions for all students.

1. There is evidence of PLCs being used to review test data, plan using curricular maps, discuss student achievement and engagement. That said, the level of sophistication and implementation of the PLC varies from department to department and grade level to grade level.

**Critical Area #6** Due to the increased demands of implementing new policies and procedures and the dramatic increase in enrollment, there is a need to address the morale of all staff members.

1. From staff interviews and classroom visits, most report that LHS is a welcoming place and that they love their jobs.

- If any critical areas for follow-up were not included in the school's action plan, indicate what actions have been taken to address these issue(s) and include supporting evidence.  
**Note:** The school's schoolwide action plan should have incorporated all the critical areas of follow-up or major recommendations that were stated in the last self-study visiting committee report.

### **III. Commendations and Recommendations**

#### **Commendations:**

- **Comment on significant progress the school has made in responding to the critical areas for follow-up and in carrying out the related action plan.**
  1. Despite the growth, Lincoln High has a small school feel to it. Students, parents, and staff report it is a special place where all feel welcome.
  2. Lincoln High has a concerned staff of professionals who strive to do the best for their students.
  3. Lincoln High has implemented a process where all students complete a four year plan which is reviewed annually with the counseling staff.
  4. Lincoln High offers a multitude of Career Pathways and is very responsive to student requests for more program opportunities. The school and specifically the AG department is to be commended on securing a grant and overseeing the construction of a new welding shop and the partnerships it is building with local welding certificated programs at community colleges (Sierra, Yuba, Butte).
  5. Lincoln High has established high standards for the students with an ambitious goal of having all students meet A-G requirements for acceptance into a four year university.
  6. Lincoln High has implemented a Co-Teaching model to help support Special Education students achieve high standards.

#### **Recommendations:**

- **Comment on any critical areas for follow-up/action plan sections that have not yet been completely addressed, if applicable.**
- **Identify any new areas of concerns, if applicable.**
  1. There is a continued need to increase the sophistication of PLC use of disaggregated data to inform curricular, instructional, and assessment (formative and summative) practices to target the necessary interventions to help all students succeed.
  2. There is a need for the school to reconsider its design of the STRIPES period in order to provide more targeted interventions and to review four year plans with students on a regular basis to meet their goal of increasing A-G completion rates.
  3. There is a need to refine the four year plan so that students, parents, and staff have access to it in an online format.





## Accrediting Commission for Schools Western Association of Schools and Colleges

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mail@acswasc.org • www.acswasc.org

FRED VAN LEUVEN, Ed.D.  
PRESIDENT

MARILYN S. GEORGE, Ed.D.  
VICE PRESIDENT

April 13, 2018

Dr. Jay Berns, Ed.D.  
Principal  
Lincoln High School  
790 J Street  
Lincoln, CA 95648

Dear Dr. Berns:

Based on the ACS WASC mid-cycle review, it has been determined that Lincoln High School (9 - 12) meets the ACS WASC criteria for accreditation. This accreditation status is based on all of the information provided by the school, including the school's progress report, and the satisfactory completion of the on-site mid-cycle accreditation visit.

Lincoln High School's accreditation is now reaffirmed through the end of the six-year cycle ending in June 2021.

Accreditation status is conditioned upon Lincoln High School's continued adherence with the ACS WASC policies, procedures, and criteria for accreditation. This includes a requirement that an accredited school annually contribute members to participate on visiting committees. Failure to maintain compliance with said policies, procedures, and standards is grounds for modification and/or withdrawal of the accreditation.

The Commission looks forward to Lincoln High School's anticipated success and continuing improvement in keeping with ACS WASC's pursuit of excellence in elementary, secondary, and adult education.

Sincerely,

Fred Van Leuven, Ed.D.  
President

cc: Visiting Committee Chairperson  
Superintendent

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

Approve Resolution #18/19.07  
Authorized Signatories for WPUSD

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Audrey Kilpatrick   
Assistant Superintendent - Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Fund

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

Yes

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**BACKGROUND:**

The Resolution 18/19.07, with board approval, authorizes the listed employees to act as agents for the District in matters relating to the conduct of business. Their signatures will be required on various documents, contracts, purchase orders, Federal and State Grants, accounts payable, payroll, and revolving fund warrants only those named in this resolution will be authorized signatories for the Western Placer Unified School District and that listed employees are approved as authorized signatories for the Western Placer Unified School District.

**RECOMMENDATION:**


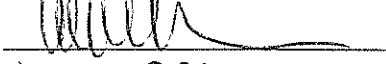



Staff recommends the Board of Trustees adopted Resolution 18/19.07 to approve listed employees as authorized agents of the district and authorized signatories for the Western Placer Unified School District.

**WESTERN PLACER UNIFIED WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 18/19.07**

**Resolution Authorizing Signatories**

**Whereas**, the persons who are listed below are employed by Western Placer Unified School District, and

NAME	TITLE	SIGNATURE
Scott Leaman	Superintendent	
Audrey Kilpatrick	Assistant Superintendent, Business Services	
Kerry Callahan	Assistant Superintendent, Educational Services	
Gabriel Simon	Assistant Superintendent, Personnel	
Carrie Carlson	Director - Business	

**Whereas**, the above listed employees will be acting as agents for the District in matters relating to the conduct of business, and

**Whereas**, signatures will be required on various documents, contracts, purchase orders, Federal and State Grants, accounts payable, payroll, and revolving fund warrants,

**Whereas**, from this date forward, only those named in this resolution will be authorized signatories for the Western Placer Unified School District,

**Be it therefore resolved** that above listed employees are approved as authorized signatories for the Western Placer Unified School District,

**PASSED AND ADOPTED** by the Board of Trustees of the Western Placer Unified School District this 7<sup>th</sup> day of August, 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_

Paul Carras, President, Board of Trustees

ATTEST: 

\_\_\_\_\_  
Scott Leaman, Board of Trustees Secretary

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

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

**SUBJECT:**

Approve Resolution No. 18/19.8, Regarding the ¼ Mile Determination Findings for the New High School Project

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Michael Adell  
Director of Facilities

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Facilities

**FINANCIAL INPUT/SOURCE:**

Measure A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

Yes

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**BACKGROUND:**

Per Education Code Section 17213, Public Resources Code Section 21151.8, and Title 5 of the California Code of Regulations, the Board must adopt specific determinations and findings based on the approved Mitigated Negative Declaration and consultation with the Air Pollution Control District that the New High School site is not a hazardous site nor is it located within 1/4 of a mile of a hazardous site.

Staff consulted with the Placer County Air Pollution Control District on May 22, 2018. The Board adopted the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the New High School project on July 3, 2018.

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve Resolution 18/19.8, Regarding the ¼ Mile Determination Findings for the New High School Project.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 18/19.8**

**Resolution Regarding ¼ Mile Determination Findings  
For The New High School Project**

**WHEREAS**, Per Education Code Section 17213(a) and Public Resource Code Section 21151.8(a)(1), and based upon information included in the Initial Study/Mitigated Negative Declaration (and/or in the CEQA document referenced Geohazards Study, Phase I Environmental Site Assessment, or other such investigation), for the New High School site, the Board hereby determines that the school site:

- (a) Is not the site of a current or former hazardous waste disposal or solid waste disposal site (or, was a former waste disposal site for which the wastes have been removed),
- (b) Is not a hazardous substance release site identified by the State Department of Health Services in a current list adopted pursuant to Section 25356 for removal or remedial action pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code,
- (c) Is not a site which contains one or more pipelines, situated underground or aboveground, which carries hazardous substances, acutely hazardous substances, or hazardous wastes, unless the pipeline is a natural gas line which is used only to supply natural gas to that school or neighborhood; and

**WHEREAS**, Per Education Code Section 17213(b) and (c) and Public Resource Code Section 21151.8(a)(2) and (3), the Placer County Air Pollution Control District, United States Environmental Protection Agency, Department of Toxic Substance Control, the Regional Water Control Board, the California Highway Patrol, and the local police and fire department were consulted by the Western Placer Unified School District acting as lead agency with regard to identifying any facilities within ¼ mile of the New High School site which might be reasonably anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste; and

**NOW, THEREFORE, BE IT RESOLVED** that based upon the referenced determinations the Western Placer Unified School District Board of Education ("Board") hereby finds that the above mentioned consultations (either):

- (a) Identified no such specified facilities within ¼ mile of the school site, or
- (b) Identified such facilities do exist within ¼ mile of the school site, but that based upon analysis contained in or referenced in the Initial Study/Mitigated Negative Declaration (and/or in the CEQA document referenced Geohazards Study, Phase I Environmental Site Assessment, or other such investigation), the Board further finds that the following condition applies (either):

- (i) The health risks from the facilities do not and will not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school, or
- (ii) Corrective measures required under an existing order by another agency having jurisdiction over the facilities will, before the school is occupied, result in the mitigation of all chronic or accidental hazardous air emissions to levels that do not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the proposed school. The Board also acknowledges that a subsequent Board finding that the emissions have been so mitigated, prior to occupancy of the school, shall also be required.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Western Placer Unified School District, Placer County, State of California, this 7th day of August, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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President of the Governing Board,  
Western Placer Unified School District

ATTEST:

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Secretary of the Board of Trustees,  
Western Placer Unified School District

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

2018-19 District Budget Update – State Budget Approval

**AGENDA ITEM AREA:**

Information

**REQUESTED BY:**

Audrey Kilpatrick   
Assistant Superintendent, Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Fund

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

California Education Code 42127(i)(4) requires school districts to make available for public review any revenue and/or expenditure revisions made to the budget to reflect the funding made available by the Budget Act no later than 45 days following the signing of the Budget Act.

The California State budget for 2018-19 was approved by the Legislature and signed by the Governor by June 30, the deadline. The budget approved was similar to the Governor's May Revision proposals with some changes in LCFF GAP funding and one-time discretionary allocations.

With the approval of the state budget and the changes in revenues and programs from the final state budget, the budget assumptions staff used to prepare the 2018-19 Adopted Budget presented to the Board in June 2018 will require a revision and be reflected at First Interim reporting in December 2018.

The attached presentation displays the changes to our District's 2018-19 Budget due to the State Budget approval.

**RECOMMENDATION:**

Staff recommends the Board receive this budget update report.

# Western Placer Unified School District

## 2018-2019 State Budget Approval & District Budget

Board Presentation  
August 7, 2018



# 2018-19 STATE BUDGET

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## K-12 Spending – Overview

- \$78.4 billion for Prop 98 (\$69.1 billion for K-12)
- \$3.67 billion for LCFF (up \$407 million over May, 100% of remaining gap plus \$573 million)
- \$1 billion one-time discretionary funding (about \$184 per ADA, down \$1 billion from May)
- \$314 million for K-12 CTE (\$150 million for CTEIG and \$150 million for Strong Workforce Program)
- \$167 million for Inclusive Early Education Expansion Program
- **\$144 million to provide 2.71% COLA to some categorical programs outside of the LCFF**
- \$125 million (one-time) for special education teacher recruitment and retention programs
- \$100 million (one-time, non-Prop 98) for Kindergarten full-day facilities grants
- \$15 million for positive school climate program
- \$15 million for After School Kids Code Grant Program
- \$13.3 million to establish the Community Engagement Initiative

# 2018-19 STATE BUDGET

## LCFF Funding

### LCFF Gap Closure & COLA

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Gap Closure	12.02%	30.16%	52.56%	56.08%	45.17%	100%	-	-
COLA	1.57%	0.85%	1.02%	0.00%	1.56%	3.70%*	2.57%	2.67%
Percent of Target Funded	72%	80%	90%	96%	97%	100%	-	-

\* Includes statutory COLA of 2.71% plus augmentation of 0.99% represented by an additional \$570 million for school districts and charter schools.

