

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

**MEMBERS OF THE GOVERNING BOARD**

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

**DISTRICT ADMINISTRATION**

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

<b>School</b>	<b>CALPADS</b>	<b>4/4/2019</b>	<b>5/10/2019</b>
Sheridan Elementary (K-5)	56	56	56
First Street Elementary (K-5)	439	439	441
Carlin C. Coppin Elementary (K-5)	444	452	448
Creekside Oaks Elementary (K-5)	589	620	626
Twelve Bridges Elementary (K-5)	644	647	647
Foskett Ranch Elementary (K-5)	412	422	422
Lincoln Crossing Elementary (K-5)	666	671	671
Glen Edwards Middle School (6-8)	869	869	866
Twelve Bridges Middle School (6-8)	796	803	806
Lincoln High School (9-12)	2,004	1,999	1,988
Phoenix High School (10-12)	100	82	81
SDC Program (18-22)	14	10	9
<b>TOTAL</b>	<b>7033</b>	<b>7,070</b>	<b>7,061</b>

**SDC Pre-School**

Carlin C. Coppin	0
Foskett Ranch	31
First Street/LIP	15

**Parent Education**

Continuing Educ. Classes	16
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**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

**May 21, 2019**

First Street Elementary School – Multi-Purpose Room

1400 First 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.

### 6:00 P.M. START

1. **CALL TO ORDER** – First Street Elementary School – Multi-Purpose 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.

### 6:05 P.M.

3. **CLOSED SESSION** – First Street Elementary School – Staff Room
  - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**  
Bargaining groups: WPTA & CSEA Negotiations  
Agency Negotiators:  
~Scott Leaman, Superintendent  
~Kerry Callahan, Deputy Superintendent of Educational Services  
~Gabe Simon, Assistant Superintendent of Personnel Services  
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
  - 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477
  - 3.3 **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**  
New High School Property APN: 329-020-041, APN: 329-020-043, APN 329-020-019
  - 3.4 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
    - a. Student Discipline – Stipulated Expulsion Student #18-19-J
    - b. Student Discipline – Stipulated Expulsion Student #18-19-K
  - 3.5 **PERSONNEL**  
Public Employee Employment/Discipline/Dismissal/Release



## Regular Meeting of the Board of Trustees

May 21, 2019

### Agenda

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#### 7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – First Street Elementary School - Multi-Purpose Room  
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

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

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

4.2 **Page 11 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

4.3 **Page 12 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

New High School Property APN: 329-020-041, APN: 329-020-043, APN 329-020-019

4.4 **Page 13-14 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**

a. Student Discipline – Stipulated Expulsion Student #18-19-J

b. Student Discipline – Stipulated Expulsion Student #18-19-K

4.5 **Page 15 - PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

*Roll call vote:*

5. **Page 17-22 - SPECIAL ORDER OF BUSINESS**

a. School Being Featured: First Street Elementary School

b. District will Honor:

- *Retirees*
- *Employees of the Year*
- *Teachers of the Year*

6. **Page 24-120 - 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.

6.1 Certificated Personnel Report

6.2 Classified Personnel Report

6.3 Ratification of Contract with AMF Rocklin Lanes and Glen Edwards Middle School

## Regular Meeting of the Board of Trustees

May 21, 2019

### Agenda

- 6.4 Approve Agreement for Fiscal Budget Services between School Services of California, Inc., and WPUSD
- 6.5 Ratification of Contract with Placer County Office of Education and WPUSD
- 6.6 Disposal of Surplus Items
- 6.7 Approval of 2019-2020 Contract with Odysseyware
- 6.8 Approval of 2019-2020 Contract with Turnitin LLC
- 6.9 Approval of 2019-2020 Contract with Schoology
- 6.10 Approval of 2019-2020 Contract with Rosetta Stone Ltd. for First Street Elementary School GATE Program
- 6.11 Approval of 2019-2020 Contract with Rosetta Stone Ltd. for English Learners
- 6.12 Approval of 2019-2020 Contract with PCOE for Work Experience Education
- 6.13 Approval of 2019-2020 Contract with PCOE for CTE Career Specialist
- 6.14 Approval of 2019-2020 Contract with Illuminate Education, Inc.
- 6.15 Ratification of Contract with Carin Contreras
- 6.16 Ratification of 2019-2020 Contract with 2 Teach, LLC
- 6.17 Approval of 2019-2020 Contract with MCT Vision Screening
- 6.18 Approval of 2019-2020 Contract with AVID
- 6.19 Ratification of Contract with Pacific Environmental Education Center and Foskett Ranch Elementary
- 6.20 Ratification of Contract – Hyatt Regency Sacramento for LHS Senior & Junior Prom on April 25, 2020
- 6.21 Student Discipline – Stipulated Expulsion Student #18-19-J
- 6.22 Student Discipline – Stipulated Expulsion Student #18-19-K
- 6.23 Approve Schools Insurance Group Joint Powers Agreement

*Roll call vote:*

### 7. 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.

### 8. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Lindsey Ridgway
- Western Placer Teacher's Association – Tim Allen
- Western Placer Classified Employee Association – Jim Houck
- Superintendent – Scott Leaman

### 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 Information/ **Page 122 – WESTERN PLACER UNIFIED SCHOOL DISTRICT –**  
Discussion **ELECTION ANALYSIS OF MEASURE H BOND – NOVEMBER 6,**  
**2018 – Kilpatrick (18-19 G & O Component I, II, III, IV, V)**



## Regular Meeting of the Board of Trustees

May 21, 2019

### Agenda

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- Unfortunately Measure H was unsuccessful in passing in the November 2018 election. Administration has requested an election comparison analysis of Measure H to the Measure N (passing in 2016), Measure A (passing in 2014) and Measure J (not passing in 2010).

**9.2 Information/ Discussion** **Page 145 – MAY REVISION – UPDATE OF 2019-20 GOVERNOR’S PROPOSED STATE BUDGET - Kilpatrick** (18-19 G & O Component I, II, III, IV, V)

- On May 10, 2019, Governor Newsom released his May Revision to the proposals for the 2019-20 State Budget. The May Revision is a statutory opportunity for the Governor to recast his proposals in light of the latest economic data.

**9.3 Action** **Page 146 –APPROVE ESTABLISHMENT OF ATLAS LEARNING ACADEMY AND APPROVE APPLICATION TO CALIFORNIA DEPARTMENT OF EDUCATION FOR COUNTY-DISTRICT-SCHOOL - Kilpatrick** (18-19 G & O Component I, II, III, IV, V)

- ATLAS Learning Academy serves K-12 students using a hybrid teaching model designed to provide customized and active learning emphasizing high academic achievement, leadership, character development, and outdoor education/project based learning and teamwork.

**9.4 Action** **Page 150 – CONSIDER APPROVAL OF THE DISTRICT CALENDAR FOR THE 2020-2021 SCHOOL YEAR AND TENTATIVE AGREEMENT - Simon** (18-19 G & O Component I, II, III, IV, V)

- A tentative agreement has been reached between the Western Placer Unified School District and the Western Placer Teachers Association on the portion of Article XV – Work Year as it relates to the 2020-2021 District calendar.

**9.5 Information/ Discussion/ Action** **Page 153 – RENAMING OF TWELVE BRIDGES HIGH SCHOOL - Leaman** (18-19 G & O Component I, II, III, IV, V)

- Over multiple meetings, the Board has considered the renaming of Twelve Bridges High School. The Board selected 9 names for public input and has heard from multiple individuals at Board meetings. The Board requested input from the Lincoln Police Department regarding the safety of having multiple schools with a similar name in close proximity.

**9.6 Information/ Discussion** **Page 156 – NEW HIGH SCHOOL COLORS/MASCOT - Leaman** (18-19 G & O Component I, II, III, IV, V)

- Colors of buildings, school colors, and mascots typically do not require Board action. However, due to the fact this is our first high school opening in 112 years, potential colors will be shared with the Board with a complementary mascot.

## Regular Meeting of the Board of Trustees

May 21, 2019

### Agenda

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#### 9.7 Action

#### **Page 157 - ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** (18-19 G & O Component I, II, III, IV, V)

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

- BP 1312.3 – Uniform Complaint Procedures
- AR/E (1)(2)(3)(4) 1312.4 – Williams Uniform Complaint Procedures
- BP/AR 5117 – Interdistrict Attendance
- AR 5125.2 – Withholding Grades, Diploma or Transcripts
- BP 5127 – Graduation Ceremonies and Activities
- E 5145.6 – Parental Notifications
- AR 5148 – Child Care and Development

### 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

#### 10.2 BOARD MEMBER REPORTS/COMMENTS

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

The President will establish the following meeting(s):

- **June 4, 2019** 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln High School Theater, 790 J Street, Lincoln
- **June 18, 2019** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room
- **July 2, 2019** 7:00 P.M., Special Meeting of the Board of Trustees – Lincoln High School Theater, 790 J Street, Lincoln

### 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: **First Street Elementary School – Staff Room**

Date: **Tuesday, May 21, 2019**

Time: **6:05 P.M.**

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



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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Kerry Callahan, Deputy Superintendent of  
Educational Services

Gabe Simon, Assistant Superintendent  
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent  
Business and Operations

**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:**

May 21, 2019

**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, Deputy Superintendent of  
Educational Services

**ENCLOSURES:**

No

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**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 TRUSTEE MEETING FACT SHEET**

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

CONFERENCE WITH REAL PROPERTY  
NEGOTIATORS

**AGENDA ITEM AREA:**

Closed Session

**REQUESTED BY:**

Scott Leaman, Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustee will disclose any action taken in closed session in regard Real Property (Parcel: 329-020-043, 329-020-041 & 329-020-019)

**RECOMMENDATION:**

Administration recommends the Board of Trustee disclose action taken in closed session in regard to Real Property.

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Student Discipline  
Stipulated Expulsion  
Student #18-19-J

**AGENDA ITEM AREA:**

Closed Session

**REQUESTED BY:**

Chuck Whitecotton  
District Hearing Officer

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #18-19-J.

**RECOMMENDATION:**

The Administration recommends the Board of Trustees disclose approve the Stipulated Expulsion of Student #18-19-J

wp/rk/factform



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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Student Discipline  
Stipulated Expulsion  
Student #18-19-K

**AGENDA ITEM AREA:**

Closed Session

**REQUESTED BY:**

Chuck Whitecotton  
District Hearing Officer

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #18-19-K.

**RECOMMENDATION:**

The Administration recommends the Board of Trustees disclose approve the Stipulated Expulsion of Student #18-19-K.

wp/rk/factform

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

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

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**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:**

May 21, 2019

**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.

# **SPECIAL ORDER OF BUSINESS**



**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:**

Featured School:  
First Street Elementary School

**AGENDA ITEM AREA:**

Special Order of Business

**REQUESTED BY:**

Scott Leaman,  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL VOTE:**

No

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**BACKGROUND:**

First Street Elementary School will share a short presentation to the Board of Trustees.

**RECOMMENDATION:**

# First Street School

Western Placer Unified School District  
"Excellence in Education"



## 5/21/19 Board Meeting First St. School "Highlights" "Parents, Programs, & Pupils"

- 1) **First St. School CHAMPS PTC Presentation** (Wendi Pineschi, Lisa Chandra, & Vicki Vineyard – PTC Board Members)
  - a. PTC Hosted School Events
  - b. Fundraising
  - c. Contributions to First St. School
- 2) **PBIS** (Sue Wagner – Team Lead)
  - a. What is PBIS?
  - b. Why PBIS?
  - c. Our **B.E.E.P** Rules
  - d. How will we positively encourage and support our First St. kids?
- 3) **Roadrunner Ambassadors** (Student Representatives & Tracy Pellegrino – Club Advisor)
  - a. Who we are...
  - b. What we do...
  - c. How we serve...

1400 First Street  
Lincoln, CA 95648

*Rey Cubias, Principal*

Phone: (916) 645-6330  
Fax: (916) 645-6284

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

District Will Honor:

- Retirees
- Employees of the Year
- Teachers of the Year

**AGENDA ITEM AREA:**

Special Order of Business

**REQUESTED BY:**

Scott Leaman,  
Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustees would like to recognize the following:

- *Retirees*
- *Classified Employees of the Year*
- *Teachers of the Year*

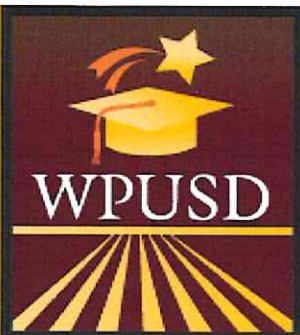
**RECOMMENDATION:**

The Administration recommends the recognition.



## RETIREES

- \* Debra Azar
- \* Susan Beir
- \* Kerry Beltram
- \* Susan Carlton
- \* Lynne Emmerling
- \* Debra Freid
- \* Cathy Garcia
- \* Lori Harris
- \* Rosemary Knutson
- \* Roberta "Nancy" Lopez
- \* Sheri Stone



# WESTERN PLACER UNIFIED SCHOOL DISTRICT

## *Honoring Retirees Please Join Us*

*The Western Placer Unified School District would like to invite you to the Board of Trustee Meeting on Tuesday, May 21, 2019 where we plan to honor you for your years of dedicated service to the students of WPUSD. Please feel free to bring any friends or family members to the meeting.*

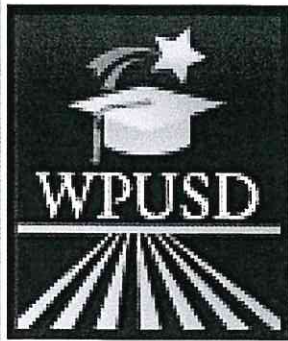
**Date: May 21, 2019**

**Time: 7:00 p.m.**

**First Street Elementary School  
1400 First Street, Lincoln**



**You  
Are  
Invited**



**WESTERN PLACER  
UNIFIED SCHOOL DISTRICT**

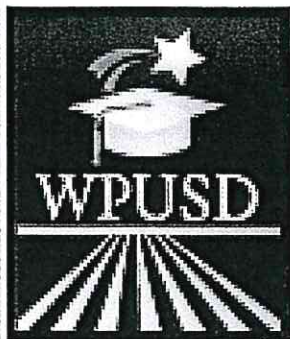
**PLEASE JOIN US FOR A  
SPECIAL RECOGNITION**

We would like to give you a special invitation to attend the Board of Trustee Meeting.

It will be held Tuesday,  
May 21, 2019, 7:00 p.m. at  
First Street Elementary School  
1400 First Street, Lincoln.  
You will be recognized as  
**Department Employee**  
of the Year for  
2018-2019.