# 2018-19 STATE BUDGET

## LCFF Funding

### COLA and “Super COLA”

- Estimated COLA in January 2018 Governor’s Budget was 2.51%
- Updated to 2.71% at May Revision
- Additional \$166 million at May Revision created a “Super COLA” of 3.0% for LCFF base grant
- **Additional \$407 million for LCFF base grants in Budget Act increased “Super COLA” to 3.7% (and continuous appropriation added)**
  - **2018-19 WPUSD Update**
    - **Increase in COLA (0.7%) generated additional on-going LCFF funding - \$375,000 LCFF Base and \$25,000 Supplemental Funds**

# 2018-19 STATE BUDGET

## LCFF Funding

### Fiscal Transparency

- Revises LCAP – “LCFF Budget Overview for Parents” acts as cover page
  - Requires LEAs to provide a budget and expenditure summary, and show alignment with LCAP services for unduplicated pupils
  - Requires SPI and SBE to develop a template by December 31, 2018

# 2018-19 STATE BUDGET

## Other Budget Areas

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- Lottery – New Estimates of \$204 per ADA
- \$151 per ADA (was \$146 per ADA) for unrestricted and \$53 per ADA (was \$48 per ADA) for restricted Proposition 20
- **2018-19 WPUSD Update**
  - **Increase in Lottery Funds - \$67,000 (Restricted & Unrestricted)**
- Home-To-School Transportation – no COLA (No Change)
- Special Education Programs and Child Nutrition Program – 2.71% COLA (No Change)
- Mandate Block Grant - Funding includes \$6.2 million for COLA - \$31.16 per K-8 ADA and \$59.83 per 9-12 ADA (No Change)

# 2018-19 STATE BUDGET

## Other Budget Areas

### One-Time Discretionary Funding

- State Budget - Compromise led to significant decrease in one-time funding (compared to May), and increase in ongoing funding.
- \$1 billion fully discretionary one-time funding to school districts (including basic aid districts), county offices, and charter schools
- **Roughly \$184 per ADA (WPUSD Budget at \$344/ADA)**
- Funds received will directly offset any unreimbursed state mandate claims

#### ■ 2018-19 WPUSD Update

- **Decrease in one-time funding – (\$1,067,000)**

# 2018-19 STATE BUDGET

## Other Budget Areas

### Projected CalSTRS & CalPERS Employer Contribution Rates

Fiscal Year	CalSTRS	CalPERS
2017-18	14.43	15.531
<b>2018-19</b>	<b>16.28</b>	<b>18.062</b>
2019-20	18.13	20.8*
2020-21	19.10	23.5*
2021-22	18.60*	24.6*
2022-23	18.10*	25.3*
2023-24	18.10*	25.8*
2024-25	18.10*	26.0*
2025-26	18.10*	25.7*

\* Projected

# 2018-19 STATE BUDGET

## Other Budget Areas

### Low-Performing Students Block Grant

- \$300 million one-time funds to build capacity to assist students with lowest achievement scores
- Distributed per-student based on CAASPP English and math scores, excludes students who receive supplemental grant funding under LCFF or those eligible for special education services
- Grant dollars to be used for evidence-based services that directly support pupil academic achievement (e.g. professional development, instructional materials)
- Plan for expenditures must align with LCAP, and be discussed and adopted at board meeting



# Questions?

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

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

**SUBJECT:**

Adopt Declaration of Need for  
Fully Qualified Educators

**AGENDA ITEM AREA:**

Discussion/ Action

**REQUESTED BY:**

Gabe Simon, Ed.D. *GS*  
Assistant Superintendent of Personnel Services

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Each year the District must declare that there are an insufficient number of certificated persons who meet the District's employment criteria for the positions listed on the attached form. The declaration shall remain in force until June 30, 2019.

**RECOMMENDATION:**

Administration recommends adoption of the Declaration of Need for Fully Qualified educators.



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018-2019

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Western Placer Unified School District District CDS Code: 66951

Name of County: Placer County CDS Code: 31

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 07 / 2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

Gabe Simon

Name

[Signature]

Signature

Assistant Superintendent of Personnel Services

Title

(916) 645-6348

Fax Number

(916) 645-5293

Telephone Number

7/16/18

Date

600 6th Street, Suite 400 Lincoln, CA 95648

Mailing Address

gsimon@wpusd.org

Email Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County N/A County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The declaration shall remain in force until June 30, 2019

N/A

*E*Mail Address

- 1

## 108

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	4
Special Education	3
TOTAL	8

#### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### **EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes ☒ No ☐

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? <sup>3</sup> \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

National University, Brandman University, Sacramento & Chico State Universities, & Fortune School of Education.

If no, explain why you do not participate in an internship program.

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Name of New High School

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Scott Leaman, Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Superintendent

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Western Placer Unified School District will be opening a new high school in the Twelve Bridges area of Lincoln in the Fall of 2021. The list of community submitted names are attached.

Each Board member is being asked to select three names, whether on the list or not, to submit to the superintendent. The superintendent will author a new list for further discussion/action at the next Board meeting.

**RECOMMENDATION:**

Select three names from any source to be included on a list for further discussion/action at the next Board meeting.

## New High School at Twelve Bridges

Suggested Name	Reason or History
Awesome Unicorn High school	<ul style="list-style-type: none"> <li>Because we love unicorns</li> </ul>
Ba-mu-ma High School	<ul style="list-style-type: none"> <li>Ba-mu-ma is the name of the Nisenan Village, the first known settlement in the area, that was located in Lincoln for around 5,000 years.</li> </ul>
Bridges High School	<ul style="list-style-type: none"> <li>Location</li> </ul>
C.L. Wilson High School (or variation of)	<ul style="list-style-type: none"> <li>Charles Lincoln Wilson is the reason behind the name for our city. Since we already have a "Lincoln High" we could abbreviate and still keep some history involved with the name.</li> <li>In 1859 the village of Lincoln was born. It was to be the temporary terminus of California's first railroad, the California Central, which had been completed to Folsom in 1856. The president of the railroad was Charles Lincoln Wilson, whose middle name became the name of the new town. The railroad finally arrived in October of 1861. Businesses were quickly established as merchants and others moved into Lincoln from the surrounding towns and mining camps. The new town soon became the transportation and trading focus of Western Placer County.</li> <li>He is a railroad man and founder of this city</li> <li>Gladding was one of the driving forces for the development of the city and its economy.</li> <li>Gladding McBean is the foundation of Lincoln!</li> <li>Gladding McBean has been a part of Lincoln for over 140 years</li> <li>recognized part of Lincoln history</li> <li>There are several people who Lincoln for the Gladding McBean company.</li> <li>The GM history in Lincoln</li> <li>Charles Lincoln Wilson (historical person of Lincoln)</li> <li>Founder of the railroad and Lincoln was his middle name</li> <li>The name "Lincoln" was conferred in honor of Charles Lincoln Wilson, one of the organizers and directors of the California Central Railroad.</li> <li>Long time Lincoln Resident. Placer County Ag commissioner</li> <li>Lincoln was named after Charles Lincoln Wilson. There is a plaque with information about him at the Wilson Park in the Twelve Bridges neighborhood. This name would keep the connection to Lincoln so it will feel more inclusive, rather than naming after the area, which has caused division in our town.</li> <li>Charles Lincoln Wilson (historical person of Lincoln)</li> <li>Town is named after Charles Lincoln Wilson</li> </ul>
Cambria High School	<ul style="list-style-type: none"> <li>It's rare and beautiful, like our town of Lincoln.</li> </ul>
Carpenter High school	<ul style="list-style-type: none"> <li>Because our last name is Carpenter</li> </ul>
Catta Verdera High School	<ul style="list-style-type: none"> <li>Nearby neighborhood</li> </ul>
Charles Gladding High School (or variation of)	<ul style="list-style-type: none"> <li>Gladding, along with partners Peter McBean and George Chambers, invested \$12,000 to found Gladding, McBean &amp; Co. For more than a century, the company would serve as the cornerstone of the community's economy. Today, Lincoln is a growing community with a diversifying economy. New residents and industries are choosing Lincoln for its location, lifestyle and attitudes. The community is committed to preserving the best of Lincoln, from historic 1890s-style architecture to unparalleled community spirit. (Thanks to the City of Lincoln's History page.)</li> <li>Mcbean has a great history's for lincoln</li> <li>Early founders of the town of Lincoln</li> <li>because of Gladding McBean</li> </ul>
Charlotte Parkhurst High School	<ul style="list-style-type: none"> <li>dressed as man and worked as a farmer/stagecoach driver and rumored to be the first woman to vote in California</li> </ul>
Frances Huerta High School	<ul style="list-style-type: none"> <li>She contributed to the foundation of the United Farm Workers. This woman stepped up for laborers, immigrant s and women's rights. The laborers in our community have benefited from her activism to change the culture.</li> </ul>
Eastridge High School	<ul style="list-style-type: none"> <li>Location/Street Names</li> </ul>

Esperanza High	<ul style="list-style-type: none"> <li>Agricultural history of area contributes to early Spanish settlers. Esperanza means hope because we have alot of hope the new high school.</li> </ul>
Bridge	<ul style="list-style-type: none"> <li>Combination of the streets the school is on</li> </ul>
George Washington High School	<ul style="list-style-type: none"> <li>1st President of the U.S.</li> </ul>
Hookset	<ul style="list-style-type: none"> <li>Love to fish</li> </ul>
Jay Berns High School	<ul style="list-style-type: none"> <li>Jay Berns was an iconic principal who truly cared not just about students' grades, but the students themselves.</li> <li>Berns has over the last ten years done more to improve LHS and the quality of education in our area than anyone else. He is well-known to the community and well-respected. He should be honored by naming the new High School in his name.</li> </ul>
Kingdom High	<ul style="list-style-type: none"> <li>year Prince Harry got married</li> </ul>
Knights of Twelve Bridges	<ul style="list-style-type: none"> <li>It sounds awesome!</li> </ul>
Lading High School	<ul style="list-style-type: none"> <li>Lading is a train term meaning the cargo or freight that a train is carrying and the trains that go through here are a symbol of our community and a high school carries the next generations of our community.</li> </ul>
Larry Costa High School	<ul style="list-style-type: none"> <li>Larry Coast was a man who served the city of Lincoln selflessly; he not only served our community as a whole, but he always made sure that the youth of our city was a priority, making sure that Lincoln continued to be a place where young people could thrive!</li> </ul>
Liberty High School	<ul style="list-style-type: none"> <li>Strong name for a high school and I think it would go well in our area</li> <li>To encourage high school students the liberty to pursue their own interests, happiness, vocational/higher education goals and preferences in life.</li> </ul>
Lincoln Cowboys	<ul style="list-style-type: none"> <li>Ranching history in the area</li> </ul>
Lincoln Léapords	<ul style="list-style-type: none"> <li>We have the zebras with stripes, leapords with spots would be awesome</li> </ul>
Lincoln Narwhal Highschool	<ul style="list-style-type: none"> <li>Because we love Narwhals</li> </ul>
Lincoln Potters	<ul style="list-style-type: none"> <li>We are the clay city</li> </ul>
Lincoln United High School	<ul style="list-style-type: none"> <li>Because it signifies the union of these two communities.</li> </ul>
Maidu High School	<ul style="list-style-type: none"> <li>Proximity to Thunder Valley (Owned by Maidu Indians)</li> </ul>
Martin Luther king JR	<ul style="list-style-type: none"> <li>Freedom fighter and human right activist</li> </ul>
Walker High	<ul style="list-style-type: none"> <li>It would be a wonderful thing to give a high school a name after such an amazing woman of our history. The first and only woman to receive a Medal of Honor as well as an american abolitionist, prohibitionist, prisoner of war and Civil War surgeon.</li> </ul>
Midford	<ul style="list-style-type: none"> <li>It is the street that we live on. Plus Midford High sounds cool.</li> </ul>
Mitchell Bazile High School	<ul style="list-style-type: none"> <li>He was a Lincoln High school student. Died in Atv Crash in 2014. He gave my husband a Kidney. He saved 5 lives. One being a Lincoln Resident. If it was not for him. My husband would of Died.</li> </ul>
Nisenan High School	<ul style="list-style-type: none"> <li>The Nisenan Indians were the first to occupy the land from the eastern Sacramento River to the 3000 foot elevation of the Sierra Nevada Mountains, including Lincoln. Nisenan means "From among us," which is a fitting motto for the community from which the students will come. Honor the original inhabitants of this area and "from among us" we can develop future generations.</li> </ul>
Oak Hills High School	<ul style="list-style-type: none"> <li>Oak Trees and Hills Everywhere!</li> </ul>
Orchard Creek	<ul style="list-style-type: none"> <li>It is a geographical feature just south of the school site and a major contributor to the prime habitat for Fairy Shrimp.</li> </ul>
Parker High School?	<ul style="list-style-type: none"> <li>Lincoln HS has Charles Lincoln Wilson's middle name, J. Parker Whitney's middle name may work out great for the New HS?</li> </ul>
Rancho Lana Dorado	<ul style="list-style-type: none"> <li>Most of the land that the High School will be sitting on previously was ranching land and most of the students will from TBMS (Titans-Greek Mythology). Lana Dorado loosely refers to the golden fleece which which is what some of the Clifonia Gold Rush seekers were looking for. Seadogs refers to the band of men who sailed to Colchis with Jason in the ship Argo in search of the Golden Fleece(Greek Mythology)</li> </ul>
Ronald Reagan High	<ul style="list-style-type: none"> <li>Ronald Reagan lived and loved California. He was our Govenor and our President. He deeply believed education was key to Americas success</li> </ul>
Sally Ride High School	<ul style="list-style-type: none"> <li>California native who was the first female astronaut</li> </ul>