**You  
Are  
Invited**



**WESTERN PLACER  
UNIFIED SCHOOL DISTRICT**

**PLEASE JOIN US FOR A  
SPECIAL RECOGNITION**

We would like to give you a  
special invitation to attend the  
Board of Trustee Meeting.

It will be held Tuesday,  
May 21, 2019, 7:00 p.m. at  
First Street Elementary School  
1400 First Street, Lincoln.  
You will be recognized as  
Teacher of the Year for  
2019



**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**

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
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4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

**SUBJECT:**

Certificated 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:**

May 21, 2019

**ROLL CALL REQUIRED:**

Yes

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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**

**May 21, 2019**

**CERTIFICATED/MANAGEMENT**

**NEW HIRES/REHIRE:**

1. Name: Lindsay Storment  
Position: 5th grade  
FTE: 1.0  
Effective: July 1, 2019  
Site: Foscett Ranch
  
2. Name: Karla Noyes  
Position: 2nd grade  
FTE: 1.0  
Effective: July 1, 2019  
Site: Lincoln Crossing Elementary

**REQUEST FOR LEAVE OF ABSENCE:**

1. Name: Alyeska Derry  
Position: Speech-Language Pathologist  
FTE: 1.0  
Effective: September 19, 2019  
Site: Lincoln Crossing Elementary

**RESIGNATIONS:**

1. Name: Chris Landon  
Position: Math  
FTE: 1.0  
Effective: June 30, 2019  
Site: LHS
  
2. Name: Jamie Watkins  
Position: RSP Teacher - K-5  
FTE: 1.0  
Effective: June 7, 2019  
Site: Carlin C. Coppin

**RETIREMENTS:**

None



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

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

**DISTRICT GLOBAL GOALS**

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


**SUBJECT:**

Classified Personnel Report

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Gabriel Simon   
Assistant Superintendent of Personnel Services

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

General Fund/Categorical

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

Yes

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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**

**May 21, 2019**

**CLASSIFIED/MANAGEMENT**

**NEW HIRES:**

- |    |           |                                   |                                |
|----|-----------|-----------------------------------|--------------------------------|
| 1. | Name:     | Maria Workman                     | Effective: 5/14/19             |
|    | Position: | Paraprofessional Phys. Hlth. Care | Site: Foskett Ranch Elementary |
|    | FTE:      | 5.66 Hours/5 Days a week          | New Position                   |
|    | Days:     | 10 Months/Year                    |                                |
|    |           |                                   |                                |
| 2. | Name:     | Yessenia Chavez Morales           | Effective: 5/14/19             |
|    | Position: | Paraprofessional Phys. Hlth. Care | Site: Foskett Ranch Elementary |
|    | FTE:      | 5.5 Hours/4 Days a week Tues-Fri  | New Position                   |
|    | Days:     | 10 Months/Year                    |                                |
|    |           |                                   |                                |
| 3. | Name:     | Nora Davis                        | Effective: 5/13/19             |
|    | Position: | Paraprofessional Phys. Hlth. Care | Site: Lincoln High             |
|    | FTE:      | 3.66 Hours/5 Days a week          | Replacement                    |
|    | Days:     | 10 Months/Year                    |                                |

**REHIRE:** None

**TRANSFER/PROMOTION:**

- |    |           |                                   |                                  |
|----|-----------|-----------------------------------|----------------------------------|
| 1. | Name:     | Maha Peterson                     | Effective: 2019-2020 School Year |
|    | Position: | Paraprofessional Phys. Hlth. Care | Site: Creekside Oaks Elementary  |

**ADDITIONAL POSITION:** None

**RESIGNATIONS:**

- |    |           |                    |                                 |
|----|-----------|--------------------|---------------------------------|
| 1. | Name:     | Maha Peterson      | Effective: 6/7/19               |
|    | Position: | Instructional Aide | Site: Creekside Oaks Elementary |

**RETIREMENTS:** None

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

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

## DISTRICT GLOBAL GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
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 AMF Rocklin Lanes  
And Glen Edwards Middle School

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent of  
Business and Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

Site Funds/Donations

### MEETING DATE:

May 21, 2019

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

The attached contract is for services with AMF Rocklin Lanes and Glen Edwards Middle School for a school field trip to AMF Rocklin Lanes in Rocklin, CA. The field trip will take place on Monday, June 3, 2019. The services include the bowling shoes rental for 200 students and bowling lanes for 1.5 hours, and a \$7 arcade card for each student. The cost of these services is \$1,598.00 and will be paid with Site Funds and donations.

### RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between AMF Rocklin Lanes and Glen Edwards Middle School.



**AMF Rocklin Lanes**

2325 Sierra Meadows Dr., Rocklin, California 95677

916-624-8216, Fax: 585-381-0378

BOOKED BY: Jeremy Figueroa

**Event Contract**

BEO#: 583-1553

<b>ACCOUNT:</b> Glen Edwards Middle School	<b>ONSITE:</b> Nick Harrigan
<b>POST AS:</b> Glen Edwards Middle School Field Trip!	<b>PHONE:</b> 916-509-5447
<b>STATUS:</b> Prospective	<b>EMAIL:</b> 911SC79@gmail.com
	<b>CELLPHONE:</b>
<b>TAX EXEMPT?</b> No <i>Yes</i>	<b>TAX EXEMPT#</b> <i>94-1599904</i>

DAY/DATE	TIME	EVENT TYPE	GTD
Monday, June 3, 2019	9:30 AM - 11:30 AM	Kids	200

Quantity	Package Type	PRICE	SUBTOTAL
200	School/Camp w/out Food	\$7.99	\$1598.00

NO.	MOR	PRICE	SUBTOTAL
	Shoes		

NO.	PLAY	PRICE	SUBTOTAL
	\$7 Arcade Card (14 Credits) for each Child		
	1.5 Hours of Bowling		

<b>Subtotal:</b>	<b>\$1598.00</b>
<b>Event Fee:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Discount:</b>	<b>\$0.00</b>
<b>GRAND TOTAL:</b>	<b>\$1598.00</b>

**DEPOSITS & PAYMENTS****Required Deposit:****Deposit Due:**

Date of Payment	Pay Method	Amount
Total		
Balance Due		

**SIGNATURES****AMF Rocklin Lanes**

Representative: Jeremy Figueroa

Date: March 27, 2019

Nick Harrigan, or authorized representative

Customer:

*Carrie Carlson*

Date:

*4/25/19*

Subject to terms and conditions incorporated herein.

*okay to pay  
by check per  
AMF bowling.*

I, the undersigned, authorize AMF Rocklin Lanes to charge to the credit card described below an amount up to \$1,598.00, which constitutes total payment for the event described in this document.

Signature of cardholder:

Date:

If the cardholder is not available at the party, \_\_\_\_\_ is given authority to sign in the cardholder's absence.

Card type:

Card number:

Expire date:

CVV Code:

Cardholder Name:

Cardholder Address:

Cardholder ZIP:

INITIAL

## TERMS & CONDITIONS

The following terms and conditions govern your purchase of event services from the bowling facility ("facilities", "we" or "us"). You agree as follows:

1. You are obligated to pay the total fees and charges referenced above on the face of this contract. Such amount represents your minimum total spend for the event ("Minimum Total Spend"). Subject to availability and our approval, you may modify the type or amount of event services you have purchased with us up to 3 business days prior to the event, provided you cannot reduce your Minimum Total Spend. All guests in your party will be counted as attendees.
2. (a) If you are ordering our services online through our web portal, you agree to pay for the total amount of your purchase upfront in full by credit card at the time of submitting your order to us. (b) If you are ordering our services other than through online means, you will deliver us a deposit in the amount specified above in this contract, payable by credit card, company check made payable to us or cash at the time of signing this contract. If such deposit is not received, we may cancel this contract with no further notice to you. The balance owed is due three (3) business days prior to the date of the event. (c) You authorize us to charge any credit card on file with us as sums are due hereunder, including any costs for damage caused by you or your guests. (e) Upon signing this contract, you are unconditionally liable for 10% of the total fees and charges which shall constitute a nonrefundable and noncancelable obligation ("nonrefundable commitment"). You may cancel this contract and the event up to 30 days prior to the date of event at which time we will refund the total fees and charges previously delivered to us, less your nonrefundable commitment which is retained by us. After the date which is 30 days prior to the event date, there will be no refunds and all obligations are noncancelable and you responsible for the total amount of your purchase (i.e., all contracted fees and charges). Any deposit or previously delivered funds can be applied against such obligation but you remain responsible for the full obligated sums. (f) Events cannot be rescheduled without our express prior written consent. If you purchase additional services and goods on the day of the event, you are liable for all additional amounts owed. Before commencing your event, you must bring and provide us the actual credit card you used at time of purchase and a valid photo i.d.
3. All food and beverages (alcoholic & non-alcoholic) must be purchased from us. No outside food (excluding birthday cakes/cupcakes), beverages, DJs, live music, open flame, equipment, decorations, or dancing are permitted. All events (other than events booked online) with 20 or more guests, or 4 or more lanes must pre-order food & beverages in an amount equal to or greater than the above stated contracted fees. During the month of December, you must purchase food & beverages in an amount equal to or greater than the above contracted price. "Tabs" are not permitted. None of our food or beverages may be removed from the premises. We are not responsible for any of your property left unattended at the facilities. Lane location will be selected at the sole discretion of the facility unless stated otherwise in this contract.
4. We are solely providing the facilities, services and equipment expressly stated in this contract, and no other. If you require installation of lighting or audio/video equipment or a tie-in to our existing systems, you must deliver such equipment for testing at our facilities at least 72 hours prior to the event, and we may require the presence of additional personnel whose time will be charged back to you. Rates are available upon request. Your equipment is not guaranteed to operate with our facilities.
5. If you provide us a credit card, we will apply all fees and charges incurred for the event against such card. You, however, remain responsible for all fees and charges incurred during the event.
6. Events may involve physical activity. You and your guests represent that you are in proper health to participate in such activities. You assume risks arising therefrom. We reserve the right to refuse entry due to age restrictions. 18+ and drinking age restrictions vary by location on nights and weekends. Children must be 4 or older to bowl and chaperoned. We reserve the right to refuse service and remove anyone from the facility which we reasonably believe threatens the safety of personnel or guests or causes damage to our facilities, including activity pertaining to: concealed weapons, intoxication, dress code violations, health/security, illegal drug activity, and/or any activity that violates federal, state, provincial or local laws. Other local restrictions and facility house rules may apply. You may not incorporate decorations, marketing, equipment, furniture or other similar items at the event without our prior written consent.
7. You are responsible for any and all damages, losses, claims and liability arising out of or related to your or your guests' use of the event facilities, equipment and services, or related to your event, including property damage or personal injury arising therefrom, and will release, indemnify and hold us harmless from damages, losses, claims and liability resulting therefrom (other than claims caused by our gross negligence or willful misconduct).
8. By signing this contract, the signer is attesting that he/she is authorized to sign this contract and hereby authorizes the credit card charges noted herein. We may send you marketing, advertising or promotional communication to the contact information you provided - if you do not wish to receive such items, let us know.



9. Our services and facilities are provided "as is" without any warranty or representation express or implied. WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, GENERAL, EXEMPLARY, ECONOMIC DAMAGES ARISING FROM THIS CONTRACT OR OUR SERVICES. OUR LIABILITY, IF ANY, IN ALL CASES SHALL BE LIMITED TO AMOUNTS PAID TO US UNDER THIS AGREEMENT.

10. The credit card on file will be charged with any remaining balance owed to us under the contract three (3) days prior to the event unless other payment arrangements have not been made.

**11. AN EVENT FEE STATED IN THE CONTRACT APPLIES ON ALL FOOD, BEVERAGES & PACKAGES. THE EVENT FEE IS MANDATORY. WE USE THE CHARGE FOR THE ADMINISTRATION OF THE EVENT AND TO DEFRAY OVERHEAD AND OTHER EXPENSES RELATED TO THE EVENT. IT IS NOT A GRATUITY AND WILL NOT BE DISTRIBUTED TO PERSONNEL THAT PROVIDE SERVICE AT THE EVENT.**

12. The pricing set forth in this contract contains the total cost for the event described above. No gratuity to personnel is required or expected.

13. We are not responsible for any delay or failure in performance of any part to the extent that such delay or failure is caused by acts of God or other causes beyond our control. This contract is governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party in the State of New York, in the City of New York, County of New York.

14. For events held in a facility in Canada, the following terms shall apply and govern in the event of any inconsistency with the above terms. This contract is governed by and construed in accordance with the laws of the province of Ontario, without regard to its conflicts of laws rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party in the province of Ontario. We collect, use, and disclose the personal information that you provide us herein for the purpose of providing you with the services that you have requested, which may include processing of your personal information by a third party. You can refuse to consent to our collection, use, or disclosure of your personal information, although this will impact our services for you. You may also withdraw your consent to any further collection, use, or disclosure of personal information at any time by giving us reasonable notice.

15. By submitting any online order for services to us, or by making any other manual or electronic signature now or later which either incorporates or references these terms, you agree and acknowledge that such action constitutes your signature which applies to and evidences your agreement to these terms. You may request to sign these terms manually without a fee.

  
INITIAL

**AMF Rocklin Lanes**

2325 Sierra Meadows Dr., Rocklin, California 95677

916-624-8216, Fax: 585-381-0378

**BEO# 583-1553**

Event Order	
<b>ACCOUNT:</b> Glen Edwards Middle School	<b>EVENT DATE:</b> Monday, June 3, 2019
<b>POST AS:</b> Glen Edwards Middle School Field Trip!	<b>CONTACT:</b> Nick Harrigan
<b>ADDRESS:</b>	<b>PHONE:</b> 916-509-5447
	<b>EMAIL:</b> 911SC79@gmail.com
	<b>ONSITE:</b> Nick Harrigan
<b>STATUS:</b> Prospective	<b>BOOKED BY:</b> Jeremy Figueroa

TIME	EVENT TYPE	NUMBER OF LANES	AGR	GTD
9:30 AM - 11:30 AM	Kids	0	200	200

EAT	PLAY
	200 School/Camp w/out Food \$7 Arcade Card (14 Credits) for each Child 1.5 Hours of Bowling
DRINK	MOR
	200 School/Camp w/out Food Shoes

Notes
Giving complimentary 30 minutes due to the price increase of the package

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

**SUBJECT:**

Approve Agreement for Fiscal Budget Services  
Between School Services of California, Inc., and  
WPUSD

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick   
Assistant Superintendent of Business Services

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Funds

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

School Services of California, Inc., is specially trained to provide assistance regarding topics of school finance, legislation, school budgeting and general fiscal issues. The attached agreement authorizes School Services of California, Inc., to continue to provide fiscal budget services to Western Placer Unified School District through the 2019-20 school year.