Scott M. Leaman High School	<ul style="list-style-type: none"> <li>It is an extreme pleasure to submit to the Western Placer Unified School District Board of Trustees my recommendation to name the new high school located in Lincoln, California. As Placer County Superintendent of Schools and a former administrator and teacher with the WPUSD, I wholeheartedly recommend naming the high school, SCOTT M. LEAMAN HIGH SCHOOL. I first met Scott Leaman, Superintendent of the Western Placer Unified School District, when I was hired as a new teacher at Creekside Oaks Elementary School in Lincoln in 1995. Scott was the principal of Carlin C Coppin Elementary School, the other K-5 elementary school in the district. I distinctly remember his uplifting personality and his desire to provide top quality education to his students. All those years ago I remember thinking, "I wish he was my principal" because I wanted him to lead me and motivate me as a teacher.</li> <li>A few years later, I was hired into a district office position and Scott was the Assistant Superintendent of Curriculum and Instruction and was my supervisor. I learned so much from him that year and how he led – he led by example, he led by earning the respect of his colleagues, the respect of his staff and the respect of the teachers. For the first time, I saw how administration and employees could work together in a positive manner. After more than ten years of being Superintendent of the Western Placer Unified School District, those qualities are still at the core of his belief. Scott is respected by his Board, his leadership team, his principals, his certificated and classified employees. Families find him attentive and empathetic. His leadership still influences me today.</li> <li>Coming in as Superintendent for the Western Placer Unified School District over ten years ago, Scott inherited many challenges. It was the cusp of the recession, and the housing market began to wane with less students moving into one of the fastest growing districts in the state; WPUSD had over invested in facility construction and had amassed a sizable debt. There was public outcry over the delay of the new high school, the high amount of non-voter approved debt (\$189,000,000 at the beginning of the recession) and a general mistrust of the district. Many of his colleagues had urged Scott to begin looking for a new superintendent position since the ability for for the school district to turn things around seemed impossible. Scott doesn't turn away from a challenge. During the economic downturn, Scott allowed families who had bought in the neighborhoods next to the proposed high school a grace period to allow their student to transfer to a neighboring district if needed. Scott embarked on an aggressive refinancing plan that saved the district millions of taxpayer dollars that sought to restructure the Certificate of Participation (COPs) debt. In addition, Scott was able to get two parcel taxes approved, which in Placer County is not easy!</li> <li>Scott doesn't turn away from a challenge. During the economic downturn, Scott allowed families who had bought in the neighborhoods next to the proposed high school a grace period to allow their student to transfer to a neighboring district if needed. Scott embarked on an aggressive refinancing plan that saved the district millions of taxpayer dollars that sought to restructure the Certificate of Participation (COPs) debt. In addition, Scott was able to get two parcel taxes approved, which in Placer County is not easy!</li> <li>As I write this recommendation, it is excessively clear that without Scott Leaman's leadership at Superintendent of the Western Placer Unified School District these past ten years, the high school planned for the Twelve Bridges area would not be under construction. I cannot imagine a more fitting honor, which is more than deserved, to name the new high school the SCOTT M. LEAMAN HIGH SCHOOL</li> </ul>
South Lincoln High School	<ul style="list-style-type: none"> <li>location</li> <li>The location of the high school is the southern most portion of the city of Lincoln therefore South Lincoln name is more of a geographical name.</li> </ul>
Spring Valley High School (or variation of)	<ul style="list-style-type: none"> <li>J. Parker Whitney owned Spring Valley Ranch, where 12 Bridges is today</li> <li>The Twelve Bridges area was once the site for Spring Valley Ranch, owned by J.Parker Whitney, a famous figure in The development of the area.</li> <li>The Twelve Bridges area was once known as Spring Valley Ranch</li> <li>The area of Twelve Bridges, exactly where the school will be built was once Spring Valley Ranch where among the many animals raised were horses. Thus the Mustang nickname</li> <li>The area where Twelve Bridges is located was once known as the Spring Valley Ranch.</li> <li>Spring Valley Ranch is where Twelve Bridges master planned community was built on. The owner raised horses as well as other animals on the huge ranch.</li> </ul>
Spring Valley Ranch	<ul style="list-style-type: none"> <li>Original name of the land now known as twelve bridges</li> <li>When reviewing the history of Lincoln, J. Parker Whitney was the owner of Spring Valley Ranch, which is Lincoln's Twelve Bridges master planned community.</li> </ul>

Sunset High School	<ul style="list-style-type: none"> <li>• Metaphor of the end of the students mandatory education.</li> <li>• Near Sunset Blvd and Lincoln gets great sunsets from this location</li> </ul>
Terracotta High School	<ul style="list-style-type: none"> <li>• A high school name needs to reflect the place where it is located. The City of Lincoln is here because of it's clay soil that was used to make the terracotta that helped build California.</li> </ul>
The 13th	<ul style="list-style-type: none"> <li>• The 13th bridge</li> </ul>
Theodore Judah High School (or variation of)	<ul style="list-style-type: none"> <li>• one of the founders of Lincoln</li> <li>• TD Judah was a railroad and civil engineer who surveyed and laid out our city. He was a pioneer that played an integral part in our history. This would be a meaningful name, especially paired with the Pioneers mascot name. By the way, I'm aware that there's an elementary school in Folsom by the same name. I don't think that should prevent us from naming another school after Judah. Nobody will confuse our epic new high school for an elementary school in a different county.</li> <li>• The original townsite of Lincoln was surveyed and laid out in 1859 by Theodore Judah. (Courtesy of Wikipedia)</li> </ul>
Thunder vally Raiders	<ul style="list-style-type: none"> <li>• Thunder valley casino donated the stadium to Lincoln high and the new gym.</li> </ul>
Tribute High School	<ul style="list-style-type: none"> <li>• A High School is often named for: " Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance." - The word "Tribute" gives recognition to individuals, both living and deceased, who may have been affected by school violence, their families and first responders, and those whose voices who have started a larger movement, one imbued with creating better and safer environments for learning, while continually creating dialogue for improvement and change</li> </ul>
Twelve Bridges High School	<ul style="list-style-type: none"> <li>• The rattle snacks all around here</li> <li>• It's in Twelve Bridges and we have Twelve Bridges Middle &amp; Elementary already in place. Seems fitting to continue the name.</li> <li>• The location</li> <li>• Keeping with the location bronco</li> <li>• It should reflect the same name of the 12 bridges area that dates back to the many stone bridges that were constructed by the early settlers in the area.</li> <li>• Location</li> <li>• Thinking of the natural preserve surrounding the 12 Bridges community and OLE, these creatures (falcon, coyote, rattlesnake) are very abundant in the area, and it would be neat to see nature's surroundings incorporated with the schools name.</li> <li>• It's located in Twelve Bridges</li> <li>• Consistent with names of the local elementary and middle schools and references historical bridges.</li> <li>• None</li> <li>• Self explanatory and simple</li> <li>• Fits with the neighborhood and middle school</li> <li>• All the other schools in this area are Twelve Bridges, TBE and TBM. I think Twelve Bridges High school completes the picture.</li> <li>• Sequencing with middle and elementary schools</li> <li>• It completes the series for the elementary and middle schools.</li> <li>• To keep consistent with TBE and TBMS and represent the area</li> <li>• The location</li> <li>• This is what we've all been calling it for years!</li> <li>• History of the area which includes Twelve Bridges Elementary and Twelve Bridges Middle School.</li> <li>• Represents the region around the new high school</li> <li>• Represents area of land and communities surrounding the new high school</li> <li>• It's a neighborhood that is well known and has waited for this school for years.</li> <li>• Pride in our area</li> <li>• Area of Lincoln. Street it's on.</li> <li>• It will predominantly serve the Twelve Bridges community</li> <li>• Begin with the end in mind! A trailblazer is someone who makes a new track through wild country...the future is certainly that! Students from our community will be innovators for the future.</li> <li>• Geographic area, keep it simple</li> </ul>

- Location
- Average student body from twelve bridges middle
- Twelve Bridges
- Area name
- It is just a continuation of the elementary and middle schools being of the same name. It is the logical choice as that is the neighborhood it will be in and what people are already calling it.
- It just fits together with Twelve Bridges Middle School. I always assumed that was going to be the name.
- Twelve Bridges Area
- It is in the twelve bridges neighborhood
- This name is already in common use and keeps with the progression of the elementary and middle school being named likewise.
- This name is already in common use and keeps with the progression of the elementary and middle school being named likewise.
- Its a fairly new area and it is consistent with the elementary and Middle School names
- Identifies with the community it's in.
- Because it is located in Twelve Bridges
- There is TBES & TBMS and the next would be TBHS
- It just seems the most logical since you already have Twelve Bridges Elem and Middle schools.
- All the other middle and elementary schools in twelve bridges are named Twelve bridges
- Its represents the geographic area.
- Because it's 12 Bridges area. The location is known as that.
- To match the elementary and middle school
- Keeps consistent with the elementary and middle school in the area
- Logical name due to location and it is in common usage already.
- Location
- Location
- Location
- Naming schools after people can be polarizing. Lincoln HS is a pretty basic name. Let's keep it basic so it matches our community.
- The location of the school
- You have Twelve Bridges Middle School
- Makes sense, elementary school, middle school, hs all Twelve Bridges
- The elementary and middle schools are both named twelve bridges.
- Simple and self explanatory
- Keeping it simple.
- Region
- Since there's a Twelve Bridges Elementary and a Twelve Bridges Middle, why not continue that with a Twelve Bridges High?
- it makes sense to call it Twelve Bridges High since the elementary and middle schools in the area use the name.
- It's practical.
- It is simple & to the point. There's no other high school in placer county with that name.
- Stay the same with the elementary and middle school.
- Continuing naming tradition, community recognitio , historical significance of 12 Bridges
- It is in Twelve Bridges and it is a high school
- Twelve Bridges clearly identifies the community our school is located, and it is well known to the local population and Greater Sacramento Area. Our neighborhood children attend Twelve Bridges Elementary School and then Twelve Bridges Middle School. Twelve Bridges High School describes the next step in our familv of schools.
- It follows suit with the elementary and middle school.
- Rattle Snakes are native to the area, hence the, "rattlers". □
- We have Twelve Bridges Elementary School Tigers and Twelve Bridges Middle School Titans, so we think the high school should start with a T as well.
- We need a strong name and something which represent the pride we take in both academics and athletics!