**RECOMMENDATION:**

Administration recommends the Board ratify the agreement for fiscal budget services between School Services of California, Inc., and Western Placer Unified School District.



1121 L Street

Suite 1060

Sacramento

California 95814

TEL: 916 . 446 . 7517

FAX: 916 . 446 . 2011

www.sscal.com

MEMORANDUM

May 1, 2019

TO: Audrey Kilpatrick, Assistant Superintendent  
Western Placer Unified School District

FROM: John D. Gray  
President

It has been a pleasure to provide Western Placer Unified School District our Fiscal Budget Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California, Inc. (SSC).

Our current contract expires on June 30, 2019. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Kathe Sadler, Data Specialist.

To activate our Agreement, please sign the contract (and the Addendum, at your discretion), and return the original (or scan and e-mail to Rebecca Arent at [RebeccaA@sscal.com](mailto:RebeccaA@sscal.com)) to our office for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by June 30, 2019. If you are unable to return it by this date, please contact our Accounting department. Please note that this contract reflects a modest price increase above the current year.

If you have any questions or need additional information, please give me a call at (916) 446-7517.

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal Budget Services

This is an Agreement between the **WESTERN PLACER UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2019.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact local educational agency fiscal policies, and one copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. Option of receiving information on Consultant's website regarding major school finance and policy issues
  - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
  - d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

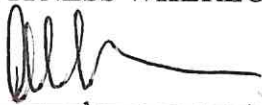
Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; Special Education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- e. Preliminary local educational agency revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

- f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
2. The Client agrees to pay to Consultant for services rendered under this Agreement:
  - a. \$3,660 annually, plus expenses, or payable at \$305 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
  - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning July 1, 2019, and terminating June 30, 2020. Agreement may be terminated prior to June 30, 2020, by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_



Audrey J. Patnels

Print Name

Asst Supt of Business Svs and Operations

Job Title

Western Placer Unified School District

DATE: \_\_\_\_\_

5/13/19

BY: \_\_\_\_\_



JOHN D. GRAY

President

School Services of California, Inc.

DATE: May 1, 2019



# 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 Placer County  
Office of Education and Western Placer  
Unified School District

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent of  
Business and Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

Administration General Fund

### MEETING DATE:

May 21, 2019

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

The attached contract is for services with PCOE and Western Placer Unified School District for the PCOE Software Access and Support Services for the 2019-20 fiscal year. The services include specialized finance system software access, administration and support services. The cost of these services is \$24,168.00 and will be paid with the Administration General Fund.

### RECOMMENDATION:

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

Date: June 1, 2019

## AGREEMENT FOR FINANCE SYSTEM SOFTWARE ACCESS AND SUPPORT SERVICES

This agreement ("Agreement") for consulting services offered by the Placer County Office of Education (PCOE) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE and Western Placer Unified School District ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated July 1, 2019.

### 1.0 SCOPE OF SERVICES

PCOE shall provide specialized finance system software access, administration and support services to Agency.

### 2.0 FEES

Agency shall pay \$20.02 license and support fee based on 2018 W2 records. If Agency elects to participate in the use of the Escape Employee Portal, a fee will be assessed based on all districts who participate, currently estimated at \$2.29 per 2018 W2 records. Attachment A and Attachment B provide projected estimated costs.

### 3.0 RECORDS

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

### 4.0 WORK PRODUCT

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by PCOE within the course and scope of this Agreement shall be specified below the property of:

- a. ☐ PCOE \_\_\_\_\_
- b. ☐ Agency \_\_\_\_\_
- c. ☒ Not Applicable \_\_\_\_\_

### 5.0 TERM

The term of this Agreement shall be from 7/1/2019, through 6/30/2020.

**6.0     PAYMENT**

PCOE will invoice Agency upon contract execution. Agency shall pay fees within thirty (30) after receiving an invoice from PCOE.

**7.0     AMENDMENTS**

Any amendments to this Agreement shall be in writing and signed by both parties.

**8.0     STATUS OF CONSULTANT**

The specialized finance system software access, administration and support services are being provided by PCOE salaried employee(s) and not of the Agency. Any and all employer payroll tax and retirement related payments on behalf of individual are to be made by PCOE.

**9.0     CERTIFICATION**

The Agency shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by PCOE on behalf of Agency. The Agency shall be responsible for meeting any certification requirements and if necessary, for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports that PCOE prepares on behalf of Agency.

**10.0   HOLD HARMLESS AND IDEMNIFICATION**


Each party agrees to indemnify, defend and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions of either party, its employees, officers, and agents, in connection with the performance of this Agreement.

**11.0   ENTIRE AGREEMENT**

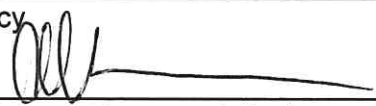
This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

**PLACER COUNTY SUPERINTENDENT OF SCHOOLS**

  
\_\_\_\_\_  
Gayle Garbolino-Mojica  
4/30/19  
\_\_\_\_\_  
Date

**AGENCY**

Western Placer Unified School District  
\_\_\_\_\_  
Name of Agency  
  
\_\_\_\_\_  
(Signature of Agency Representative)  
5/13/19  
\_\_\_\_\_  
Date

Asst Supt of Business Svcs and Operations

\_\_\_\_\_  
Title



# **ESCAPE EMPLOYEE PORTAL FEES** **5 Year Actual & Estimated**

## **ATTACHMENT A**

Org #	Org Name	2018 W2's Issued	Actual		Estimated*		Estimated*	
			FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 21-22
1	Ackerman Charter School District **	0	240	240	0	0	0	0
2	Alta-Dutch Flat Union Elementary School District	34	61	76	78	81	84	84
3	Auburn Union Elementary School District	431	878	945	985	1,025	1,066	1,066
6	Dry Creek Jt. Elem. School District	983	1,994	2,156	2,247	2,337	2,430	2,430
9	Eureka Union Elementary School District	656	1,263	1,337	1,500	1,560	1,622	1,622
10	Foresthill Union Elementary School District	95	177	223	217	226	235	235
11	Loomis Union School District	500	1,015	1,047	1,143	1,189	1,236	1,236
12	Newcastle Elementary School District	107	336	353	245	254	265	265
18	Rocklin Unified School District	2,625	4,302	4,502	6,000	6,242	6,489	6,489
19	Roseville City Elementary School District	1,686	3,272	3,506	3,854	4,009	4,169	4,169
21	Tahoe-Truckee Unified School District	920	1,834	1,983	2,103	2,187	2,275	2,275
22	Western Placer Unified School District	1,207	2,379	2,601	2,759	2,870	2,984	2,984
31	Placer Union High School District	962	2,129	2,121	2,199	2,287	2,379	2,379
32	Roseville Joint Union High School District	1,799	3,623	3,831	4,112	4,277	4,448	4,448
51	Placer County Office of Education	685	1,542	1,505	1,566	1,629	1,694	1,694
60	Harvest Ridge Charter School	88	N/A	166	201	209	218	218
61	Horizon Charter School	225	525	489	514	535	556	556
Total			25,570	27,081	29,723	30,917	32,150	32,150
Escape EE Portal Fee (10% of LMF)			25,570	27,081	29,723	30,917	32,150	32,150

**NOTE: EE Portal allocation DOES NOT include Org 5 (Colfax), Org 16 (Placer Hills), & Org 35 (Mid-Placer) who DO NOT participate.**

\* = Estimated based on 2018 W2's issued. Amount will change each year as W2 count changes.

\*\* = Org no longer participates in using the EE Portal.

# ESCAPE LICENSE/MAINTENANCE FEES (LMF) & WEBINAR TRAINING FEES 5 Year - Actual & Estimated

## ATTACHMENT B

Org #	Org Name	2018 W2's Issued	Actual		Estimated*		Estimated*	
			FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 21-22
1	Ackerman Charter School District	116	1,925	2,022	2,323	2,500	2,681	2,681
2	Alla-Dutch Flat Union Elementary School District	34	490	643	681	733	786	786
3	Auburn Union Elementary School District	431	7,057	7,959	8,630	9,288	9,960	9,960
5	Colfax Elementary School District	70	1,452	1,544	1,402	1,509	1,618	1,618
6	Dry Creek Jt. Elem. School District	983	16,023	18,162	19,683	21,184	22,717	22,717
9	Eureka Union Elementary School District	656	10,147	11,268	13,135	14,137	15,160	15,160
10	Foresthill Union Elementary School District	95	1,418	1,875	1,902	2,047	2,195	2,195
11	Loomis Union School District	500	8,155	8,823	10,012	10,775	11,555	11,555
12	Newcastle Elementary School District	107	2,701	2,978	2,142	2,306	2,473	2,473
16	Placer Hills Union Elem. School District	182	3,005	3,107	3,644	3,922	4,206	4,206
18	Rocklin Unified School District	2,625	34,579	37,924	52,559	56,570	60,664	60,664
19	Roseville City Elementary School District	1,686	26,288	29,540	33,759	36,334	38,963	38,963
21	Tahoe-Truckee Unified School District	920	14,739	16,709	18,421	19,826	21,261	21,261
22	Western Placer Unified School District	1,207	19,112	21,912	24,168	26,011	27,893	27,893
31	Placer Union High School District	962	17,103	17,867	19,262	20,732	22,231	22,231
32	Roseville Joint Union High School District	1,799	29,107	32,279	36,021	38,769	41,574	41,574
35	Mid-Placer Transportation JPA	36	675	680	721	776	832	832
60	Harvest Ridger Charter School	88	N/A	1,397	1,762	1,896	2,034	2,034
61	Horizon Charter School	225	4,221	4,118	4,505	4,849	5,200	5,200
Totals			198,197	220,807	254,732	274,164	294,003	294,003
Total Escape Fees			258,197	273,307	299,733	311,665	324,000	324,000
PCOE Contribution			(60,000)	(52,500)	(45,000)	(37,500)	(30,000)	(30,000)
District Share			198,197	220,807	254,733	274,165	294,000	294,000
District Cost per W2			\$16.4999	\$18.3822	\$20.0230	\$21.5505	\$23.1096	\$23.1096
Total countywide W2's issued (including PCOE) - 2018			13,407					
Escape LMF Rate - \$20.50 per countywide W2 plus 4% annual increase			\$20.50	\$21.32	\$22.17	\$23.06	\$23.98	\$23.98
Escape LMF Total Fee			255,697	270,807	297,233	309,165	321,500	321,500
Escape Webinar Training Fee - Flat \$2,500			2,500	2,500	2,500	2,500	2,500	2,500
Total Escape Fees (Employee Portal not included-allocated separately)			258,197	273,307	299,733	311,665	324,000	324,000

\* = Estimated based on 2018 W2's issued. Amount will change each year as W2 count changes.



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

### SUBJECT:

Disposal of Surplus Items

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent of Business Services

### DEPARTMENT:

Business Services

### MEETING DATE:

May 21, 2019

### AGENDA ITEM AREA:

Consent

### ENCLOSURES:

No

### FINANCIAL INPUT/SOURCE:

General Fund

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods. If the property value is insufficient to defray the costs to arrange a sale, the Board may unanimously approve that property be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping (EC 17546)

The attached list of items from Maintenance have been determined to be unusable, obsolete or no longer needed and the district desires to sell the Maintenance items through The Public Group, LLC., which is designed to ensure compliance with state regulations and policies. If items on the list do not sell or the cost to sell exceeds the estimated value, they will be disposed of by donation or dumping.

Per Education Code 17547, money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made (for example Building Fund or Facilities Fund).

### RECOMMENDATION:

Administration recommends the Board of Trustees declare the attached list of items as surplus, authorize the disposal and/or sale of the items and authorize the removal of these items from the fixed assets inventory list if applicable.



# Surplus Items

Maintenance Items	Value	Location
8 Large Tables	Dispose	GEMS
1 Metal Rolling Cart	Dispose	GEMS
2 Small TV Carts	Dispose	GEMS
134 Student Desks	Dispose	GEMS
5 Small Tables	Dispose	GEMS
1 Medium Table	Dispose	GEMS
24 Large Tables	Dispose	GEMS
10 Chairs	Dispose	GEMS
2 Wooden Teacher Desks	Dispose	GEMS
1 Metal Desk	Dispose	GEMS
2 4' Metal Cabinets	Dispose	GEMS
1 5' Wood Cabinet	Dispose	GEMS
1 Metal Teacher Desk	Dispose	GEMS
1 Rolling Cabinet	Dispose	GEMS
1 Rolling TV Stand	Dispose	GEMS
1 Small Teacher Desk	Dispose	GEMS

An \* indicates items that might be used within the District.

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

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

**SUBJECT:**

Approval of 2019-2020 Contract with  
Odysseyware

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

Lottery Funds

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached 2019-2020 contract is for Odysseyware, an online curriculum. The program provides lessons, projects, quizzes, and tests for entire courses to enhance, personalize, and differentiate learning for students. This is an annual contract renewal and supports our students at Phoenix High School.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between Odysseyware and Western Placer Unified School District.

# Order Form



300 N. McKerny Avenue, Chandler, AZ 85226

Account Number: 30003327

Quote Number: QUO-06296-H0C8K1

Date: 3/11/2019

Order Form Expiration Date: 8/31/2019

Education Consultant	Email	Phone	Fax
Kelly Homeward	khomeward@odysseyware.com	(480) 735-7888	866-465-1954
Contact and Billing Information			
<b>School:</b>	Western Placer Unified School District		<b>Contact:</b> Kerry Callahan
<b>Address:</b>	600 6th Street, Suite 400		<b>Phone:</b> 9166456350
<b>Address:</b>	Lincoln, CA 95648		<b>Email:</b> kcallahan@wpusd.k12.ca.us
<b>Training Contact:</b>	Kerry Callahan	<b>Email:</b> kcallahan@wpusd.k12.ca.us	<b>Phone:</b> 9166456350

Term Start Date	Term End Date
10/1/2019	9/30/2020

Qty	Product/Service	Description	Unit Price	Line Total
10	Full Odysseyware Library (Renewal) - Concurrent	A concurrent license is based on the number of simultaneous users accessing the program at one time. Per license price includes full Odysseyware library for grades 3-12, LMS, online/phone support, and updates during 12-month period.	\$700.00	\$7,000.00
3	Custom Webinar Hours (Renewal)	Customized webinar hour(s) to support implementation	\$250.00	\$750.00
55	Odysseyware High School Select - Concurrent (Renewal)	A concurrent license is based on the number of simultaneous users accessing the program at one time. Per license price includes HS Select Odysseyware library for grades 9-12, LMS, online/phone support, and updates during 12-month period.	\$400.00	\$22,000.00
<b>Grand Total</b>				\$29,750.00
<b>Sales Tax:</b>				%
<b>Total:</b>				\$29,750.00

## Notes

This is for the Oct. 1st 2019 Renewal for Western Placer USD. Please note that this quote does not include any applicable State Sales Tax. Please email a PO or a signed quote to: klangston@odysseyware.com

## TERMS AND CONDITIONS

This License Agreement ("Agreement") is entered into between the Customer named above and Glynlyon, Inc. for the provision of the Service described above and is effective as of the date first stated above. This Agreement is subject to and governed by the Standard Terms and Conditions available at <https://www.odysseyware.com/terms-and-conditions> ("Terms"). The Terms are hereby incorporated and made a part of this Agreement by reference. By its signature below the Customer accepts all terms and conditions of this Agreement and all contents of the Terms and intends to be bound thereby.

By signing and returning the document, the Customer authorizes and acknowledges that Odysseyware will invoice their account the amount identified on the quote, plus any applicable sales tax, in lieu of a purchase order. This Agreement may be signed in digital format which shall be considered an original.

Signature: [Handwritten Signature]

Date: 4/24/19

Title: Deputy Supt. of Ed. Serv.



# 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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**SUBJECT:**

Approval of 2019-2020 Contract with  
Turnitin LLC

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LCFF Supplemental

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is with Turnitin, LLC. Turnitin will be used in conjunction with Schoology, our online learning management system (digital learning environment) for Glen Edwards, Twelve Bridges Middle, Lincoln High, and Phoenix High. Turnitin introduces plagiarism prevention services, online digital grading, fosters critical thinking skills and encourages creative, confident writers throughout our school district. This is a renewal of an annual contract.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between Turnitin LLC and Western Placer Unified School District.



## Quote Details

**Quote Number** Quote-Q-227669-1  
**Institution** Western Placer Unified School District  
**Contact Name** Tsugu Furuyama  
**Phone**  
**Email** tfuruyama@wpusd.k12.ca.us  
**Bill To Name** Western Placer Unified School District  
**Bill To** 600 6th Street, Suite 400  
Lincoln, CA 95648  
US

**Expiration date** 10/30/2019  
**Prepared By** Shannon Johnson  
**Phone** (510) 764-7871  
**Email** sjohnson@turnitin.com  
**Company Address** Turnitin, LLC  
2101 Webster St., Suite 1800  
Oakland, CA 94612  
US

## Quotation

Product	Product Description	Quantity	Annual Price	Start Date	End Date	Total
Turnitin FBS with Integration	Turnitin FBS: Originality Checking, Feedback, and Integration	3,884	4.38	10/31/2019	10/30/2020	USD 17,011.92
Turnitin Campus Fee	Turnitin FBS Campus Fee	3	695.00	10/31/2019	10/30/2020	USD 2,085.00
Turnitin Campus Fee	Turnitin FBS Campus Fee- Waived for Continuation School	1	0.00	10/31/2019	10/30/2020	USD 0.00
<b>Sales Tax</b>						USD 0.00
<b>TOTAL</b>						USD 19,096.92

### Please Note:

Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes. No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

### Order Instructions:

To purchase or renew your Turnitin license, please email or fax your purchase order and a copy of this quote to Turnitin, LLC, at: orders@turnitin.com or (510) 764-7612

You may also contact us with your credit card information at (866) 816-5046 x239 or x240

By Accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg>.

### Training:

On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to [Training Terms and Conditions](#).

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

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

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**SUBJECT:**

Approval of 2019-2020 Contract with  
Schoology

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LCFF Supplemental

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is with Schoology, an online learning management system (digital learning environment). Schoology will be used at Glen Edwards, Twelve Bridges Middle, Lincoln High, and Phoenix High. It is a renewal of an annual contract.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between Schoology and Western Placer Unified School District.





Learning Management System

ENTERPRISE EDITION

*Sales Order for:*

**Western Placer Unified School District**

**Western Placer Unified School District Renewal 2019**

**600 6TH St**

**Lincoln, CA 95648-1825**

Mara Lewis  
Strategic Account Specialist  
[mlewis@schoolology.com](mailto:mlewis@schoolology.com)

**Schoolology, Inc.**  
2 Penn Plaza, 10<sup>th</sup> Floor  
New York, NY 10121  
[www.schoolology.com](http://www.schoolology.com)

This document represents an agreement between Western Placer Unified School District. (Western Placer Unified School District.) and Schoolology, Inc. (Schoolology) for the purchase of services in connection with Schoolology's web-based learning management system (LMS). All costs are represented in Exhibit A, Pricing.

## Enterprise Subscription

Western Placer Unified School District's Enterprise Subscription to Schoolology's LMS includes the products and services described below. All associated database hardware, maintenance and upgrades are included.

### User Authentication

Western Placer Unified School District will have access to Schoolology's flexible Administrative Configuration Interface, which allows system administrators to manage user single sign-on (SSO) configuration, providing integration with Western Placer Unified School District's remote identity provider.

### Advanced User Management

Western Placer Unified School District will have access to Schoolology's advanced User Management Interface which allows system administrators to manage user roles, permissions, privacy, and overall system settings. This also affords administrators the ability to manage user, course and enrollment data.

### Enterprise Management Interface

Western Placer Unified School District will have the ability to create and manage multiple institutions and/or departments/divisions using the Enterprise Management Interface. System administrators can organize users by department, building, or institution, and have the ability to designate other users as administrators. In addition, system administrators can manage all users, institutions, and/or departments/divisions from the main parent account.

### Branding

Schoolology will provide custom branding services to the user interface for Western Placer Unified School District's instance of the LMS. The top banner and links will be branded with Western Placer Unified School District's desired color scheme, and the Schoolology logo will be replaced with Western Placer Unified School District's logo. In addition, Western Placer Unified School District will receive domain customization (e.g.lms.clientname.org) or subdomain customization (e.g. clientname.schoolology.com).

### Support Services

All Schoolology users can access support documentation 24/7/365 via the Schoolology Help Center (<https://support.schoolology.com>). This resource contains a wealth of curated content, including

role-based user guides, a document center with quick reference cards and release notes, troubleshooting tips, Schoolology FAQ's, and an archive of regularly updated videos and webinars. Schoolology also provides active community support within the Help Center, with discussions and responses moderated by Schoolology employees, and regular announcements of new Schoolology features.

As an Enterprise client you will have access to prioritized support. You may choose up to three (3\*) dedicated Support Contacts from your organization, whose role is to relay any questions, concerns or ideas to the Schoolology team. Support Contacts can contact Schoolology by:

1. **Phone:** Support Contacts may contact a Schoolology representative by using a unique support code which can be found by clicking the 'Help Center' icon (Only visible to Support Contacts).
2. **Ticketing System:** Support Contacts may create and track their own support tickets by going directly to **support.schoolology.com**.
3. **Chat:** Support contacts may use the Chat feature to contact a Schoolology representative to ask questions and troubleshoot issues.

\*More contacts are available at \$500/license/year

With Standard Support, Support Contacts are qualified, through training and experience, to provide first-level support to local users. Typical issues resolved by Support Contacts include access problems and general usage questions. Support Contacts are also empowered to escalate issues to Schoolology Support for second and third tier support. Schoolology Support Specialists and Engineers are personable, expert in-house Schoolology employees based in the corporate headquarters.

Standard Support includes 24/7/365 Online Help Center access, 24/7/365 Community access, and web ticket, phone, and chat support for Support Contacts during business hours (Monday-Friday 8 am - 8 pm ET). Standard support is included in the cost of subscription.

### **Rollover Support**

Western Placer Unified School District has purchased Schoolology's Rollover Support which includes data population assistance along with end-of-year/back-to-school best practice resources. The data population includes assistance with rolling over your data from the old school year to the new school year within your existing student information system, cleanup of inactive accounts and reassociation of your parents. Some student information systems take a little longer to provision new data than others, therefore, a member of our team will reach out to schedule a time to work with you to accomplish this task.





## Master Subscription Agreement

The Master Subscription Agreement available at <https://www.schoology.com/agreements> govern your acquisition and use of the services described in this Sales Order (unless you have entered into a separate written agreement with Schoology, in which case your acquisition and use of the services will be governed by that separate written agreement).

### SUBSCRIBER NAME:

Western Placer Unified School District

Signature: Kerry Callahan

Printed Name: Kerry Callahan

Title: Deputy Supt. of Ed. Serv.

Date: 4/11/19

## Cost Summary

### Exhibit A – Pricing

Contract Start Date: **July 1, 2019**  
 Contract End Date: **June 30, 2020**  
 Enrollment: **3,450**

### Enterprise Subscription

Description	Quantity	Rate	Subtotal
Enterprise Subscription	3,700.00	\$7.00 Per Student	\$25,900.00

### Enterprise Services

Description	Quantity	Rate	Subtotal
Rollover Support	1.00	\$500.00	\$500.00

Grand Total: US \$26,400.00

The initial payment is due 30 days after the invoice date. All renewal subscriptions are invoiced 30 days prior to the start of the new term. Payment for renewal subscriptions must be received within 10 business days after the start of a new term.

*This Sales Order is valid until May 1, 2019.*

Thank you for your business!

# 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:**

Approval of 2019-2020 Contract with  
Rosetta Stone Ltd. for First Street Elementary  
School GATE Program

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

Lottery Fund

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for Rosetta Stone Ltd. to provide products and services in the Rosetta Stone Language Learning Suite for First Street School's 3<sup>rd</sup> grade GATE program. The Rosetta Stone Foundations for K-12 is for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels. The enclosed contract outlines the products that will be provided by Rosetta Stone Ltd. to our students.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between Rosetta Stone Ltd. and Western Placer Unified School District.



**SERVICE ORDER FORM**

March 13, 2019

 Rosetta Stone Ltd.  
 135 West Market Street  
 Harrisonburg, Virginia 22801  
 (P) 800-788-0822  
 (F) 540-437-2843  
 www.rosettastone.com

 Rosetta Stone Contact:  
 Liz Peatman  
 AE III  
 Phone:  
 Email: [lpeatman@rosettastone.com](mailto:lpeatman@rosettastone.com)
**Customer Shipping Address:**

 Rey Cubias  
 Principal  
 First Street School  
 1400 First Street  
 Lincoln, CA 95648  
 US

 Contact Phone: (916) 434-5213  
 Contact Email: [rcubias@wpusd.k12.ca.us](mailto:rcubias@wpusd.k12.ca.us)
**Customer Billing Address:**

 Kerry Callahan  
 Western Placer USD  
 600 Sixth Street  
 Lincoln, CA 95648  
 US

 Billing Contact: \_\_\_\_\_  
 Billing Contact Phone: \_\_\_\_\_  
 Billing Contact Email: \_\_\_\_\_

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Online Professional Development Session	1	USD 529.00	USD 529.00
Rosetta Stone Foundations for K-12 (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	31	USD 324.00	USD 10,044.00
Sub Total			USD 10,573.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 10,573.00
<b>Notes</b>			
<ul style="list-style-type: none"> <li>1 - Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.</li> <li>2 - The professional development referred to above must occur within six months following the date of this Order Form. If Customer fails to allow Rosetta Stone to provide the professional development within that period, Rosetta Stone's obligation to provide the professional development will terminate.</li> <li>Renewal: existing site expires on September 1, 2022.</li> </ul>			

Pricing is valid through March 31, 2019.

**TERM AND TERMINATION**

This Order Form becomes effective upon its execution by both parties. The service activation date for the Licenses described above is August 1, 2019. If the activation date is within 30 days of the date of Customer's signature on this Order Form, the Licenses shall have an initial term of 37 months from the activation date. This 37 month term is applicable to new online subscription clients only. If the activation date requested by Customer is more than 30 days

after Customer's signature date, then the License term shall be 36 months from the requested activation date. The term of this Order Form is renewable for a 12 month term upon mutual written agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

#### **INVOICING AND PAYMENT TERMS**

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

#### **SPECIAL PROVISION**

Rosetta Stone anticipates that its products and solutions will evolve in the course of this multi-year contract and therefore reserves the right to upgrade or replace existing versions of the software being currently offered with a comparable language learning solution.

#### **ACCEPTANCE**

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone Enterprise License Agreement ("ELA"), available at [www.rosettastone.com/legal](http://www.rosettastone.com/legal). The ELA, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

#### **ROSETTA STONE LTD.**

By: \_\_\_\_\_

Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

#### **FIRST STREET SCHOOL**

By: Kerry Callahan

Authorized Signing Authority

Kerry Callahan, Deputy Supt.  
Printed Name/Title

4/16/19  
Date

# 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:**

Approval of 2019-2020 Contract with  
Rosetta Stone Ltd. For English Learners

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

Lottery Fund

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for Rosetta Stone Ltd. to provide products and services in the Rosetta Stone Language Learning Suite for Western Placer Unified School District. The Rosetta Stone Foundations for K-12 is for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels. The contract is 40 licenses for newcomer students who may be in need of additional options for learning a second language.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between Rosetta Stone Ltd. and Western Placer Unified School District.





Rosetta Stone Ltd.  
135 West Market Street  
Harrisonburg, Virginia 22801  
(P) 800-788-0822  
(F) 540-437-2843  
www.rosettastone.com

## SERVICE ORDER FORM

April 17, 2019

Rosetta Stone Contact:  
Liz Peatman  
AE III  
Phone:  
Email: [lpeatman@rosettastone.com](mailto:lpeatman@rosettastone.com)

**Customer Shipping Address:**

Kathleen Lechane  
Director of Supplemental Programs and Accountability  
Western Placer Unified School District  
600 6th St  
4th Floor  
Lincoln, CA 95648  
US

Contact Phone: (916) 645-6350  
Contact Email: [klechane@wpusd.org](mailto:klechane@wpusd.org)

**Customer Billing Address:**

Kerry Callahan  
Western Placer Unified School District  
600 6th St  
4th Floor  
Lincoln, CA 95648  
US

Billing Contact: \_\_\_\_\_  
Billing Contact Phone: \_\_\_\_\_  
Billing Contact Email: \_\_\_\_\_

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Rosetta Stone Foundations for K-12 (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	35	USD 216.00	USD 7,560.00
Sub Total			USD 7,560.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 7,560.00
<b>Notes</b>			
<ul style="list-style-type: none"> <li>Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.</li> <li>Renewal: existing site expires on September 1, 2022.</li> </ul>			

Pricing is valid through April 30, 2019.