Verdera High School

- Inspired by the nearby Catta Verdera development and local coyotes that roam the fields

Vernal High

- named after the vernal pools onsite

	<ul style="list-style-type: none"> <li>• Due to the many Vernal Pools in the surrounding area and their brine (fairy) shrimp</li> <li>• The high school will be surrounded by vernal pools</li> </ul>
Sierra	<ul style="list-style-type: none"> <li>• Means Sierra view, because on a clear day you can see the Sierra from Lincoln</li> </ul>
Western High School	<ul style="list-style-type: none"> <li>• Western Placer Unified School District</li> </ul>
Western Placer High School	<ul style="list-style-type: none"> <li>• LHS has been named after the City and the 2nd HS should be named after the District</li> <li>• Named for our district</li> <li>• Represents the District and geography</li> <li>• People know where Lincoln is, but when you say you work for Western Placer School District, people ask, "Where is that?". We need to put Western Placer on the Map and what better way then to name one of our high schools that. Most districts have a high school named the same as the district (i.e., Rocklin High, Roseville High, Natomas High, Placer High, etc.).</li> </ul>
Westview High School	<ul style="list-style-type: none"> <li>• Western Placer USD, view of the West and maybe coastal range</li> </ul>

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Adoption of Revised/New  
Policies/Regulations/Exhibits

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Scott Leaman  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

August 7, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

- E 0420.41 – Charter School Oversight
- BP/AR 3514 – Environmental Safety
- BP 3514.1 – Hazardous Substances
- BP/AR 3516 – Emergencies and Disaster Preparedness Plan
- AR 3541 – Transportation Routes and Services
- BP/AR 5022 – Student and Family Privacy Rights
- BP/E 5145.6 – Parental Notifications

**RECOMMENDATION:**

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

# MANUAL MAINTENANCE GUIDESHEET

March/May 2018

Page 1 of 2

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

## **E 0420.41 - Charter School Oversight**

(E revised)

Exhibit updated to reflect **NEW LAWS** affecting requirements for charter schools, including **AB 1360** which clarifies that the charter school's admission preferences must be approved by the district board, **AB 830** which repeals the high school exit examination requirement, **AB 1360** which requires parental notification that parent/guardian involvement is not a requirement for enrollment at the charter school, **AB 699** which requires charter schools to adopt policy consistent with the model policy on immigration enforcement developed by the California Attorney General, **AB 2097** (2016) which prohibits the collection of social security numbers, **AB 841** which prohibits advertising or promotion of non-nutritious foods or beverages, **SB 250** which requires parental notification within 10 days of a negative meal account balance and prohibits different treatment of students with unpaid meal fees, and **SB 138** which requires "very high poverty schools" to apply to provide lunch and/or breakfast free of charge to all students under a federal universal service provision.

## **BP/AR 3514 - Environmental Safety**

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 746)** which provides that, if a community water system finds lead above specified levels in a school's potable water system, the district must notify parents/guardians, shut down fountains and faucets, and provide a source of drinking water to students. Policy also deletes details regarding district strategies that are duplicated in the AR. Regulation also updates material related to particulate filters in school buses and carbon monoxide detectors to reflect current law.

## **BP 3514.1 - Hazardous Substances**

(BP revised)

Policy updated to reflect legal requirements regarding toxic art and craft supplies, formerly in BP 6161.3 - Toxic Art Supplies.

## **BP/AR 3516 - Emergencies and Disaster Preparedness Plan**

(BP/AR revised)

Policy expands paragraph on the involvement of staff and community groups in plan development, consistent with U.S. Department of Education recommendation. Policy also adds training on staff responsibilities in an emergency or disaster, clarifies staff's legal obligation to serve as disaster service workers, and clarifies that board members are not considered disaster service workers. Regulation expands prevention strategies to include measures to increase the security of school facilities, expands crisis communications methods to include social media and electronic communications, and adds assembly of key information into a "crisis response box" that can be easily accessed in an emergency.

## **AR 3541 - Transportation Routes and Services**

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1453)** which authorizes districts to provide for the transportation of adult volunteers to and from educational activities. Regulation also reflects requirement to provide transportation consistent with a student's Section 504 plan, and clarifies the district's responsibility with respect to transportation for homeless students and foster youth.

## **BP/AR 5022 - Student and Family Privacy Rights**

(BP/AR revised)

Policy updated to add options formerly in AR regarding the disclosure of students' personal information for marketing purposes. Policy also reflects state law which prohibits the collection of social security numbers or the last four digits of social security numbers for such purposes and **NEW LAW (AB 699)** which prohibits the collection of information regarding the citizenship or immigration status of students or their families. Regulation reflects **NEW LAW (AB 677)** which prohibits the removal of questions pertaining to sexual orientation and/or gender identity from a voluntary survey that already contains such questions.

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

**BP/E 5145.6 - Parental Notifications**

(BP/E revised)

Policy updated to reflect federal law applicable to districts participating in certain federal programs which requires that parental notifications be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand. Policy also revised to reflect state law requiring that parental notifications be written in the primary language, in addition to English, whenever 15 percent or more of the students enrolled in a school speak a single primary language other than English. Exhibit updated to reflect notices required by **NEW LAW**, including notices related to students' right to a free public education regardless of immigration status or religious beliefs (**AB 699**), the employee code of conduct related to employee interactions with students (**AB 500**), the district's meal payment policy (USDA Memorandum SP-23-2017), a student's identification as a long-term English learner (**AB 81**), a negative balance in a student's meal account (**SB 250**), educational rights of children of military families (**AB 365**), and any excessive level of lead found in drinking water (**AB 746**). Two legal cites renumbered pursuant to federal law and regulations.

*For Board Approval: August 7, 2018*

**CHARTER SCHOOL OVERSIGHT**

**REQUIREMENTS FOR CHARTER SCHOOLS**

Charter schools shall be subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements that are expressly applicable to charter schools, including, but not limited to, requirements that each charter school:

1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
2. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
3. Not charge tuition (Education Code 47605)
4. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools
5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)
6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
7. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)
8. Admit all students who wish to attend the school, according to the following criteria and procedures:
  - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

However, if a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area.



**CHARTER SCHOOL OVERSIGHT** (continued)

(Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance, ~~except for existing students of the charter school~~, shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
  - c. Other admissions preferences may be permitted by the ~~chartering~~ **Governing Board** district on an individual school basis as consistent with law. (Education Code 47605)
- 9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)
- 10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
- 11. If the school offers a kindergarten program: (Education Code 48000)
  - a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2
  - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020
- 12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
- 13. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)
- 14. Not hire any person, who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity **for specified services, verify that any employee of that entity** who will have contact with

**CHARTER SCHOOL OVERSIGHT** (continued)

- students has had a criminal background check (Education Code 44830.1, 45122.1, 45125.1)
15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)
  16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
  17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
  18. If the school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components (Education Code 215)
  19. If the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy, with specified components (Education Code 51224.7)
  20. Meet all statewide standards and conduct any statewide ~~standards or~~ assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, ~~60850-60859~~)
  21. ~~Until July 31, 2018, g~~Grant a high school diploma to any student who completed grade 12 in the 2003-04 **through 2014-15** school year ~~or a subsequent school year~~ and who has met all applicable graduation requirements other than the passage of the high school exit examination (Education Code **51413** ~~60851-6~~)
  22. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 46201.2, 47612.5)
  23. If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
  24. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

**CHARTER SCHOOL OVERSIGHT** (continued)

25. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)
26. If the school offers an athletic program, annually provide an information sheet about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to return to the activity. (Education Code 33479-33479.5, 49475)
27. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
28. **Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)**
298. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)
30. **Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7**
31. **Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)**
3229. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

**CHARTER SCHOOL OVERSIGHT** (continued)

- 330. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
- 341. If the school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aide Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, **69432.92**)
- 352. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus (Education Code 39831.3)
- 363. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
  - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
  - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
- 374. Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)
- 385. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)
  - a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device

**CHARTER SCHOOL OVERSIGHT (continued)**

- b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
  - c. Providing defense and indemnification to volunteers for any and all civil liability from such administration
- 396. If the school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist
- 40. **If the school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)**
- 41. **If the school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; ensure that a student with unpaid school meal fees is not shamed, treated differently, or served a meal that differs from other students; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)**
- 42. **If the school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)**
- 4337. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)
- 4438. Annually prepare and submit financial reports to the Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:
  - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

**CHARTER SCHOOL OVERSIGHT** (continued)

- b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template **adopted by the State Board of Education** in ~~5 CCR 15497.5~~. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5, **52064** ; ~~5 CCR 15497.5~~)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
  - d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
  - e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
  - f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code 47605)
- 4539.** Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)

**CHARTER SCHOOL OVERSIGHT (continued)**

460. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)
474. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article XVI, Section 8.5)

In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.

Exhibit  
adopted: December 17, 2013  
revised: January 19, 2016  
revised: November 15, 2016  
revised: October 3, 2017  
revised: August 7, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
Lincoln, California

**ENVIRONMENTAL SAFETY**

The Board of Trustees recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Superintendent or designee shall regularly assess school facilities to identify environmental health risks to. He/she shall establish a comprehensive plan to prevent and/or mitigate environmental hazards based on a consideration of the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff attendance, student attendance, and student achievement.

~~(cf. 3513.3 – Tobacco-Free Schools)~~

~~(cf. 3514.1 – Hazardous Substances)~~

~~(cf. 0200 – Goals for the School District)~~

~~(cf. 0400 – Comprehensive Plans)~~

~~(cf. 1312.4 – Williams Uniform Complaint Procedures)~~

~~(cf. 3516 – Emergencies and Disaster Preparedness Plan)~~

~~(cf. 3516.3 – Earthquake Emergency procedure System)~~

~~(cf. 3517 – Facilities Inspection)~~

~~(cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens)~~

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

~~(cf. 4157/4257/4357 – Employee Safety)~~

~~(cf. 5030 – Student Wellness)~~

~~(cf. 5142 – Safety)~~

~~(cf. 7111 – Evaluating Existing Buildings)~~

Such strategies shall focus on maximizing healthy indoor air quality; monitoring the quality of outdoor air and adjusting outdoor activities as necessary; reducing exposure to vehicle emissions; minimizing exposure to lead and mercury; reducing the risk of unsafe drinking water; inspecting and properly abating asbestos; appropriately storing, using, and disposing of potentially hazardous substances; using effective least toxic pest management practices; reducing the risk of foodborne illness; and addressing any other environmental hazards identified during facilities inspections.

~~Strategies addressed in the district's plan shall include, but not necessarily be limited to, the following:~~

- ~~1. Ensuring good indoor air quality by maintaining adequate ventilation; using effective maintenance operations to reduce dust, mold, mildew, and other indoor air contaminants; and considering air quality in the site selection, design, and furnishing of new or remodeled facilities~~

~~(cf. 3510 – Green School Operations)~~

~~(cf. 3513.3 – Tobacco-Free Schools)~~

~~(cf. 3514.1 – Hazardous Substances)~~

~~(cf. 3514.2 – Integrated Pest Management)~~

~~(cf. 3516.5 – Emergency Schedules)~~

~~(cf. 3540 – Transportation)~~

~~(cf. 3541.1 – Transportation for School-Related Trips)~~

~~(cf. 3542 – School Bus Drivers)~~

~~(cf. 3550 – Food Service/Child Nutrition Program)~~

~~(cf. 5141.23 – Asthma Management)~~

~~(cf. 5141.7 – Sun Safety)~~

~~(cf. 5142.7 – Safe Routes to School Program)~~



## ENVIRONMENTAL SAFETY (continued)

*(cf. 6142.7 – Physical Education and Activity)*

*(cf. 6163.2 - Animals at School)*

*(cf. 7150 - Site Selection and Development)*

**In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies, health agencies, water boards, and other community organizations.**

2. ~~Limiting outdoor activities when necessary due to poor outdoor air quality, including excessive smog, smoke, or ozone, or when ultraviolet radiation levels indicate a high risk of harm~~

*(cf. 3516.5 – Emergency Schedules)*

*(cf. 5141.7 – Sun Safety)*

*(cf. 6142.7 – Physical Education)*

3. ~~Reducing exposure to diesel exhaust and other air contaminants by limiting unnecessary idling of school buses and other commercial motor vehicles~~

*(cf. 3540 – Transportation)*

*(cf. 3541.1 – Transportation for School-Related Trips)*

*(cf. 3542 – School Bus Drivers)*

4. ~~Minimizing exposure to lead in paint, soil, and drinking water.~~

5. ~~Inspecting facilities for naturally occurring asbestos and asbestos-containing building materials that pose a health hazard due to damage or deterioration and safely removing, encapsulating, enclosing, or repairing such materials~~

6. ~~Ensuring the proper storage, use, and disposal of potentially hazardous substances~~

*(cf. 3514.1 – Hazardous Substances)*

*(cf. 6161.3 – Toxic Art Supplies)*

7. ~~Ensuring the use of effective least toxic pest management practices~~

*(cf. 3514.2 – Integrated Pest Management)*

8. ~~Instituting a food safety program for the storage, preparation, delivery, and service of school meals in order to reduce the risk of foodborne illnesses~~

*(cf. 3550 – Food Service/Child Nutrition Program)*

~~In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies, health agencies, and other community organizations.~~

*(cf. 1020 - Youth Services)*

**ENVIRONMENTAL SAFETY (continued)**

The Superintendent or designee shall provide the district's maintenance and facilities staff, bus drivers, food services staff, teachers, and other staff as appropriate with professional development regarding their responsibilities in implementing strategies to improve and maintain environmental safety at the schools.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the district's actions to remedy the hazard and may recommend health screening of staff and students.