**TERM AND TERMINATION**

This Agreement becomes effective upon its execution by both parties and continues in effect for a period of 24 months following the service activation date of August 1, 2020 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts

generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

#### **INVOICING AND PAYMENT TERMS**

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

#### **SPECIAL PROVISION**

Rosetta Stone anticipates that its products and solutions will evolve in the course of this multi-year contract and therefore reserves the right to upgrade or replace existing versions of the software being currently offered with a comparable language learning solution.

#### **ACCEPTANCE**

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone Enterprise License Agreement ("ELA"), available at [www.rosettastone.com/legal](http://www.rosettastone.com/legal). The ELA, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

#### **ROSETTA STONE LTD.**

By: \_\_\_\_\_

Authorized Signing Authority

Printed Name/Title

Date

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

By: Kerry Callahan

Authorized Signing Authority 1984A4343332441...

Kerry Callahan Assistant Superintendent

Printed Name/Title

4/17/2019

Date



Rosetta Stone Ltd.  
135 West Market Street  
Harrisonburg, Virginia 22801  
(P) 800-788-0822  
(F) 540-437-2843  
www.rosettastone.com

## SERVICE ORDER FORM

April 17, 2019

Rosetta Stone Contact:  
Liz Peatman  
AE III  
Phone:  
Email: [lpeatman@rosettastone.com](mailto:lpeatman@rosettastone.com)

**Customer Shipping Address:**

Kathleen Lechane  
Director of Supplemental Programs and Accountability  
Western Placer Unified School District  
600 6th St  
4th Floor  
Lincoln, CA 95648  
US

Contact Phone: (916) 645-6350  
Contact Email: [klechane@wpusd.org](mailto:klechane@wpusd.org)

**Customer Billing Address:**

Kerry Callahan  
Western Placer Unified School District  
600 6th St  
4th Floor  
Lincoln, CA 95648  
US

Billing Contact: \_\_\_\_\_  
Billing Contact Phone: \_\_\_\_\_  
Billing Contact Email: \_\_\_\_\_

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Rosetta Stone Foundations for K-12 (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	5	USD 324.00	USD 1,620.00
Sub Total			USD 1,620.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 1,620.00
<b>Notes</b>			
<ul style="list-style-type: none"> <li>Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.</li> <li>Renewal: existing site expires on September 1, 2022.</li> </ul>			

Pricing is valid through June 30, 2019.

**TERM AND TERMINATION**

This Agreement becomes effective upon its execution by both parties and continues in effect for a period of 36 months following the service activation date of August 1, 2019 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts



generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

#### **INVOICING AND PAYMENT TERMS**

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

#### **SPECIAL PROVISION**

Rosetta Stone anticipates that its products and solutions will evolve in the course of this multi-year contract and therefore reserves the right to upgrade or replace existing versions of the software being currently offered with a comparable language learning solution.

#### **ACCEPTANCE**

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone Enterprise License Agreement ("ELA"), available at [www.rosettastone.com/legal](http://www.rosettastone.com/legal). The ELA, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

#### **ROSETTA STONE LTD.**

By: \_\_\_\_\_

Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

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

By: Kerry Callahan

Authorized Signing Authority 1984A4343332441...

Kerry Callahan Assistant Superintendent

\_\_\_\_\_  
Printed Name/Title

4/17/2019

\_\_\_\_\_  
Date

# 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:**

Approval of 2019-2020 Contract with  
Placer County Office of Education (PCOE)  
for Work Experience Education

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

  
Kerry Callahan  
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

CTE Incentive Grant

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for Placer County Office of Education (PCOE) to support Western Placer Unified School District (WPUSD) by providing Work Experience Education (WEE) classes at Lennar Construction training sites. This will provide students in the Construction Pathway opportunities for on the job training.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between PCOE and WPUSD.

Date: 4/1/2019

**AGREEMENT FOR PCOE SERVICES**

**ORIGINAL**

This agreement ("Agreement") for services offered by the Placer County Office of Education (PCOE) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE and the Western Placer Unified School District ("District"). This Agreement is effective when signed by PCOE and District and for reference only is dated 4/1/2019.

**1.0 SCOPE OF SERVICES**

PCOE shall provide Work Experience Education (WEE) class(es) provided at Lennar Construction training sites as listed in Attachment A, including the provision of supervisory support for the course, resolution of student attendance and or behavior issues. Other General Provisions on Attachment A are incorporated by reference.

**2.0 FEES**

District shall pay PCOE the actual cost of providing District sponsored CTE class(es). Total costs per class are estimated on Attachment A. Costs include teacher salary and benefits, classroom supplies, and program support costs (which includes program supervision and administration).

**3.0 RECORDS**

Any records shall be maintained and stored by the District as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

**4.0 WORK PRODUCT**

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by PCOE within the course and scope of this Agreement shall be specified below the property of:

- a. ☐ PCOE \_\_\_\_\_
- b. ☐ District \_\_\_\_\_
- c. ☒ Not Applicable \_\_\_\_\_

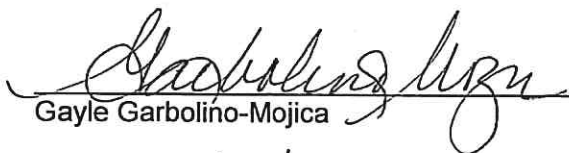
**5.0 TERM**

The term of this Agreement shall be from June 10, 2019 through July 30, 2019.



IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

**PLACER COUNTY SUPERINTENDENT OF SCHOOLS**

  
\_\_\_\_\_  
Gayle Garbolino-Mojica

3/19/19  
\_\_\_\_\_  
Date

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Scott Leaman, Superintendent

3/28/19  
\_\_\_\_\_  
Date

# 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:**

Approval of 2019-2020 Contract with  
Placer County Office of Education (PCOE)  
for CTE Career Specialist

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

CTE Incentive Grant

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for Placer County Office of Education (PCOE) to support Western Placer Unified School District (WPUSD) with one Career Specialist at 20% of 1.0 FTE to assist with Career Technical Education. The Career Specialist will confer with pathway instructors, counselors and district representatives to ascertain needs for student Work-Based Learning experiences. The Career Specialist will also assist in identifying internships, provide placement of students in work based learning activities, provide on-site assistance for employment and job coaching, and provide ongoing communication with district partners to Placer County CTE consortium Steering Committee.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between PCOE and WPUSD.

**ORIGINAL**

Date: March 11, 2019

### AGREEMENT FOR PCOE CONSULTING SERVICES

This agreement ("Agreement") for consulting services offered by the Placer County Office of Education (PCOE) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE and Western Placer Unified School District ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated March 11, 2019.

**1.0 SCOPE OF SERVICES**

PCOE shall provide specialized consulting services to Agency as described below or (in Attachment A).

**2.0 FEES**

Agency shall pay a maximum amount to PCOE not to exceed \$17,400 as full payment for all specialized services set forth herein. Any additional expenses such as travel, materials, copying etc. shall be paid as described in Attachment A.

**3.0 RECORDS**

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

**4.0 WORK PRODUCT**

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by PCOE within the course and scope of this Agreement shall be specified below as the property of:

- a. ☒ PCOE
- b. ☒ Western Placer Unified School District
- c. ☐ Not Applicable

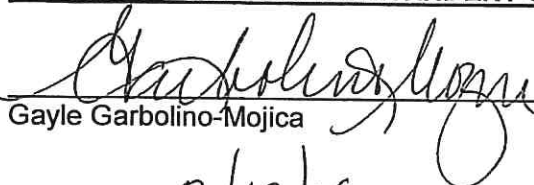
**5.0 TERM**

The term of this Agreement shall be from July 1, 2019 through June 30, 2020.



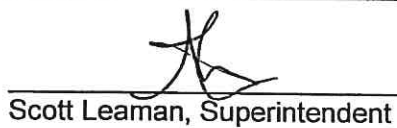
IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS

  
\_\_\_\_\_  
Gayle Garbolino-Mojica

3/19/19  
\_\_\_\_\_  
Date

WESTERN PLACER UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
Scott Leaman, Superintendent

3/28/19  
\_\_\_\_\_  
Date

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

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

## DISTRICT GLOBAL GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
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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 2019-2020 Contract with  
Illuminate Education, Inc.

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LCFF Supplemental & LPSBG

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract with Illuminate Education, Inc. is for management of WPUSD's online assessments and state and local assessment data. Illuminate is well equipped to serve our data needs in conjunction with PowerSchool, our Student Information System. We are adding eduCLIMBER for the 2019-2020 school year as a new product, which allows the district to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance and interventions. eduCLIMBER will allow us to create custom dashboards to identify ways to improve student achievement. This is a renewal of an annual contract with the addition of eduCLIMBER.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between Illuminate and Western Placer Unified School District.



# Client Order

Q-34893

## Illuminate Education

6531 Irvine Center Drive Suite 100  
Irvine, California 92618  
(949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date: 4/16/2019  
Valid Through: 5/16/2019  
Prepared By: Scott Odegard  
Start Date: 4/1/2019  
End Date: 6/30/2022  
Quote Term: 39

Customer: Western Placer Unified School District  
Address: 600 Sixth Street, Suite 400  
Lincoln, California 95648  
Contact: Kerry Callahan  
Phone: (916) 645-6350  
Number of Schools: 7

### Implementation Phase

Dates: 4/1/2019 - 6/30/2019

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1	eduCLIMBER Standard Package		\$0.00	\$11,800.00
1	»» Product Implementation	Product implementation, setup and configuration support.	\$10000.00	\$10,000.00
6	»» Basic Training, eduCLIMBER (Remote)	Up to 2 hours of remote training to be delivered in a single session	\$300.00	\$1,800.00
10	»» Knowledge Base, eduCLIMBER	Self paced Interactive e-learning	\$0.00	\$0.00
7,233	Data Integration, eduCLIMBER	Data support for initial setup	\$0.00	\$0.00
7,233	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$0.00	\$0.00
Implementation Phase TOTAL:				\$11,800.00

### Year 1

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
7,233	DnA + Inspect Plus + eduCLIMBER Bundle	DnA + Inspect Plus + eduCLIMBER	\$0.00	\$74,138.25
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	included	
	»» Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	included	
	»» eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	included	
3,300	NGSS Formatives, grades 3-12 only	Access to KDS NGSS Interim Assessments.	\$1.50	\$4,950.00
Year 1 TOTAL:				\$79,088.25



## Year 2

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
7,233	DnA + Inspect Plus + eduCLIMBER Bundle	DnA + Inspect Plus + eduCLIMBER	\$0.00	\$74,138.25
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	included	
	»» Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	included	
	»» eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	included	
3,300	NGSS Formatives, grades 3-12 only	Access to KDS NGSS Interim Assessments.	\$1.50	\$4,950.00
Year 2 TOTAL:				\$79,088.25

## Year 3

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
7,233	DnA + Inspect Plus + eduCLIMBER Bundle	DnA + Inspect Plus + eduCLIMBER	\$0.00	\$74,138.25
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	included	
	»» Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	included	
	»» eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	included	
3,300	NGSS Formatives, grades 3-12 only	Access to KDS NGSS Interim Assessments.	\$1.50	\$4,950.00
Year 3 TOTAL:				\$79,088.25

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax has not been added to this Client Order. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net  
or  
6531 Irvine Center Drive #100  
Irvine, CA 92618

*Koryallah*  
4/19/19



## Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduClimber, LLC, eSchoolData, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

### Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). **"Licensed Product(s)"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement) and subsequent versions provided during an active Subscription Period and/or in relation to Support Services and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(f). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("Termination").

(g). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. **Subscribing to the Service(s).** Client will subscribe to the Licensed Product(s) and/or Services by providing a purchase order displaying the unique identifier contained within the Client Order attached hereto and/or executing a written SOW for such Licensed Product(s) and/or Services with Illuminate. Any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon SOW shall control, except this Agreement shall

govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

### 2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated in full herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate's Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s) and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii)



modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update,

adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

**5. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

**6. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to



notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

**7. Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third party applications that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to said integration.

## **8. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or

(ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

## **9. Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13

("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

#### 10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

#### 11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES.** SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**12. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

#### **14. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

#### **15. General Provisions.**

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.



(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or

consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

# 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  
Carin Contreras

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LPSBG

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract with Carin Contreras is for facilitated professional learning for administrators and teachers focused around curricular alignment, effective instruction, student learning, and instructional leadership. Carin has successfully worked with our district in the past and administrators and teachers value her support and feedback. Carin's work will begin in May 2019 with up to 5 days to prepare for the 2019-2020 school year. She will then serve the District and school sites for up to 77 days during the 2019-2020 school year.

**RECOMMENDATION:**

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

**TO:** Kerry Callahan  
Deputy Superintendent

**FROM:** Carin Contreras

**RE:** Proposal to Provide Administrator and Teacher Training and Coaching

**DATE:** May 7, 2019

**Cost and Scope of Services<sup>1</sup>**


Service	Target Group	Date	Cost	Consultant
Collaboration and Planning for 2019-2020 PD	District and Site Leadership	TBD May-June 2019 Up to 5 days	\$4500	Carin Contreras

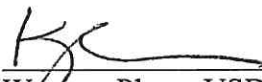
**Total Cost to Provide Services: \$4500**

**The agreement may be terminated** by either party notifying the other at least thirty (30) days prior to the date of termination. If the school district terminates the contract and any scheduled contract dates are within ten (10) days of the date of notification, the consultant will bill for expenses incurred.

**The consultant is an independent contractor** hired to provide the service specified herein. The consultant shall provide labor to carry out the terms of the agreement. In the performance of the work herein, the consultant has the authority to direct the performance of the details of the work.

**The cost for these services** will be \$4500 expenses included. Please sign the original contracts. Contract entered into by:

  
\_\_\_\_\_  
Carin Contreras                      Date

 5/7/19  
\_\_\_\_\_  
Western Placer USD                      Date



**TO:** Kerry Callahan  
Assistant Superintendent  
Western Placer Unified School District

**FROM:** Carin Contreras

**RE:** Proposal to Provide Administrator and Teacher Training and Coaching

**DATE:** May 7, 2019

**Cost and Scope of Services<sup>1</sup>**


Service	Target Group	Date	Cost	Consultant
Facilitated professional learning for Admin and Teachers to support Instruction, Student Learning and Instructional Leadership	Teachers School Site Leadership District Leadership	TBD 19-20 school year up to 77 days @ \$900	\$69,300	Carin Contreras


**Total Cost to Provide Services: \$69,300**

**The agreement may be terminated** by either party notifying the other at least thirty (30) days prior to the date of termination. If the school district terminates the contract and any scheduled contract dates are within ten (10) days of the date of notification, the consultant will bill for expenses incurred.

**The consultant is an independent contractor** hired to provide the service specified herein. The consultant shall provide labor to carry out the terms of the agreement. In the performance of the work herein, the consultant has the authority to direct the performance of the details of the work.

**The cost for these services** will be \$69,300 expenses included. Please sign the original contracts. Contract entered into by:

 5.7.19  
Carin Contreras Date

 5/7/19  
Western Placer USD Date

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

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

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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 2019-2020 Contract with  
2 Teach, LLC

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

Supplemental

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Co-teaching is a best practice for providing special education students mainstream access to grade level standards in a least restrictive environment. WPUUSD continues to implement a learning center/co-teaching model TK-12 to ensure our special education students have access to mainstream learning. To provide ongoing support to teachers, we are contracting with 2 Teach, LLC to provide professional development, coaching, and technical assistance to teachers and administrators. The attached contract with 2 Teach, LLC outlines the timeline and services that will be provided to WPUUSD through June 2020. We successfully worked with 2 Teach in the past when starting our implementation of co-teach.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract proposal agreement between 2 Teach, LLC and Western Placer Unified School District.

## CONTRACT FOR PROFESSIONAL DEVELOPMENT

To: Kathleen Leehane, Director of Supplemental Services  
Kerry Callahan, Associate Superintendent of Student Services  
Western Placer School District  
Lincoln, CA

From: Wendy Murawski, Ph.D.  
CEO, 2 TEACH LLC

Date: May 7, 2019

Whereas the Western Placer Unified ("The District") is in need of special services and advice in education matters related to co-teaching, and whereas 2 TEACH LLC ("The Contractor") is specially trained and competent to provide the special services and/or require required and whereas these services are need in a limited basis, therefore the parties hereto agree to the following contract.

Between the dates of June 1, 2019 to June 30, 2020, the contractor will provide:


- 8 days of professional development
- Travel and per diem
- Materials (20 secondary school texts & 3 administrative texts)

The District will pay a sum not to exceed \$33,000. All invoices will be submitted after work is done, will be in a lump sum format, and will be paid within 30 days of the work.

**Contractor:**

Signature: \_\_\_\_\_  
Title: CEO  
8408 Jason Avenue  
West Hills, CA 91304  
818.281.6735  
FEIN #: 20-4773344

**District:**

Signature:  \_\_\_\_\_  
Title: Deputy Supt.  
600 Sixth Street, Suite 400  
Lincoln, CA 956448  
916.645.5292



Date	Purpose
<b>Summer 2019</b>	
2 days of Professional development (June 13 & 14, 2019)  Dr. Philip Bernhardt	PD time would include: <ul style="list-style-type: none"> <li>• 1 day with new co-teaching faculty; Teacher PD for SPED teachers &amp; general ed colleagues with focus on inclusive practices for students with special needs in a co-taught setting</li> <li>• 1 day PD for new &amp; returning co-teaching teams; focus on co-planning, roles, &amp; problem-solving</li> </ul>
<b>School Year 2019-2020 (Sept-Dec)</b>	
3 days: In-class observations of teachers	<ul style="list-style-type: none"> <li>• In-class observations (can usually observe 2-4 teams in one day depending on bell schedule)</li> <li>• Debriefing preferably done on same day</li> <li>• Feedback reports provided</li> <li>• Provides on-site immediate feedback and mentoring for teams</li> <li>• 1:1 focus</li> <li>• Administrative debrief &amp; problem-solving</li> </ul>
<b>School Year 2019-2020 (Jan-May)</b>	•
3 days: In-class observations of teachers	<ul style="list-style-type: none"> <li>• In-class observations (can usually observe 2-4 teams in one day depending on bell schedule)</li> <li>• Debriefing preferably done on same day</li> <li>• Feedback reports provided</li> <li>• Provides on-site immediate feedback and mentoring for teams</li> <li>• 1:1 focus</li> <li>• Administrative debrief &amp; problem-solving</li> </ul>

### **Cost Breakdown**

#### **PD\*:**

Summer training (2 days; 1 instructor) (2 x \$4000):	\$8,000
6 days in school year 19-20 (PD & Obs) (6 x \$4000):	\$24,000
Materials:	
20 Secondary texts + 3 Admin texts, S/H, Tax:	\$940.10

**Total Contract for up to: \$32,940.10**

\*Professional development costs are all-inclusive of per diem & travel.



info@2TeachLLC.com

**ADDRESS**

Dr. Kerry Callahan  
 Western Placer Unified School  
 District  
 600 Sixth Street  
 Suite 400  
 Lincoln, CA 95648 USA

**ESTIMATE 1182****DATE 03/13/2019****EXPIRATION DATE 04/13/2019**

ACTIVITY	QTY	RATE	AMOUNT
<b>Honorarium-</b> 2 days on co-teaching training in summer (one for new teams & one for all, to include veteran teams); holding June 13 & 14 with Dr. Philip Bernhardt; all inclusive of per diem, baggage & travel	2	4,000.00	8,000.00
<b>Honorarium</b> 3 days in Fall to conduct on-site observations of all teams, coach & debrief; includes time with administrators for capacity building and admin training	3	4,000.00	12,000.00
<b>Honorarium-1 (deleted)</b> 3 days in Spring to conduct on-site observations of all teams, coach & debrief; includes time with administrators for capacity building and admin training	3	4,000.00	12,000.00
<b>Collaborative Teaching in Secondary Schools</b> Collaborative Teaching in Secondary Schools; books for new teams	20	35.00	700.00T
<b>Leading the Co-Teaching Dance</b> Leading the Co-Teaching Dance; books for new administrators	3	30.00	90.00T
<b>S &amp; H</b> Shipping / Handling	1	79.00	79.00

Please contact W. Lochner  
 with any questions regarding this quote.  
 wwlochner@2Teachllc.com or 855-618-2877

SUBTOTAL 32,869.00  
 TAX (9%) 71.10

**TOTAL \$32,940.10**

Accepted By

Accepted Date

5/7/19



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


**SUBJECT:**

Approval of 2019-2020 Contract with  
MCT Vision Screening

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

Gen Fund – Nursing Budget

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The attached contract is for renewal of our annual contract with Modified Clinical Technique (MCT) Vision Screening Services for 2019-2020 vision screening of children enrolled in Western Placer Unified School District.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between Robert A. Hoffman O.D. and Western Placer Unified School District.



DR. ROBERT A. HOFFMAN

DR. LIANNE C. INOUE

Optometrists

2390 E. Bidwell Street, Suite 400  
Folsom, CA 95630



916.983.6211  
Fax 916.983.6608  
[www.eyefinity.com/folsomeye](http://www.eyefinity.com/folsomeye)

### MCT Vision Screening Contract 2019-20

Contractor or his agents shall provide Modified Clinical Technique Vision Screening Services for children enrolled in Western Placer Unified School District.

The specific days for testing are to be mutually agreed upon by contractor and School District. The School District shall designate which children are to be tested as well as the school site(s) where testing is to occur.

Contractor or his agents agree to test up to approximately Three Hundred ( 300) students per day. For these services contractor shall be paid Three Dollars per student and not less than four hundred and fifty dollars per day, whichever is greater.

Contractor must be notified at least ten (10) days prior to the cancellation of any screening day by the School District in order to avoid being charged for that testing day.

Payment for services is due thirty days after the final day of testing.

County(District) Office of Education

Contractor

By: [Signature]

By: [Signature]  
Robert A. Hoffman O. D.

Tax ID 68-0201477

Date 5/14/19

Date 5/15/19

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

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3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

**SUBJECT:**

Approval of 2019-2020 Contract with  
AVID

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LCFF Supplemental & Title I

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The attached (annual) contract is with AVID for technical assistance, professional development, and curriculum to support TBMS, GEMS, and LHS in implementing the AVID College Readiness Program on their campuses. It is also for CCC, COES, FSS, LCES and SES to begin or continue AVID Elementary. The services provided through this contract are in alignment with the actions outlined in our District's LCAP, specifically for Goal #3: All students will graduate from high school college and career ready.

**RECOMMENDATION:**

Administration recommends that the Board approve the contract proposal agreement between AVID and Western Placer Unified School District.



# AVID Center Quote



Quote #: Q-09107  
 600 6th St Ste 400  
 Lincoln, CA 95648  
 Quote Prepared For:  
 Western Placer Unified School District

AVID Representative: Shonnel Oson  
 Phone: 4773  
 Email: [soson@avid.org](mailto:soson@avid.org)

Carlin C Coppin Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,025.00	\$0.00	\$3,025.00
1	AVID Weekly Elementary	\$575.00	\$0.00	\$0.00
Carlin C Coppin Elem School SUBTOTAL:				<b>\$3,025.00</b>

Creekside Oaks Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,025.00	\$0.00	\$3,025.00
1	AVID Weekly Elementary	\$575.00	\$0.00	\$0.00
Creekside Oaks Elem School SUBTOTAL:				<b>\$3,025.00</b>

First Street Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,025.00	\$0.00	\$3,025.00
1	AVID Weekly Elementary	\$575.00	\$0.00	\$0.00
1	Elementary Curriculum Set	\$920.00	\$0.00	\$920.00
1	Shipping & Handling	\$75.00	\$0.00	\$75.00
1	Elementary Digital Library Set - 4 Licenses	\$300.00	\$0.00	\$0.00
4	AVID Summer Institute Registration Fee	\$895.00	\$280.00	\$3,300.00
First Street Elementary School SUBTOTAL:				<b>\$7,320.00</b>

Glen Edwards Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00

Glen Edwards Middle School SUBTOTAL:	<b>\$4,559.00</b>
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Lincoln Crossing Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,025.00	\$0.00	\$3,025.00
1	AVID Weekly Elementary	\$575.00	\$0.00	\$0.00
Lincoln Crossing Elem School SUBTOTAL:				<b>\$3,025.00</b>

Lincoln High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00
Lincoln High School SUBTOTAL:				<b>\$4,559.00</b>

Sheridan Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,025.00	\$0.00	\$3,025.00
1	AVID Weekly Elementary	\$575.00	\$0.00	\$0.00
Sheridan Elementary School SUBTOTAL:				<b>\$3,025.00</b>

Twelve Bridges Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00
Twelve Bridges Middle School SUBTOTAL:				<b>\$4,559.00</b>

<b>TOTAL:</b>	<b>\$33,097.00</b>
<i>plus all applicable taxes</i>	

This Quote is applicable from July 01, 2019 to June 30, 2020. The AVID Center Standard Terms and Conditions, attached hereto (the "Terms and Conditions") are incorporated in and made a part of this Quote.

The terms of this Quote shall control in the event of a conflict with any of the provisions of the Terms and Conditions.

**Additional Comments:**

2019 - 2020 Western Placer Unified School District Drafted: 02/09/2019

N/A



## **AVID Standard Terms and Conditions**

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and Western Placer Unified School District ("Client").

### **Article I. Definitions**

**1.1. AVID College Readiness System Services and Products Agreement** ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

**1.2. AVID College Readiness System**: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

**1.3. AVID Materials**: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

**1.4. AVID Member Site**: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

**1.5. AVID Methodologies**: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

**1.6. AVID Programs**: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

**1.7. Service and Product Exhibits**: The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

**1.8. Payment Terms**: The terms of when payment is due as listed in this Agreement.

**1.9. Quote**: The order document that is fully incorporated into this Agreement.

### **Article II. Period of Agreement**

**2.1. Term**: The term of this Agreement shall remain in effect indefinitely, unless earlier terminated as provided herein, but each Quote shall be in effect only during period stated in the Quote ("Term"). Upon expiration of a Quote, these AVID Center Standard Terms and Conditions shall remain in effect for the duration of the Term.

### **Article III. Licenses and Proprietary Rights**

**3.1. Copyright License**: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

- (a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.
- (b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]
- (c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.
- (d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and

students of the AVID Member Sites are allowed access to the website.

- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.
- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

**3.2. Trademark License:** Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to

the terms of this license and the other provisions of this Article III.

**3.3. Rights Reserved:** Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

**3.4. Proprietary Rights:** The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

**3.5. Enforcement:** The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

**3.6. Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

**3.7. Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

**3.8. Compliance with Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

**3.9. Data Collection:** On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

**3.10. Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

#### **Article IV. Compensation**

**4.1. Quotes—Invoicing and Payment:** AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

#### **Article V. Status of Parties**

**5.1. Independent Contractors:** AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

#### **Article VI. Authority**

**6.1. AVID Center Authority:** AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to

bind AVID Center to perform all of its obligations under this Agreement.

**6.2. Client Authority:** Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

#### **Article VII. Termination**

**7.1. Termination for Cause:** Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

**7.2. Termination Without Cause:** Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

**7.3. Cessation of Use:** Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

**7.4. Cumulative Remedies:** All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

#### **Article VIII. General Provisions**

**8.1. Governing Law and Venue:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action



(e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

**8.2. Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

**8.3. Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

**8.4. Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.5. Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

**8.6. Attorney Fees:** In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

**8.7. No Assignment, Delegation or Transfer:** Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

**8.8. Notice:** All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day

following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

**8.9. Counterparts:** This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

**8.10. Waiver:** The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

**8.11. Facsimile and Electronic Signatures:** The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

## **Article IX. Services and Products Exhibits**

**9.1 AVID Secondary Membership/Curriculum:** "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of AVID Standard Terms and Conditions.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the AVID Standard Terms and Conditions.

(b) **AVID Center Support for Secondary:** AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;

- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
  - Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
  - Access to the resources available through the password-protected MyAVID portal website;
  - Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
  - Review the quality of implementation through the certification processes;
  - Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
  - Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
  - Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.
- (c) **AVID Reports:** AVID Center agrees to provide Client with access to reports on AVID data collected by Client.
- (d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.
- (e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.
- (f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.
- (g) **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.
- (h) **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.
- (i) **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.
- (j) **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.
- (k) **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.
- (l) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.
- (m) **Curriculum Library:** To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote. AVID Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use an AVID Secondary library only at the AVID Member Sites for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID

Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.