*(cf. 5141.6 - Student Health and Social Services)*

*Legal Reference: (see next page)*

**ENVIRONMENTAL SAFETY (continued)***Legal Reference:***EDUCATION CODE***17002 Definition of "good repair"**17070.75 Facilities inspection**17582 Deferred maintenance fund**17590 Asbestos abatement fund**17608-17613 Healthy Schools Act of 2000, least toxic pest management practices***32080-32081 Carbon monoxide devices***32240-32245 Lead-Safe Schools Protection Act**48980.3 Notification of pesticides**49410-49410.7 Asbestos materials containment or removal***FOOD AND AGRICULTURAL CODE***11401-12408 Pest control operations and agricultural chemicals**13180-13188 Healthy Schools Act of 2000, least toxic pest management practices***GOVERNMENT CODE***3543.2 Scope of representation; right to negotiate safety conditions***HEALTH AND SAFETY CODE***105400-105430 Indoor environmental quality**113700-114437 California Retail Food Code, sanitation and safety requirements***116277 Lead testing of potable water at schools and requirements to remedy****CODE OF REGULATIONS, TITLE 5***14010 Standards for school site selection***CODE OF REGULATIONS, TITLE 8***337-339 Hazardous substances list**340-340.2 Occupational safety and health, rights of employees**1528-1533 Construction safety orders; exposure to hazards**5139-5223 Control of hazardous substances***CODE OF REGULATIONS, TITLE 13****2025 Retrofitting of diesel school buses***2480 Vehicle idling***CODE OF REGULATIONS, TITLE 17***35001-36100 Lead abatement services***CODE OF REGULATIONS, TITLE 22***64670-64679 Lead and copper in drinking water***CODE OF REGULATIONS, TITLE 24****915.1-915.7 California Building Standards Code; carbon monoxide devices****UNITED STATES CODE, TITLE 7***136-136y Use of pesticides***UNITED STATES CODE, TITLE 15***2601-2629 Control of toxic substances**2641-2656 Asbestos Hazard Emergency Response Act***UNITED STATES CODE, TITLE 42***1758 Food safety and inspections***CODE OF FEDERAL REGULATIONS, TITLE 40***141.1-141.723 Drinking water standards**745.61-745.339 Lead-based paint standards**763.80-763.99 Asbestos-containing materials in schools**763.120-763.123 Asbestos worker protections**Management Resources continued (see next page)*

**ENVIRONMENTAL SAFETY (continued)***Management Resources:***CSBA PUBLICATIONS**

*Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008*

*Asthma Management in the Schools, Policy Brief, March 2008*

*Food Safety Requirements, Fact Sheet, October 2007*

*Sun Safety in Schools, Policy Brief, July 2006*

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

*School Site Selection and Approval Guide, 2000*

*Indoor Air Quality, A Guide for Educators, 1995*

**CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS**

*Report to the Legislature: Lead Hazards in California's Public Elementary Schools and Child Care Facilities, April 1998*

**CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY: AIR RESOURCES BOARD PUBLICATIONS**

*Facts about Truck and Bus Regulation School Bus Provisions, rev. March 22, 2011*

**CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS**

*Frequently Asked Questions about Lead Testing of Drinking Water in California Schools; Updated for Assembly Bill 746/Health and Safety Code 116277, December 15, 2017*

**DIVISION OF THE STATE ARCHITECT PUBLICATIONS**

*K-12 Occupancy Classification and Load Factors, IR A-26, rev. April 18, 2012*

**U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS**

*A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon, 2016*

*Indoor Air Quality Tools for Schools, rev. 2007*

*Healthy School Environments Assessment Tool, 2007*

*The ABCs of Asbestos in Schools, rev. August 2003*

*Mold Remediation in Schools and Commercial Buildings, March 2001*

*How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide, 1996*

**WEB SITES**

CSBA: <http://www.csba.org>

AirNow: <http://www.airnow.gov>

American Association of School Administrators: <http://www.aasa.org>

California Air Resources Board: <http://www.arb.ca.gov>

California Building Standards: <http://www.bsc.ca.gov/codes.aspx>

California Department of Education, Health and Safety: <http://www.cde.ca.gov/ls/fa/hs>

California Department of Pesticide Regulation: <http://www.cdpr.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

California State Water Resources Control Board: <http://www.waterboards.ca.gov>

California Indoor Air Quality Program: <http://www.cal-iaq.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Consumer Product Safety Commission: <http://www.cpsc.gov>

National Center for Environmental Health: <http://www.cdc.gov/nceh>

Occupational Safety and Health Administration: <http://www.osha.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

Policy

adopted: September 4, 2007

revised: September 7, 2010

revised: August 7, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Lincoln, California

**ENVIRONMENTAL SAFETY**

The Superintendent may designate one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but not be limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

*(cf. 3510 - Green School Operations)*  
*(cf. 3511 - Energy and Water Management)*  
*(cf. 3517 - Facilities Inspection)*  
*(cf. 4157/4257/4357 - Employee Safety)*  
~~*(cf. 5030 - Student Wellness)*~~  
*(cf. 5142 - Safety)*  
*(cf. 7111 - Evaluating Existing Buildings)*  
*(cf. 7150 - Site Selection and Development)*

**Indoor Air Quality**

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142-5143. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance records shall be retained for at least five years. (8 CCR 5142-5143)

*(cf. 3580 - District Records)*

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School buildings shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible, to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites.

**ENVIRONMENTAL SAFETY** (continued)

*(cf. 3514.2 - Integrated Pest Management)*

5. ~~In any new school construction, and in all existing schools when feasible, t~~The Superintendent or designee shall install a carbon monoxide detector **or alarm** in each **all** school building that contains a fossil fuel-burning **appliance, fireplace, or forced-air** furnace. The device **or alarm** shall be **located** ~~placed~~ in close proximity to the **appliance** ~~furnace~~ in order to accurately detect any **alert school personnel of any** leakage of carbon monoxide. **(24 CCR 915.1-915.7)**
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

*(cf. 5141.23 – Asthma Management)*

7. Painting of school facilities and maintenance or repair duties that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

*(cf. 3514.1 - Hazardous Substances)*

~~*(cf. 6161.3 - Toxic Art Supplies)*~~

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in a well-ventilated area with minimal exposure of students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

*(cf. 3513.3 - Tobacco-Free Schools)*

11. **Staff and students shall be asked to** refrain from bringing common irritants into the classroom, including, but not limited to, furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfumes or cologne, scented locations or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

*(cf. 6163.2 - Animals at School)*

## ENVIRONMENTAL SAFETY (continued)

### Outdoor Air Quality

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, ~~and/or~~ ultraviolet radiation levels, **and/or temperature and humidity**.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

*(cf. 5141.7 - Sun Safety)*

*(cf. 6142.7 - Physical Education and Activity)*

*Cf. 6145 – Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

### Vehicle Emissions

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limited unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. **The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.**

*(cf. 3540 - Transportation)*

*(cf. 3541.1 - Transportation for School-Related Trips)*

*Cf. 3542 – School Bus Drivers)*

*(cf. 5142.2 – Safe Routes to School Program)*

Any diesel-fueled, **dual-fueled, or alternative diesel-fueled** school bus with a gross vehicle weight rating over 14,000 pounds ~~manufactured on or after April 1, 1977~~ shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

### Drinking Water

The quality and safety of the district's drinking water sources shall be regularly assessed **and drinking fountains shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.**

**Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate the concern to ensure the availability of safe drinking water. As needed, the**

**ENVIRONMENTAL SAFETY (continued)**

**Superintendent or designee shall provide alternative sources of drinking water, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.**

*(cf. 3550 - Food Service/Child Nutrition Program)*

~~Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to make inoperable any fountains or faucets where excess lead levels may exist. (Health and Safety Code 116277) in 40 CFR 141.80 and 22 CCR 64678, water outlets shall be flushed thoroughly each day before use or made inoperable until a plan for remediation can be implemented.~~

~~Whenever levels of arsenic, bacteria, or other contaminants in the drinking water are determined to be a concern, the Superintendent or designee may recommend basic filtration or pipe flushing when feasible.~~

~~Until drinking water is assured to be safe, the Superintendent or designee may explore alternatives, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day. As needed, he/she also may encourage appropriate governmental agencies to conduct regular testing of the water quality in district schools and to implement strategies to improve water quality in the community.~~

~~Drinking fountains in district schools shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.~~

**Lead Exposure Reduction**

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.
3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state



## **ENVIRONMENTAL SAFETY (continued)**

and federal standards for safe work practices to minimize contamination when removing the paint.

4. Soil with high lead content may be covered with grass, other plantings, concrete, or asphalt. **For soil with high lead content, removal and abatement are required.**
5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.

Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

### **Mercury Exposure**

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

### **Asbestos Management**

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, basic knowledge of the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; **asbestos management programs**; and relevant federal and state regulations. (40 CFR 763.84)

**ENVIRONMENTAL SAFETY** (continued)

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The designated employee shall ensure that the district complies with the following requirements:

1. School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:
  - a. Any school building that is leased, ~~or~~ acquired, **or otherwise used** by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
  - b. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
  - c. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
2. Based on the results of the inspection, an appropriate response, which is sufficient to protect human health and the environment, shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours and parent/guardian, teacher, and employee organizations are annually informed of the availability of these plans. (40 CFR 763.84, **763.93**)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

**ENVIRONMENTAL SAFETY (continued)**

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (40 CFR 763.84; Education Code 49410.5)

Asbestos inspection and abatement work, **preparation of a management plan**, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, **763.85**, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing building materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)
8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

Regulation

approved: September 4, 2007

revised: September 7, 2010, February 3, 2015, **August 7, 2018**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Lincoln, California

## HAZARDOUS SUBSTANCES

The Governing Board desires to provide a safe school environment that protects students and employees from exposure to potentially hazardous substances that may be used in the district's educational program and in the maintenance and operation of district facilities and equipment.