- (n) **Curriculum Shipment(s):** If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

**9.2 AVID Elementary Membership/Curriculum:** "AVID Members" or "AVID Member Sites" are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

(b) **AVID Center Support for AVID Elementary:** AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;
- Access to coaching visits for implementation guidance;

- AVID Center technical assistance for the District Director;
- Coordination with Client's District Director to collect, report, and analyze data from AVID Member Sites;
- Permission to use the AVID Trademarks as described in the AVID Standard Terms and Conditions;
- Elementary AVID Weekly for each AVID Member Site listed on the Quote as implementing the Elementary program; and
- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

(c) **AVID Reports:** AVID Center agrees to provide Client with reports on AVID data collected by Client.

(d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

(e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

(f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

(g) **AVID Elementary Methodology:** AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.

(h) **AVID Elementary Staff Training:** Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute.

(i) **AVID Summer Institute:** All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.



(j) AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

(k) Curriculum Library: To ensure proper implementation of AVID Elementary, Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site newly implementing AVID Elementary, as listed on the Quote. Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

(l) Curriculum Shipment(s): If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client, if provided. Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,  
a California Non-Profit Corporation  
501(c)(3)

DocuSigned by:  
*David Greulich*  
ECA6539C000844D...

Signature: \_\_\_\_\_  
Print  
Name: David Greulich

Title: Controller

Date: 2/25/2019 | 8:31 AM PST

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594

Western Placer Unified School District

DocuSigned by:  
*Kerry Callahan*  
CD38A600F7F049F...

Signature: \_\_\_\_\_  
Print  
Name: Kerry Callahan

Title: Deputy Superintendent of Educational Servi

Date: 2/21/2019 | 2:36 PM PST

# 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  
Pacific Environmental Education Center and  
Foskett Ranch Elementary

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick   
Assistant Superintendent of  
Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Student Donations/Fundraising

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The attached contract is for services with Pacific Environmental Education Center and Foskett Ranch Elementary. The services are for a fifth grade science camp program to take place in Fort Bragg from October 8-11<sup>th</sup>, 2019. The rate of these services is \$175 per student and \$85 per chaperone. The total will be calculated by how many students attend. It will be paid with student donations and fundraising.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract agreement between Pacific Environmental Education Center and Foskett Ranch Elementary.



## Contract for Services

This agreement between \_\_Foskett Ranch\_\_\_\_ and Pacific Environmental Education Center (PEEC), a 501©3 non-profit California corporation, is entered into for the purposes of providing educational services for an outdoor education program to be conducted on the Mendocino Coast, on behalf of said school by Pacific Environmental Education Center.

PEEC will provide:

1. **Outdoor School Staff** of one site director and staff naturalists at an approximate ratio of 1 per every 10-12 students.
2. **Room and Board** for students, teachers parent chaperones and program staff.
3. **Supplies and Materials** as required for implementation of the program.
4. **Insurance** covering accident and sickness for all students in attendance.
5. **Extra Vehicle** to transport supplies and to serve as an emergency vehicle on site.

School to provide:

1. **One Teacher** per class.
2. **Transportation** between school and PEEC as well as between PEEC study sites.
3. **Chaperones** in the ratio of one chaperone for every eight to ten students.  
Additional chaperones will be required to pay full price.
4. **Liability Insurance** for program activities naming Pacific Environmental Education Center as an additional insured on said school's policy.

### Fee Schedule

Deposit- A deposit of \$1000 per week will reserve your approved program dates. This amount will be applied toward student tuition fees. It may also be carried over for the following year's deposit upon request. The deposit amount will be refundable only upon written notice to the director 16 weeks prior to arrival date of school.

1st Payment- ½ of the estimated student and chaperone fees are due 21 days prior to the date of arrival. This fee is refundable only upon cancellation of the week's program by PEEC.

2nd Payment- Bring the final payment on the day of arrival adjusted as closely as possible for the total number of students and chaperones attending. Any underpayments will be billed and overpayments will be refunded.

Any late payments will accrue an additional 1% per week if more than 7 days late.

## Contract for Services (Page 2)

PEEC trip for Spring/Fall Fall

School: Foskett Ranch Telephone: 916-434-5255

School Address: 1561 Joiner Pkwy, Lincoln, CA 95648

Teacher: \_\_\_\_\_ Principal: Castillo

Approximate number of students: \_\_\_\_\_ Grade attending: 5th

Program Date: October 8-11, 2019

Fee per student: \$175 Fee per chaperone: \$85

Estimated Total Fee: \_\_\_\_\_

Deposit status: \$1000 PAID

Estimated 1<sup>st</sup> payment: 1/2 total Due: September 24, 2019

Estimated final payment: Remainder Due: On Arrival

Students will arrive by: School Bus ☒ Charter Bus \_\_\_\_\_ Private Vehicles \_\_\_\_\_

Carrie Carlson  
School Signature Date 5/13/19

\_\_\_\_\_  
PEEC Signature Date

*Please complete and sign this contract. Return it to the PEEC office by ASAP\_. We will review and return your copy promptly.*

Pacific Environmental Education Center  
P.O. Box 2376  
Fort Bragg, CA 95437

# 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 – Hyatt Regency  
Sacramento for LHS Senior & Junior  
Prom on April 25, 2020

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent of Business & Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

Student Donations

### MEETING DATE:

May 21, 2019

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

The District has contracted on behalf of Lincoln High School with the Hyatt Regency Sacramento for facilities rental for the high school's Senior & Junior Prom on April 25, 2020. The cost is \$2,000.00 and will be paid from Student Donations.

### RECOMMENDATION:

Administration recommends the Board ratify the agreement for facilities rental between the Hyatt Regency Sacramento and Western Placer Unified School District.





HYATT REGENCY SACRAMENTO  
1209 L STREET  
SACRAMENTO, CA 95814- US

Telephone: (916) 443-1234  
Fax: (916) 321-3788

April 22, 2019

**CATERING CONTRACT**

GROUP NAME: LINCOLN HIGH SCHOOL  
FUNCTION NAME: SENIOR PROM  
CONTACT NAME: MARY MACQUEEN  
ADDRESS: 790 J STREET  
LINCOLN, CA 95648  
PHONE NUMBER: (916) 645 6360  
EMAIL ADDRESS: [MMACQUEEN@WPUSD.ORG](mailto:MMACQUEEN@WPUSD.ORG)

Day	Date	Function	Time	Set Up	# of guests	Room Rental
Saturday	4/25/2020	SET UP	12:00 PM-05:00 PM	BANQUET ROUNDS/RECEPTION	600	\$ 0
Saturday	4/25/2020	SENIOR PROM	05:00 PM-12:00 AM	BANQUET ROUNDS/RECEPTION	600	\$ 2,000

LINCOLN HIGH SCHOOL ("Group") and HYATT REGENCY SACRAMENTO ("Hotel") agree as follows:

**DEFINITE BOOKING**

Once you sign and return this agreement, along with the required deposit of **\$2,000.00**, your reservation will be confirmed and considered a definite booking. This signed contract and deposit of **\$2,000.00** are due on **4/29/19**.

**MINIMUM REVENUE COMMITMENT**

Based on the approximate number of guests set forth above, a minimum of **\$19,000.00** in combined banquet food and beverage revenue and **\$2,000.00** in meeting room rental will be spent at your function. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your function.

**SPECIAL HOTEL CONCESSIONS**

In consideration of achievement of Group's minimum revenue commitment, the Hotel will provide the following:

- Your Choice of (2) Complimentary Standard Rooms or (1) Complimentary Suites on the Night of April 25, 2020
- (10) Complimentary Valet Parking Passes (Not Valid for Overnight Guests)

**CANCELLATION POLICY**

Either the Hotel or Group may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following scale:

More than six(6) months from arrival date (40% of estimate revenue)	\$8,400.00
Less than six(6) months to one(1) month from arrival date (60% of estimate revenue)	\$12,600.00
Less than one(1) month up to arrival date (75% of estimate revenue)	\$15,750.00

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

#### **FORCE MAJEURE**

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, restriction on food, beverage or other supplies or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In order to terminate this agreement under this provision, the terminating party must provide written notice to the other party within five (5) days of the occurrence of any of these events. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

#### **GUARANTEE COUNTS**

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. Please provide the guarantees on the following days\*:

Day of Function:	Guarantee due on the preceding:
Saturday	Wednesday

\*National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

The Hotel will be prepared to serve 3% more than the guaranteed number of attendees and cannot be responsible for service to more than 3% over the guarantee for groups of up to 1,000 persons.

#### **TAXES**

All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them.

#### **FOOD AND BEVERAGE**

No food and beverage of any kind may be brought into the Hotel by the Group or any of the Group's guests or invitees.

#### **PAYMENT**

The hotel requires full prepayment on all events seven (7) business days prior to a group's arrival. Payment may be made by credit card or check. The estimated charges for this event are due March 7, 2019.

#### **SERVICE CHARGE**

A 24% Service Charge and applicable taxes shall be added to all food and beverage and room rental fees.

#### **INDEMNIFICATION AND HOLD HARMLESS**

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

#### **INSURANCE**

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

**PERMITS/LICENSES**

In the event that the Group's function requires a permit or license from any governing body, local, state or federal, the Group is solely responsible for obtaining such license or permit at Group's expense.

**CHANGES; NOTICE**

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

**DAMAGES**

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

**AGREEMENT**

This Agreement, along with the attached Hotel's Information Sheet, which is incorporated herein by reference, are all of the terms agreed to by the parties. The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your organization to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

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

Signature: \_\_\_\_\_  
JESSICA NEAL  
(HYATT REGENCY SACRAMENTO)

Date: May 9, 2019

Signature:   
Printed: MARY MACQUEEN  
(LINCOLN HIGH SCHOOL)

Date: 5/15/19

  
District Office WPUSD

Asst Supt of Business Svs and Operations



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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Student Discipline  
Stipulated Expulsion  
Student #18-19-J

**AGENDA ITEM AREA:**

Consent Session

**REQUESTED BY:**

Chuck Whitecotton  
District Hearing Officer

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #18-19-J.

**RECOMMENDATION:**

The Administration recommends the Board of Trustees disclose approve the Stipulated Expulsion of Student #18-19-J

wp/rk/factform

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

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

**DISTRICT GLOBAL GOALS**

- 1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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- 4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
- 5. Promote student health and nutrition in order to enhance readiness for learning.**

**SUBJECT:**

Student Discipline  
Stipulated Expulsion  
Student #18-19-K

**AGENDA ITEM AREA:**

Consent Session

**REQUESTED BY:**

Chuck Whitecotton  
District Hearing Officer

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #18-19-K.

**RECOMMENDATION:**

The Administration recommends the Board of Trustees disclose approve the Stipulated Expulsion of Student #18-19-K.

wp/rk/factform

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

**SUBJECT:**

Approve Schools Insurance Group Joint Powers Agreement

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick, Assistant Superintendent of Business and Operations 

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The attached is the revised Schools Insurance Group (SIG) joint powers agreement (JPA) to reflect the revision under section A - Withdrawal to revise the notification date from March 31 to December 31 for any member wishing to withdraw from the SIG JPA the following July 1. This will bring the document into alignment with the other SIG documents, which were amended in this manner in 2016.

**RECOMMENDATION:**

Administration recommends that the Board approve the Schools Insurance Group revised joint powers agreement.



**A JOINT POWERS AGREEMENT FORMING THE SCHOOLS RISK AND INSURANCE  
MANAGEMENT GROUP**

The undersigned Public Education Agencies entered into this Agreement for the purpose of establishing, operating, and maintaining a self-insurance program for Workers' Compensation and other self-insurance and risk management programs.

**Recitals**

WHEREAS, this Agreement is entered into pursuant to the provisions of the Joint Exercise of Powers Act, commencing at section 6500 of the California Government Code, and California Education Code section 17567, which authorize public agencies and school districts to jointly insure or self-insure their liabilities and to perform other related services through a joint powers agreement;

WHEREAS, California Government Code sections 990.4, 990.6 and 990.8 enable a public entity to self-insure or purchase insurance jointly with other entities under a joint powers agreement;

WHEREAS, California Labor Code section 3700 enables public entities to self-insure their workers' compensation liabilities with approval by the California Department of Industrial Relations; and

WHEREAS, it is to the mutual benefit of the parties herein, and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATION AGENCIES, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

**ARTICLE I - CREATION OF THE SCHOOL RISK AND INSURANCE MANAGEMENT GROUP  
(SRIMG)**

Pursuant to the California Government Code section 6503.5, there is hereby created a public entity separate and apart from the parties hereto, to be known as the "School Risk and Insurance Management Group," hereinafter designated as "**SIG**", "**SRIMG**" or "**the Group**." The debts, liabilities, or obligations of the **Group** do not constitute debts, liabilities, or obligations of any party to this **Agreement**.

**SRIMG** shall have the powers common to **Public Education Agencies** for the accomplishment of the purposes of this **Agreement**, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities, or obligations to any party to this **Agreement**; to acquire, hold or dispose of property; to receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and to be sued in its own name. Said powers shall be exercised in the manner provided in the law, and except as expressly set forth herein, shall be subject only to such restrictions upon the manner of exercising such powers as are imposed upon Placer County Office of Education.

## ARTICLE II - PURPOSES

The purposes of this **Agreement** shall be to provide the parties with the capabilities of self-insurance, pooling, and joint purchase of insurance programs, and the establishment and maintenance of funds to pay for desired insurance coverage or self-insured claims. Such program shall include, but will not be limited to administrative services, such as claims adjusting, administration, safety engineering, and other risk management services.

## ARTICLE III - DEFINITIONS

The following terms shall have the meaning as herein stated, except where the context requires otherwise:

- a. **Agreement** shall mean this Joint Powers Agreement forming the School Risk and Insurance Management Group.
- b. **Bylaws** shall mean the Bylaws adopted, or as amended, by the **Joint Powers Board**.
- c. **Group**, **SRIMG**, or **SIG** shall mean the Schools Risk and Insurance Management Group, a joint powers authority created by this **Agreement**.
- d. **Joint Powers Board** shall be the governing board of the **Group** as described in Article VIII.
- e. **Member** shall mean an entity that signed this **Agreement** at the inception of the **Agreement** or thereafter.
- f. **Non-voting Member** is an entity that signed this **Agreement** whose governing body consists exclusively of representatives from other **Members**.
- g. **Program** shall mean a self-funded, group purchase, or combination self-funded and group purchase, coverage, including ancillary services to enhance such programs, provided to the **Members** of the **Group**.
- h. **Public Education Agency** shall mean a school district, county superintendent of schools, regional occupation program, community college, school joint powers authority, or a public or non-profit entity composed entirely of **Members** or formed exclusively to serve a **Member** or **Members**.