*(cf. 3514 - Environmental Safety)*

*(cf. 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 4157/4257/4357 - Employee Safety)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5142 - Safety)*

~~*(cf. 6161.3 - Toxic Art Supplies)*~~

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

*(cf. 3510 - Green School Operations)*

*(cf. 3514.2 - Integrated Pest Management)*

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 51984 and shall ensure that employees, students, and others necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

*(cf. 1240 - Volunteer Assistance)*

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

*(cf. 6142.93 - Science Instruction)*

**The Superintendent or designee shall not order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic. The Superintendent or designee shall not purchase any such toxic material for use in grades 7-12 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)**

## HAZARDOUS SUBSTANCES (continued)

### *Legal Reference:*

#### EDUCATION CODE

32060-32066 *Toxic art supplies in schools*

49340-49341 *Hazardous substances education*

49401.5 *Legislative intent; consultation services*

49411 *Chemical listing; compounds used in school programs; determination of shelf life; disposal*

#### FOOD AND AGRICULTURAL CODE

12981 *Regulations re pesticides and worker safety*

#### HEALTH AND SAFETY CODE

25163 *Transportation of hazardous wastes; registration; exemptions; inspection*

25500-25520 *Hazardous materials release response plans; inventory*

108100-108515 *California Hazardous Substances Act*

#### LABOR CODE

6360-6363 *Hazardous Substances Information and Training Act*

6380-6386 *List of hazardous substances*

#### CODE OF REGULATIONS, TITLE 8

339 *List of hazardous substances*

3203 *Illness and injury prevention program*

3204 *Records of employee exposure to toxic or harmful substances*

5139-5230 *Control of hazardous substances, especially*

5154.1-5154.2 *Ventilation*

5161 *Definitions*

5162 *Emergency eyewash and shower equipment*

5163 *Control of spills*

5164 *Storage of hazardous substances*

5191 *Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan*

5194 *Hazard Communication*

#### CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 *School hazardous waste collection, consolidation, and accumulation facilities*

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Science Safety Handbook for California Public Schools, 2012*

#### CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT

#### PUBLICATIONS

*Art and Craft materials in Schools: Guidelines for Purchasing and Safe Use, September 17, 2016*

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://cde.ca.gov>

California Office of Environmental Health Hazard Assessment: <http://www.oehha.cal.gov>

Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

Policy

adopted: September 4, 2007

revised: April 15, 2014

revised: August 7, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Lincoln, California

## EMERGENCIES AND DISASTER PREPAREDNESS PLAN

The Board of Trustees recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. **The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff and schools.**

The Superintendent or designee shall develop and maintain a disaster preparedness plan which **contains routine and emergency disaster procedures, including, but no limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities. Such procedures shall be incorporated into the comprehensive school safety plan.** ~~details provisions for handling emergencies and disasters and which shall be included in the district's comprehensive school safety plan.~~ (Education Code 32282)

*(cf. 0400 – Comprehensive Plans)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3516.3 - Earthquake Emergency Procedure System)*

~~The Superintendent or designee shall also develop and maintain emergency plans for each school site.~~

~~In developing the district and school emergency plans, the Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators.~~

**In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.**

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 3513.3 - District Police/Security Department)*

**The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.**

~~The Superintendent or designee shall use state approved Standardized Emergency Management System guidelines and the National Incident Command System when updating district and site level emergency and disaster preparedness plans.~~

**EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)**

**The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.**

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. (Education Code 32282)

*(cf. 1330 - Use of School Facilities)*

School employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

*(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)*

*(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)*

*Legal Reference:*

EDUCATION CODE

32001 Fire alarms and drills

32040 Duty to equip school with first aid kit

32280-32289 School safety plans

32290 Safety devices

39834 Operating overloaded bus

46390-46392 Emergency average daily attendance in case of disaster

49505 Natural disaster; meals for homeless students; reimbursement

CIVIL CODE

1714.5 Release from liability for disaster service workers and shelters

GOVERNMENT CODE

3100-3109 Public employees as disaster service workers

8607 Standardized emergency management system

CALIFORNIA CONSTITUTION

Article 20, Section 3 Oath or affirmation

CODE OF REGULATIONS, TITLE 5

550 Fire drills

560 Civil defense and disaster preparedness plans

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized emergency management system

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

*Management Resources:*

## EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

### *Management Resources:*

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

*Crisis Response Box, 2000*

#### **CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS**

*Active Shooter Awareness Guidance, February 2018*

*State of California Emergency Plan, 2017*

*School Emergency Response: Using SEMS at Districts and Sites, June 1998*

#### **FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS**

*National Incident Management System, 3rd ed., October 2017*

#### **CSBA PUBLICATIONS**

*Avian Influenza: Governance and Policy Services Fact Sheet, April 2006*

*911! A Manual for Schools and the Media During a Campus Crisis, 2001*

#### **CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS**

*Pandemic Influenza Planning Checklist, 2006*

#### **CONTRA COSTA COUNTY OFFICE OF EDUCATION**

*Pandemic Flu School Action Kit, June 2006*

#### **GOVERNOR'S OFFICE OF EMERGENCY SERVICES**

*School Emergency Response: Using SEMS at Districts and Sites, June 1998*

#### **U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

*Guide for Developing High-Quality School Emergency Operations Plans, 2013*

*Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003*

#### **WEB SITES**

CSBA: <http://www.csba.org>

American Red Cross: <http://www.redcross.org>

California Attorney General's Office: <http://oag.ca.gov>

California Department of Education, Crisis Preparedness: <http://www.cde.ca.gov/lr/ss/cp>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Federal Emergency Management Agency: <http://www.fema.gov>

Contra Costa County Office of Education, Pandemic influenza resources:

[http://www.cccoe.k12.ca.us/about/flu/resources\\_flu\\_action\\_kit](http://www.cccoe.k12.ca.us/about/flu/resources_flu_action_kit)

Federal Emergency Management Agency: <http://www.fema.gov>

U.S. Department of Education, Emergency Planning:

<http://www.ed.gov/admins/lead/safety/emergencyplan>

U.S. Department of Homeland Security: <http://www.dhs.gov>



## EMERGENCIES AND DISASTER PREPAREDNESS PLAN

### Components of the Plan

The Superintendent or designee shall ensure that district and school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff

*(cf. 3516.1 - Fire Drills and Fires)*

2. Earthquake or other natural disasters

*(cf. 3516.3 - Earthquake Emergency Procedure System)*

3. Environmental hazards, **such as leakages or spills of hazardous materials**

*(cf. 3514 - Environmental Safety)*

*(cf. 3514.2 - Integrated Pest Management)*

4. Attack or disturbance, or threat of attack or disturbance, by an individual or group

*(cf. 3515 - Campus Security)*

*(cf. 3515.2 - Disruptions)*

*(cf. 3515.7 - Firearms on School Grounds)*

*(cf. 5131.4 - Student Disturbances)*

5. Bomb threat or actual detonation

*(cf. 3516.2 - Bomb Threats)*

6. Biological, radiological, chemical, and other activities, or heightened warning of such activities

7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

*(cf. 5141.22 - Infectious Diseases)*

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment and identification of risks, **and implementation of strategies and measures to increase the safety and security of school facilities**

*(cf. 3513.3 - District Police/Security Department)*

*(cf. 3515 - Campus Security)*

*(cf. 3517 - Facilities Inspection)*

**EMERGENCIES AND DISASTER PREPAREDNESS PLAN** (continued)

*(cf. 3530 - Risk Management/Insurance)*

2. Instruction **for district staff** and ~~practice for~~ students and ~~employees~~ regarding emergency plans, including:
  - a. Training of staff in first aid and cardiopulmonary resuscitation
  - b. Regular practice of emergency procedures by students and staff

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
  - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
  - b. Individuals responsible for specific duties
  - c. Designation of the principal for the overall control and supervision of activities at each school during the emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
  - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
  - e. Assignment of responsibility for identification of injured persons and administration of first aid
4. Personal safety and security, including:
  - a. Identification of areas of responsibility for supervision of students
  - b. Procedures for evacuation of students and staff, including posting of evacuation routes
  - c. Procedures for release of students, including a procedure to release students when reference to the emergency card is not feasible

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

*(cf. 5142 - Safety)*

**EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)**

- d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

*(cf. 3543 - Transportation Safety and Emergencies)*

- e. Provision of a first aid kit to each classroom
- f. Arrangements for students and staff with special needs

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6464.6 – Identification and Education Under Section 504)*

- g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

*(cf. 4161.1/4361.1 - Personal Illness/ Injury Leave)*

*(cf. 4261.1 - Personal Illness/Injury Leave)*

*(cf. 5113 - Absences and Excuses)*

*(cf. 6183 - Home and Hospital Instruction)*

5. Closure of schools, including an analysis of:

- a. The impact on student learning and methods to ensure continuity of instruction
- b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

*(cf. 3516.5 - Emergency Schedules)*

6. Communication among staff, parents/guardians, the Board of Trustees, other governmental agencies, and the media during an emergency, including:

- a. Identification of spokesperson(s)

*(cf. 1112 - Media Relations)*

- b. Development and testing of communication platforms, such as hotlines, telephone trees, and web sites, **social media, and electronic notifications**

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 – District-Sponsored Social Media)*

**EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)**

- c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
  - d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
- 7. Cooperation with other state and local agencies, including:
  - a. Development of guidelines for law enforcement involvement and intervention
  - b. Collaboration with the local health department, including development of a tracking system to alert the local health department to a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

*(cf. 1400 - Relations between Other Governmental Agencies and the Schools)*

- 8. Steps to be taken after the disaster or emergency, including:
  - a. Inspection of school facilities
  - b. Provision of mental health services for students and staff, as needed

*(cf. 6164.2 - Guidance/Counseling Services)*

**The Superintendent or designee shall assemble key information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuation routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, and procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.**

## TRANSPORTATION ROUTES AND SERVICES

**The Superintendent or designee shall design transportation routes and stops within district boundaries that promote student safety, maximum efficiency in the use of buses, and decreased traffic in and around the schools.**

### **Routes and Bus Stops**

~~The Superintendent or designee shall design transportation routes and stops to promote the safety of students and maximum efficiency in the use of buses.~~

*(cf. 3510 - Green School Operations)*

*(cf. 3514 - Environmental Safety)*

*(cf. 3540 - Transportation)*

Students shall be eligible for transportation service to and from school if ~~they live outside Lincoln city limits and~~ if the distance between their school-established bus stop and the school is beyond the minimum listed below:

1. For elementary school students:  
  
Grades K-3: three-fourths mile  
Grades 4-8: one mile
2. For students attending a three-year middle school:  
  
Grades ~~7-9~~ 6-8: one mile
3. For students attending a four-year high school:  
  
Grades 9-12: two miles

The Superintendent or designee may authorize transportation within the walking distance when safety problems or hazards exist.

*(cf. 5142.2 - Safe Routes to School)*

~~Students who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.~~

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 5117.1 - Interdistrict Agreements)*

*(cf. 5117.2 - Alternative Interdistrict Attendance Program)*

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules and stops. **He/she may also** ~~and/or shall~~ arrange for local media to publish such information.

**TRANSPORTATION ROUTES AND SERVICES** (continued)

*(cf. 1112 - Media Relations)*

**Transportation Services**

With the Board of Trustees' authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code 39800)
2. Field trips and excursions (Education Code 35330)

*(cf. 3541.1 - Transportation for School-Related Trips)*

3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860)
4. District employees and parents/guardians traveling to and from educational activities authorized by the district (Education Code 39837.5)
5. Preschool or nursery school students (Education Code 39800)

*(cf. 5148.3 - Preschool/Early Childhood Education)*

6. Students traveling to full-time occupational classes provided by a Regional Occupational Program or Center (Education Code 39807.5, 41850)

*(cf. 6178.2 - Regional Occupation Center/Program)*

7. Students traveling to and from their places of employment during the summer in connection with a summer employment program for youth (Education Code 39837)
8. Matriculated or enrolled adults traveling to and from school, or adults for educational purposes other than to and from school (Education Code 39801.5)

*(cf. 6200 - Adult Education)*

9. Private school students, **upon the same terms**, in the same manner and on the same routes provided for district students (Education Code 39808)
10. Nonschool purposes as allowed by law, such as:
  - a. Community recreation (Education Code 39835)

**TRANSPORTATION ROUTES AND SERVICES (continued)**

- b. Public transportation (Education Code 39841)
- c. Transportation of government employees to and from their places of employment (Education Code 39840)

**Students who attend school outside of their school attendance area or district boundaries may be eligible for transportation services in accordance with district policy.**

*(cf. 5116.1- Intradistrict Open Enrollment)*  
*(cf. 5117 - Interdistrict Attendance)*

The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education programs or **Section 504 plan**. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4, **300.17, 300.34**)

*(cf. 3541.2 - Transportation for Students with Disabilities)*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

The Superintendent or designee shall provide transportation to homeless children in accordance with law, Board policy and administrative regulation. **When the student resides outside of district boundaries, the Superintendent or designee shall consult with the superintendent of the district of residence to apportion the responsibility and costs of transportation. (42 USC 11432)**

*(cf. 6173 - Education for Homeless Children)*

**The Superintendent or designee shall collaborate with the local child welfare agency to determine the provision, arrangement, and funding of transportation to enable foster youth to attend their school of origin when it is in the student's best interest to do so. (20 USC 6312)**

*(cf. 6173.1 - Education for Foster Youth)*

*Legal Reference: (see next page)*

## TRANSPORTATION ROUTES AND SERVICES (continued)

### *Legal Reference:*

#### EDUCATION CODE

10900.5 *Use of school buses for community recreation*

35330 *Excursions and field trips*

35350 *Authority to transport pupils*

39800-39809.5 *Transportation, general provisions, especially:*

39800 *Powers of governing board to provide transportation to and from school*

39801.5 *Transportation for adults*

39808 *Transportation for private school students*

39830-39842 *School buses, especially:*

39835 *Use of school buses for community recreation*

39837 *Transportation to summer employment program*

39837.5 *Transportation of employees, and parents/guardians, and adult volunteers to school activities*

39860 *Transportation to school activities*

41850-41857 *Allowances for transportation*

41860-41863 *Supplementary allowances for transportation*

48853.5 *Educational placement of students residing in licensed children's institutions*

#### CODE OF REGULATIONS, TITLE 5

15240-15244 *Allowances for student transportation, definitions*

#### UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities Education Act*

6312 *Transportation to maintain children in foster care in school of origin*

#### UNITED STATES CODE, TITLE 42

11432 *McKinney-Vento Homeless Assistance Act*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 *Equal opportunity under the Rehabilitation Act of 1973, Section 504*

300.17 *Free appropriate public education*

300.34 *special education related services*

### *Management Resources:*

#### CSBA PUBLICATIONS

*Special Education Pupil Transportation: Considerations in the Era of LCFF, Governance Brief,*

*April 2014*

#### WEB SITES

California Department of Education, Office of School Transportation:

<http://www.cde.ca.gov/ls/in/or/assignment.asp> ~~bus/index.html~~

Pupil Transportation Safety Institute: <http://www.ptsi.org>

Regulation  
approved: September 4, 2007  
revised: May 18, 2010  
revised: August 7, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
Lincoln, California



## STUDENT AND FAMILY PRIVACY RIGHTS

The Board of Trustees respect the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information. ~~The Superintendent or designee shall develop regulations to ensure compliance with law when the district requests, retains, discloses, or otherwise uses the personal information of its students and their families.~~

*(cf. 5020 - Parent Rights and Responsibilities*

*(cf. 5021 - Noncustodial Parents)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 6162.8 - Research)*

**The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)**

~~The regulations shall, at a minimum, address the following: (20 USC 1232h)~~

1. **College or other postsecondary education recruitment or military recruitment**  
~~Whether the district may collect the personal information of students for marketing or sale~~
2. **Book clubs, magazines, and programs providing access to low-cost literary products**  
~~How the district will administer surveys that may request information about the personal beliefs and practices of students and their families~~
3. **Curriculum and instructional materials used by elementary and secondary schools**  
~~The rights of parents/guardians to inspect:~~
  - a. ~~Survey instruments requesting information about their personal beliefs and practices or those of their children~~
  - b. ~~Instructional materials used as part of their children's educational curriculum~~
4. **Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such test and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments**  
~~Whether the district may administer any nonemergency invasive physical examination or screening~~
5. **The sale by students of products or services to raise funds for school-related or education-related activities**  
~~Notifications that the district will provide to students and parents/guardians with respect to their privacy rights~~

## STUDENT AND FAMILY PRIVACY RIGHTS (continued)

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

### 6. Student recognition programs

*(cf. 5126 - Awards for Achievement)*

~~The Superintendent or designee shall consult with parents/guardians regarding the development of the procedures. (20 USC 1232h)~~

~~*(cf. 0420 - School Plans/Site Councils)*~~

~~*(cf. 1220 - Citizen Advisory Committee)*~~

~~*(cf. 1230 - School Connected Organizations)*~~

**The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.**

#### *Legal Reference:*

##### EDUCATION CODE

**234.7 Student protections relating to immigration and citizenship status**

**49076.7 Privacy of student records; social security numbers**

**49450-49457 Physical examinations**

**49602 Confidentiality of ~~pupil~~ personal information received during counseling**

**51101 Parents Rights Act of 2002**

**51513 Test, questionnaire, survey, or examination concerning Personal beliefs**

**51938 Sexual Health And HIV/AIDS Prevention Education Act; notice and parental excuse**

##### UNITED STATES CODE, TITLE 20

**1232g Family Educational Rights and Privacy Act**

**1232h Protection of pupil rights**

#### *Management Resources:*

##### WEB SITES

CSBA: <http://www.csba.org>

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

U.S. Department of Education, Family Policy Compliance Office: <http://www.ed.gov/offices/OM/fpc/o/>

Policy  
adopted: September 4, 2007  
revised: December 16, 2014  
revised: August 7, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
Lincoln, California

## STUDENT AND FAMILY PRIVACY RIGHTS

### **Collection of Personal Information for marketing or Sale**

~~Personal information for marketing or sale means individually identifiable information including a student's or parent/guardian's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a social security identification number. (20 USC 1232h)~~

~~District staff shall not administer or distribute to students any survey instrument that is designed for the purpose of collecting personal information for marketing or sale.~~

~~Requirements regarding the collection of personal information for marketing or sale shall not apply to the collection, disclosure, or use of personal information collected from students for the purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following: (20 USC 1232h)~~

- ~~1. College or other postsecondary education recruitment or military recruitment~~
- ~~2. Book clubs, magazines, and programs providing access to low-cost literary products~~
- ~~3. Curriculum and instructional materials used by elementary and secondary schools~~
- ~~4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments~~

~~(cf. 6162.51 Standardized Testing and Reporting Program)~~

- ~~5. The sale by students of products or services to raise funds for school-related or education-related activities~~

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

- ~~6. Student recognition programs~~

~~(cf. 5126 Awards for Achievement)~~

### **Surveys Requesting Information about Beliefs and Practices**

A student's parent/guardian, **or a student who is an adult or emancipated minor**, shall provide prior written consent before the student is required to participate in a survey inquiring about one or more of the following: (Education Code 51513; 20 USC 1232h)

1. Political affiliations or beliefs of the student or his/her parent/guardian

**STUDENT AND FAMILY PRIVACY RIGHTS (continued)**

2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating or demeaning behavior
5. Critical appraisals of other individuals with whom student has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers
7. Religious practices, affiliations or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5148 - Child Care and Development)*

If a student participates in **such** a survey **requesting** ~~regarding~~ information about **personal** beliefs and practices, ~~as identified above~~, school officials and staff members shall not request or disclose the student's identity.

*(cf. 6162.8 - Research)*

Notwithstanding the above requirements **for prior written consent**, the district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about student attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, in writing, that their child not participate. (Education Code 51938)

**If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions. (Education Code 51514)**

**Parent/Guardian Access to Surveys and Instructional Materials**

The parent/guardian of any district student, upon his/her request, shall have the right to inspect: (Education Code 51938; 20 USC 1232h)

**STUDENT AND FAMILY PRIVACY RIGHTS (continued)**

1. A survey or other instrument to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices
2. Any instructional material to be used as part of his/her child's educational curriculum

*(cf. 5020 - Parent Rights and Responsibilities)*

Within a reasonable period of time after receiving a parent/guardian's request, the principal or designee shall permit the parent/guardian to view the survey or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

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

No student shall be subject to penalty for his/her parent/guardian's exercise of any of the rights stated above.

~~Notwithstanding the above requirements, the district may administer to students in grades 7-12, anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about the student's attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request that their child not participate. (Education Code 51938)~~

**Exceptions to Collection of Personal Information**

~~Any district restriction regarding collection of personal information shall not apply to the collection, disclosure, or use of personal information collected from students for the purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following: (20 USC 1232h)~~

- ~~1. College or other postsecondary education recruitment or military recruitment~~
- ~~2. Book clubs, magazines, and programs providing access to low-cost literary products~~
- ~~3. Curriculum and instructional materials used by elementary and secondary schools~~
- ~~4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments~~
- ~~5. The sale by students of products or services to raise funds for school-related or education-related activities~~

**STUDENT AND FAMILY PRIVACY RIGHTS (continued)**

*(cf. 1321—Solicitation of Funds from and by Students)*

6.—— Student recognition programs

*(cf. 5126—Awards for Achievement)*

**Health Examinations**

Authorized school officials may administer to any physical examination or screening permitted under California law. However, no student shall be **subjected** to a non-emergency, invasive physical examination without prior written notice to his/her parent/guardian, **unless an applicable state law authorizes the student to provide consent without parent/guardian notification.** (20 USC 1232h)

*Invasive physical examination* means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion or injection into the body, but does not include a properly authorized hearing, vision or scoliosis screening. (20 USC 1232h)

*(cf. 5131.61 - Drug Testing)*

*(cf. 5141.21 – Administering Medication and Monitoring Health Conditions)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.32 – Health Screening for School Entry)*

*(cf. 5141.6 – School Health Services)*

**Notifications**

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this ~~policy and administrative regulation~~ **and the accompanying Board policy**
3. The specific or approximate dates during the school year when the following activities are scheduled:
  - a. Survey requesting personal information
  - b. Physical exams or screenings
  - c. Collection of personal information from students for marketing or sale

**STUDENT AND FAMILY PRIVACY RIGHTS (continued)**

Prior to administering anonymous and voluntary surveys regarding health risks and behaviors to students in grades 7-12, the district shall provide parents/guardians with written notice that the survey is to be administered. (Education Code 51938)

Parents/guardians shall also be notified of any substantive change in this policy and administrative regulation within a reasonable period of time after adoption of the change. (20 USC 1232h)

*(cf. 5145.6 - Parental Notifications)*

Regulation  
approved: September 4, 2007  
revised: December 16, 2014  
revised: August 7, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
Lincoln, California

**PARENTAL NOTIFICATIONS**

The Board of Trustees **desires to promote** ~~recognizes that notifications are essential to~~ effective communication between the school and the home **and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians.** The Superintendent or designee shall send parents/guardians and students all notifications required by law, ~~including notifications about their legal rights,~~ and any other notifications he/she believes will promote parental understanding and involvement.

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5022 - Student and Family Privacy Rights)*

*(cf. 6020 - Parent Involvement)*

**Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)**

~~The Superintendent or designee shall ensure that notifications which must be sent at the beginning of each academic year include a request that the parent/guardian sign the notice and return it to the school. (Education Code 48981, 48982)~~

**No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)**

~~Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law. Whenever an employee learns that a student's parent/guardian is for any reason unable to understand the district's printed notifications, the principal or designee shall work with the parent/guardian to establish other appropriate means of communication.~~

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

*(cf. 6174 - Education for English Language Learners)*

**Whenever a student enrolls in a district school during the school year, his/her parents/guardians shall be given all required parental notifications at that time.**



**PARENTAL NOTIFICATIONS (continued)**

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, he/she shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

*Legal Reference:*EDUCATION CODE*221.5 Prohibited sex discrimination**231.5 Sexual harassment policy**234.7 Student protections relating to immigration and citizenship status**262.3 Appeals for discrimination complaints; information regarding availability of civil remedies**310 Language acquisition programs ~~Structured English Immersion Program~~**313 Reclassification of English learners, parental consultation**313.2 Long-term English learner, notification**440 English language proficiency assessment; instruction in English language development**8483 Before/after school program; enrollment priorities**17288 Building standards for university campuses ~~Pupils; school buildings~~**17612 Notification of pesticide use**32221.5 Insurance for athletic team members**32255-32255.6 Right to refuse harmful or destructive use of animals**32390 Fingerprint program; contracts; funding; consent of parent/guardian**33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act**35160.5 Extracurricular and cocurricular activities**35178.4 Notice of accreditation status**35182.5 Advertising in the classroom**35183 School dress codes; uniforms**35186 Complaints concerning deficiencies in instructional materials and facilities**35211 Driver training; district insurance, parent/guardian liability**35256 School Accountability Report Card**35258 School Accountability Report card**35291 Rules for student discipline**37616 Consultation regarding year-round schedule**39831.5 School bus rider rules and information*

*Legal Reference continued: (see next page)*

**PARENTAL NOTIFICATIONS (continued)***Legal Reference: (continued)*

**44050 Employee codes of conduct, employee interactions with students**  
 44808.5 Permission to leave school grounds  
 46010.1 Notice ~~regarding~~-excuse to obtain confidential medical services  
 46014 Regulations regarding absences for religious purposes  
 46600-46611 Interdistrict attendance agreements especially:  
~~46601 Failure to approve interdistrict attendance~~  
 48000 Minimum age of admission pedestal  
 48070.5 Promotion or retention of students  
**48204 Residency requirements**  
 48205 Absence for personal reasons  
 48206.3 Pupils with temporary disabilities; individual instruction; definitions  
~~48207-48208 Pupils~~ **Students** with temporary disabilities in hospitals ~~outside of school district~~  
~~48208 Students with temporary disabilities in qualifying hospitals~~  
 48213 **Prior notice of** ~~E~~exclusions from attendance  
 48216 Immunization  
 48260.5 Notice ~~to parent~~ regarding truancy  
**48262 Need for parent conference regarding truancy**  
 48263 Referral to ~~SARB~~ **school attendance review board** or probation department  
~~48432.5 Involuntary transfers of pupils~~  
**48301 Interdistrict transfers**  
**48350-48361 Open Enrollment Act**  
 48354 Option to transfer from school identified under Open Enrollment Act  
 48357 Status of application for transfer from school identified under Open Enrollment Act  
 48412 Certificate of proficiency  
 48432.3 Voluntary enrollment in continuation education  
 48432.5 Involuntary transfers of students  
**48850-48859 Education of foster youth and homeless students**  
**48900.1 Parental attendance required after suspension**  
 48904 Liability of parent/guardian for willful pupil misconduct  
 48904.3 Withholding grades, diplomas, or transcripts  
 48906 Notification of release of pupil to peace officer  
 48911 Notification in case of suspension  
**48911.1 Assignment to supervised suspension classroom**  
 48912 Closed sessions; consideration of suspension  
 48915.1 Expelled individuals: enrollment in another district  
 48916 Readmission procedures  
 48918 Rules governing expulsion procedures  
**48909 Transfer of student convicted of violent felony or misdemeanor**  
 48980 Required notification at beginning of term  
 48980.3 Notification of pesticide use  
 48981 Time and means of notification  
**48982 Parent signature acknowledging receipt of notice** ~~Signature; return to school; effect of signature~~  
 48983 Contents of notice  
 48984 Activities prohibited unless notice given  
 48985 Notices to parents in language other than English  
 48987 Child abuse information  
**49013 Use of uniform complaint procedures for complaints regarding student fees**  
 49063 Notification of parents of their rights

*Legal Reference continued: (see next page)*

**PARENTAL NOTIFICATIONS (continued)***Legal Reference: (continued)*

- ~~49067 Student evaluation; student in danger of failing course Regulations regarding pupil's achievement~~
- ~~49068 Transfer of permanent enrollment and scholarship record~~
- ~~49069 Absolute right to access~~
- ~~49070 Challenging content of records~~
- ~~49073 Release of directory information~~
- 49073.6 Student records, social media**
- ~~49076 Access to student records~~
- ~~49077 Access to information concerning a student in compliance with court order~~
- ~~49091.14 Prospectus~~
- ~~49302 Parental consent~~
- ~~49332 Notifications of retention of object by school personnel; release~~
- ~~49403 Cooperation in control of communicable disease and immunization~~
- ~~49423 Administration of prescribed medication for pupil~~
- ~~49451 Physical examinations: parent's refusal to consent~~
- ~~49452.5 Screening for scoliosis~~
- 49452.7 Information on type 2 diabetes**
- 49452.8 Oral health assessment**
- ~~49456 Results of vision or hearing test Report to parent~~
- 49471-49472 Insurance**
- ~~49472 Medical and hospital services for pupils~~
- 49475 Student athletes; concussions and head injuries**
- ~~49480 Continuing medication regimen for nonepisodic conditions~~
- ~~49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970~~
- 49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account**
- 51225.1 Exemption from district graduation requirements**
- 51225.2 Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students**
- 51225.3 Graduation requirements; courses that satisfy college entrance criteria**
- 51229 Course of study for grades 7-12**
- ~~51513 Personal beliefs; privacy~~
- ~~51938 Right of parent/guardian notice HIV/AIDS and sexual health instruction~~
- 52164 Language census**
- ~~52164.1 Census-taking methods; determination of primary language; assessment of language skills~~
- ~~52164.3 Notice of Reassessment of English learners; notification of results language skills~~
- ~~52173 Consultation with parents or guardians; notice to parents or guardians; withdrawal of pupil~~
- ~~52244 Advanced Placement Program~~
- ~~54444.2 Migrant education programs; parent involvement~~
- ~~56301 Child-find system; policies re: written notification rights~~
- ~~56321 Special education: proposed assessment plan~~
- 56321.5-56321.6 Notice of parent rights pertaining to special education**
- ~~56329 Written notice of right to findings; independent assessment~~
- ~~56341 Individualized education program team~~
- 56341.1 Development of individualized education program; right to audio record meeting**
- ~~56341.5 Individualized education program team meetings~~
- ~~56343.5 IEP-Individualized education program meetings~~
- ~~56346 Parental notice and consent to special education program~~
- 56521.1 Behavioral intervention**

*Legal Reference continued: (see next page)*

**PARENTAL NOTIFICATIONS (continued)***Legal Reference: (continued)**58501 Alternative schools: notice required prior to establishment**60615 Exemption from state assessment**60641 California Assessment of Student Performance and Progress Standardized Testing and Reporting Program**60850 High School Exit Examination**69432.9 Submission of grade point average to Cal Grant program***CIVIL CODE***1798.29 District records, breach of security***HEALTH AND SAFETY CODE***1596.857 Right to enter child care facility**104420 Tobacco use prevention**104855 Availability of topical fluoride treatment**116277 Lead testing of school drinking water**120365-120375 Immunizations**120370 Immunizations**120375 Immunizations**120440 Sharing immunization information**124085 Certificate of receipt; health screening and evaluation services; waiver by parent/guardian**124100-124105 Health screening and immunizations School districts and private schools; information to parents***PENAL CODE***626.81 Notice of permission granted to sex offender to volunteer on campus**627.5 Hearing request following denial or revocation of registration***WELFARE AND INSTITUTIONS CODE***18976.5 Parental notice; right of refusal to participate***CODE OF REGULATIONS, TITLE 5***852 Exemptions from state assessments**863 Reports of state assessment results Standardized Testing and Reporting Program**3052 Behavioral intervention**3831 General standards (Gifted and Talented Program)**4622 Notification of uniform complaint procedures Notice requirements and recipients**4631 Responsibilities of the local agency**4702 Student transfer from school identified under Open Enrollment Act**4917 Notification of sexual harassment policy**11303 Reclassification of English language learners**11309 Parental exception waivers**11523 Notice of proficiency examinations**18066 Policies and procedures absences for Child care policies regarding excused and unexcused absences**18094-18095 Notice of Action; child care services**18114 Notice of delinquent fees; child care services**18118-18119 Notice of Action; child care services***CODE OF REGULATIONS, TITLE 17***2951 Hearing tests**6040 Time period to obtain needed immunizations***UNITED STATES CODE, TITLE 20***1232g Family Educational and Privacy Rights Act**1232h Privacy rights**1415 Procedural safeguards**Legal Reference continued: (see next page)*

## **PARENTAL NOTIFICATIONS (continued)**

### *Legal Reference: (continued)*

~~1681-1688 Title IX, discrimination based on sex or blindness~~  
6311 State plans  
6312 Local education agency plans  
~~6316 Academic assessment and local education agency school improvement~~  
6318 Parental and family engagement involvement  
7908 Armed forces recruiter access to students  
UNITED STATES CODE, TITLE 42  
1758 Child nutrition programs  
11431-11435 McKinney-Vento Homeless Assistance Act  
~~2000d-2000d 7, Title VI, Civil Rights Act of 1964~~  
CODE OF FEDERAL REGULATIONS, TITLE 7  
245.5 Eligibility criteria for free and reduced-price meals  
245.6a Verification of eligibility for free and reduced-price meals  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.7 Student records, annual notification  
99.30 Disclosure of personally identifiable information  
99.34 Student records, disclosure to other educational agencies  
99.37 Disclosure of directory information  
104.32 District responsibility to provide free appropriate public education  
104.36 Procedural safeguards  
104.8 Nondiscrimination  
106.9 Dissemination of policy, nondiscrimination on basis of sex  
200.48 Teacher qualifications  
300.300 Parent consent for special education evaluation  
300.502 Independent educational evaluation of student with disability  
300.503 Prior written notice regarding identification, evaluation, or placement of student with disability  
300.304 Procedural safeguards notice for students with disabilities  
~~300.505 Parental consent~~  
~~300.507 Parent notice due process hearing~~  
300.508 Due process complaint  
~~300.523 Manifestation determination review~~  
300.530 Discipline procedures  
CODE OF FEDERAL REGULATIONS, TITLE 40  
763.84 Asbestos inspections, response actions and post-response actions  
763.93 Asbestos Management plans

### *Management Resources:*

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS  
*Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017*  
Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005  
WEB SITES  
*U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>*

Policy  
adopted: October 21, 2008  
revised: August 19, 2014  
revised: August 7, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
Lincoln, California

**PARENTAL NOTIFICATIONS**

**Cautionary Notice:** Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2017 (AB 97, Ch. 14, Statutes of 2017) extends the suspension of these requirements through the 2017-18 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u></b>			
<b>Beginning of each school year</b>	<b>Education Code 234.7</b>	<b>BP 0410</b>	<b>Right to a free public education regardless of immigration status or religious beliefs</b>
Beginning of each school year	Education Code 310	BP 6174 AR 6142.2	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
<b>Beginning of each school year</b>	<b>Education Code 44050</b>	<b>BP 4119.21 4219.21 4319.21</b>	<b>Code of conduct addressing employee interactions with students</b>
Beginning of each school year	Education Code 46010.1	<del>BP</del> AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school Year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
Beginning of each school year	Education Code 48980, 231.5 5 CCR 4917	AR 5145.7	Copy of Sexual harassment policy as related to students
Beginning of each school Year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 44980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	<del>AR</del> BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school Year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/ credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/ hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School Immunizations program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u></b> (continued)			
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	Education Code 49520, 48980 42 USC 1758; 7 CFR 245.5	AR 3553	<b>Eligibility and application process for Free and reduced price meals</b>
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school Year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment



**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if districts receives Title I funds	20 USC 6312 34 UFR 200.61	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each School year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
<b>Beginning of each school</b>	<b>USDA SP-23-2017</b>	<b>AR 3551</b>	<b>District policy on meal Payments</b>
<b>II. <u>At Specific Times During the Student's Academic Career</u></b>			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if the school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration, in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. <u>At Specific Times During the Student's Academic Career</u> (continued)</b>			
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students entering grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes.
When in kindergarten or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, <b>CDE</b> Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education; right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. <u>At Specific Times During the Student's Academic Career</u> (continued)</b>			
When child is enrolled in kindergarten	Health & Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11 and 12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent
<b>III. <u>When Special Circumstances Occur</u></b>			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b><u>III. When Special Circumstances Occur</u></b>			
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic Teams	Education Code 32221.5	AR 5143	Offer of insurance, no-cost and low-cost program options
<b>Annually to parents/guardians of student athletes before they participate in competition</b>	<b>Education Code 33479.3</b>	<b>AR 6145.2</b>	<b>Information on sudden cardiac arrest</b>
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP <del>3442</del> <b>3312</b>	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a your-round schedule	Education Code 37616	BP 6117	Public hearing on your-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting a truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
<b>Within 10 days of negative Balance in meal account</b>	<b>Education Code 49557.5</b>	<b>AR 3551</b>	<b>Negative balance in meal account; encouragement to Apply for free or reduced-price meals</b>

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
<del>To person holding educational rights;</del> Within 30 days of foster youth's homeless youth, or former juvenile court school student, <b>or child of military family</b> being transferred between high schools	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV-prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Healthy & Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When sharing student immunization information with an immunization system	Health & Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency; acceptable use of the information; right to examine; right to refuse to share



**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to Complaint re: discrimination special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
For schools receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English exit requirements, right to choose other program

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6316	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 246.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers Out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
<b>IV. Special Education Notices</b>			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, Prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who <b>will attend in-attendance</b> , participation of others with special knowledge, transition statements if appropriate

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices</b> (continued)			
When parent orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation or placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c) 34 CFR 300.300 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k) 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
<b>V. Classroom Notices</b>			
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaint rights re: sufficiency instructional materials, teacher vacancy and misassignment, maintenance of facilities

Exhibit  
 version: October 21, 2008  
 revised: September 4, 2012  
 revised: March 17, 2015  
 revised: January 19, 2016  
 revised: January 17, 2017  
 revised: December 5, 2017  
 revised: August 7, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
 Lincoln, California