- i. **Representative** shall mean the representative or alternate appointed by the **Member** in accordance with Article VIII, below.
- j. **Voting Member** shall mean a **Member** that has been approved by the **Joint Powers Board** and is entitled to vote. Exhibit A, which is attached to this **Agreement** and incorporated herein, lists the **Voting Members**. Exhibit A will be amended without further approval upon a change in **Voting Members**.

#### ARTICLE IV - MEMBERS

##### A. ELIGIBILITY

Each initial party to this **Agreement** must be a **Public Education Agency** and shall become a **Member** on the effective date of this **Agreement**. The **Members** are entitled to the rights and privileges, and are subject to the obligations of membership, all as are provided in this **Agreement**. A **Public Education Agency** desiring membership after initial operation has begun shall apply under the provisions of the **Bylaws**. All parties shall be bound by this **Agreement**, the **Bylaws**, the **Program** policies, and the other governing documents of **SRIMG**.

##### B. MEMBERS' OBLIGATIONS

Each **Member** shall cooperate fully with **SRIMG** in investigating, defending and settling claims for which **SRIMG** provides coverage; shall pay cash contributions, assessments and other charges promptly; and shall comply with the terms of this **Agreement**, the **Bylaws**, the **Program** policies and procedures in which the **Member** participates, and such other policies and procedures adopted by **SRIMG**.

Each **Voting Member** shall appoint a Representative and an alternate to the **Joint Powers Board**.

#### ARTICLE V - WITHDRAWAL AND EXPULSION

##### A. WITHDRAWAL

No **Member** may terminate its membership as a party to this **Agreement** for three (3) years after becoming a party. After the expiration of said three (3) year period, a **Member** may terminate its participation in this **Agreement** by giving written notice to the **Joint Powers Board**. The terminating **Member** must provide written notice to the **Joint Powers Board** by December 31st and the termination shall be effective as of the end of the fiscal year that said written notice is received. A copy of official Governing Board action terminating its membership as a party to this **Agreement**, as adopted by the terminating **Member's** governing board, shall constitute "written notice". A withdrawing **Member** shall have no right to the contributions made to **SRIMG**, except as provided in the **Bylaws** or other governing documents.



## B. EXPULSION

**SRIMG** may expel a **Member**, with or without cause, by a two-thirds affirmative vote of those **Representatives** voting at a regular or special meeting of the **Joint Powers Board**. Such expulsion shall not be effective for at least ninety (90) days after the vote of the **Joint Powers Board**.

## C. EFFECTS OF WITHDRAWAL OR EXPULSION

In accordance with California Government Code section 6512.2, the expulsion or withdrawal of a **Member** shall not be construed as the completion of the purpose of this **Agreement** and shall not require the repayment or return to the **Member** of all or any part of the contributions, payments or advances made by the **Member**. A **Member** who withdraws or is expelled shall remain liable for any obligations arising out of the period during which the **Member** participated in **SRIMG**.

## ARTICLE VI - DISSOLUTION

**SRIMG** may be dissolved with the approval of two-thirds of the **Voting Members** as reflected in a resolution adopted by the **Voting Members'** governing boards. Upon such approval, **SRIMG** shall continue to be responsible for all existing assets and liabilities. No assets may be divided or returned until all outstanding obligations of **SRIMG** have been resolved or a paid-up contract has been enacted that removes **SRIMG** from any further obligation. Said paidup contract may impose responsibility for any outstanding claims on the **Members**. Disposition of assets will be made in proportion to the contributions of the current **Members**. Upon disposition of the assets, **SRIMG** shall be terminated and dissolved.

## ARTICLE VII - BYLAWS

**SRIMG** shall be governed by **Bylaws** adopted by the **Joint Powers Board**. The **Bylaws** may be amended and restated, and shall not be inconsistent with this **Agreement**.

## ARTICLE VIII - JOINT POWERS BOARD

### A. COMPOSITION

**SRIMG** shall be governed by a **Joint Powers Board** consisting of a Representative from each **Voting Member**. Each **Voting Member** shall also appoint one alternate. The alternate appointed by a **Voting Member** shall have the authority to attend, participate in, and vote at any meeting of the **Joint Powers Board** when the Representative for whom he/she is an alternate is absent from said meeting. The Representative or alternate shall be appointed in writing by the **Member** and shall be a member of the **Voting Member's** management staff.

For purposes of transacting business at a meeting of the **Joint Powers Board**, a "quorum" is a majority of the **Representatives** or alternates who are present at the meeting. If a "quorum" is present, the affirmative vote of a majority of the **Representatives** or alternates at the meeting and voting on any matter, shall be deemed the act of the **Voting Members** unless the vote of a greater number is required.

B. POWERS OF THE JOINT POWERS BOARD

The **Joint Powers Board** shall be empowered to govern the operations of **SRIMG**, and shall have such powers as are not reserved to the **Members**. The **Joint Powers Board** shall have the power to delegate any and all powers not specifically reserved to itself, to an Executive Committee, Executive Director, or other agent of **SRIMG**.

The powers retained by the **Joint Powers Board** shall include the following:

- a. Approve a new **Member** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**;
- b. Expel a **Member** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**;
- c. Create or dissolve a **Program** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**;
- d. Amend the **Bylaws**;
- e. Adopt the annual budget of the **Group**;
- f. Adopt an investment policy;
- g. Elect the members of the **Executive Committee**;
- h. Elect the officers of the **Group**; and
- i. Declare assessments and dividends.

Subsections d through i above are actions requiring only a majority vote of those **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**.

Amendments to documents specific to a particular coverage program shall be amended at a regular or special meeting of the **Joint Powers Board**, by a majority vote of the **Representatives** or alternates of those **Voting Members** that participate in the program. However, the **Joint Powers Board**, as a whole, shall have the authority to approve budgets, including contributions, dividends, or assessments for any program.

**ARTICLE IX - INDEMNIFICATION**

Pursuant to California Government Code section 6512.2, this Agreement is not subject to California Government Code section 895.2 and the **Members** are not jointly and severally liable for

any liability imposed upon any **Member** or the **Group** caused by a wrongful act occurring in the performance of this **Agreement**.

The **Members** of the **Joint Powers Board**, any committee of the **Group**, or an employee of the **Group** shall be indemnified, and the **Group** agrees to hold such **Members** and employees harmless from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amounts actually and reasonably incurred by reason of, or as a result of, their official participation and action in pursuance of the execution or administration of the **Group** or this **Agreement**.

#### **ARTICLE X - STRICT ACCOUNTABILITY OF FUNDS**

**SRIMG** shall have strict accountability of all funds and reports of all receipts and disbursements relating to the **Programs**, and **SRIMG** shall comply with provisions of California Government Code section 6505. Although the funds of **SRIMG** shall be held in common there shall be an accounting by Program. The Treasurer or other designee shall cause a financial audit to be performed annually.

The Treasurer or other designee shall receive, invest and disburse funds only in accordance with the procedures established by the **Joint Powers Board** and in conformity with applicable law. The Treasurer shall invest funds in compliance with State law and the investment policy adopted by the **Joint Powers Board**.

#### **ARTICLE XI - FISCAL YEAR**

The fiscal year of **SRIMG** shall commence on July 1 of each year and end on June 30 of the succeeding year.

#### **ARTICLE XII - ANNUAL BUDGET**

The **Joint Powers Board** shall adopt an annual budget prior to the inception of the fiscal year for which the budget applies.

#### **ARTICLE XIII - NOTICES**

Notices to **Members** under this **Agreement** shall be sufficient, if mailed by USPS FirstClass Mail, to their respective addresses on file with **SRIMG**. Notice to **SRIMG** shall be sufficient, if mailed by USPS First-Class Mail, to the address of **SRIMG** as contained in the **Bylaws**.

#### **ARTICLE XIV - PROHIBITION AGAINST ASSIGNMENT**

No **Member** may assign any right, claim or interest it may have under this **Agreement**, and no creditor, assignee or third party beneficiary of any **Member** shall have any right, claim, or title to any part, share, interest, or asset of **SRIMG**.



#### **ARTICLE XV - AMENDMENTS**

Proposed amendments to this **Agreement** shall be given to the **Joint Powers Board** at least thirty (30) days prior to a regular or special meeting. Only after discussion and approval by the **Joint Powers Board**, at a duly noticed meeting, shall an amendment be submitted to the governing boards of the **Members** for approval. The approval of a majority of the **Members**, as reflected in a resolution adopted by the governing board of the **Members**, is required to amend this Agreement. The amendment is effective upon the approval of a majority of the **Members'** governing boards or on such date stated in the proposed amendment, whichever is later. Each **Member** shall file with **SRIMG** a copy of the resolution adopted by its governing board, approving such amendment.

#### **ARTICLE XVI - SEVERABILITY**

Should any portion, term, or provision of this **Agreement** be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

#### **ARTICLE XVII - AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

#### **ARTICLE XVIII - EXECUTION IN COUNTERPARTS**

This **Agreement** may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but together shall constitute one and the same.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement as of the 21<sup>st</sup> day of May, 2019.

Member: Western Placer Unified School District

By: \_\_\_\_\_

Title: Damian Armitage, WPUUSD Board President

Date: May 21, 2019

Exhibit A

**VOTING MEMBERS OF**

**SCHOOLS INSURANCE AND RISK MANAGEMENT AUTHORITY**

The following **Members** are **Voting Members** of Schools Insurance and Risk Management Authority:

Ackerman Elementary School District  
Alta-Dutch Flat Union Elementary School District  
Auburn Union School District  
Black Oak Mine Unified School District Chicago  
Park School District  
Clear Creek Elementary School District Colfax  
Elementary School District  
Dry Creek Joint Elementary School District  
Eureka Union School District  
Folsom-Cordova Unified School District  
Foresthill Union School District  
Grass Valley School District  
Lake Tahoe Unified School District  
Loomis Union School District  
Marysville Joint Unified School District Nevada  
City School District  
Nevada County Superintendent of Schools  
Nevada Joint Union High School District  
Newcastle Elementary School District  
Penn Valley Union Elementary School District  
Placer County Office of Education  
Placer Hills Union School District  
Placer Union High School District  
Pleasant Ridge Union School District  
Rocklin Unified School District  
Roseville City School District  
Roseville Joint Union High School District  
Tahoe Truckee Unified School District  
Twin Ridges Elementary School District  
Union Hill School District  
Western Placer Unified School District

A change in **Voting Members** shall be reflected in an amendment to this Exhibit and further authority is not required.

**Acknowledgement of Non-Voting Member**

The undersigned **Public Education Agency** acknowledges that:

1. It is a **Non-voting Member** and, as such, it does not have a vote on the **Joint Powers Board** and shall not appoint a **Representative** or an alternate to the **Board**. .
2. It has all the obligations of a **Member**, including (but not limited to) those obligations in Article IV, paragraph B, Article V and Article VI.
3. It shall appoint a member of its staff with whom the **Joint Powers Board** shall forward notices and other correspondence and from whom the **Joint Powers Board** will accept notices and other correspondence sent on behalf of the Public Education Agency.

Member: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



**INFORMATION**

**DISCUSSION**

**ACTION**

**ITEMS**

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

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

## 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:

Western Placer Unified School District - Election  
Analysis of Measure H Bond – November 6, 2018

### AGENDA ITEM AREA:

Information/Discussion

### REQUESTED BY:

Scott Leaman, Superintendent   
Audrey Kilpatrick, Asst. Supt. - Business & Operations

### ENCLOSURES:

Enclosed

### DEPARTMENT:

Administration

### FINANCIAL INPUT/SOURCE:

N/A

### MEETING DATE:

May 21, 2018

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

Unfortunately Measure H was unsuccessful in passing in the November 2018 election. Administration has requested an election comparison analysis of Measure H to the Measure N (passed in 2016), Measure A (passed in 2014) and Measure J (not passed in 2010). The analysis, completed by Amanda Clifford of Clifford Moss, will compare Measure H to the past three bond measures, voting results, particular individual measure packaging, key demographics and other pertinent information.

### RECOMMENDATION:

Administration requests that the Board of Trustees review the presented information for discussion and comments.

# **Election Analysis**

Bond Measure: Measure H

May 21, 2019

Western Placer Unified School District



# RESULTS

Measure H Election Results	# VOTERS	%
Measure H - Yes	10,196	41.24%
Measure H - No	14,525	58.76%
All Votes Cast on Measure H	24,721	100%

\*Data sourced from Placer County Registrar of Voters

## *After Filing for the Ballot*

### **Measure H “Organics”**

**Within the 88-Day Campaign Window**

- **High Voter Turnout**
- **Argument Against & Rebuttal of Measure H was Filed**
- **Voters’ Perception Of District – continues to be positive**
- **Targeted Project List for Bond Funds**
- **No Campaign**
- **District Provided Limited Info-Only + Q&A (1 Information Night)**



## 75-Word Ballot Question

“Shall the measure to improve schools and student safety with funding that cannot be taken by the State, upgrade safety/security communication systems, qualify for State matching funds; provide health science labs/classrooms, college/job training facilities; aquatic center/physical education facilities, shall Western Placer Unified School District issue \$60,000,000 in bonds with an average of \$3,600,000 raised annually for 32 years at average tax rates of 2.5¢ per \$100 of assessed value, requiring independent audits/oversight be adopted?”



## Measure H Project Summary

### Measure H will:

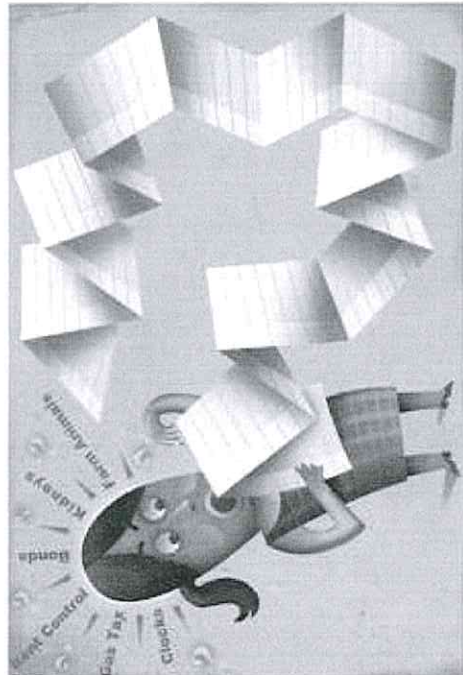
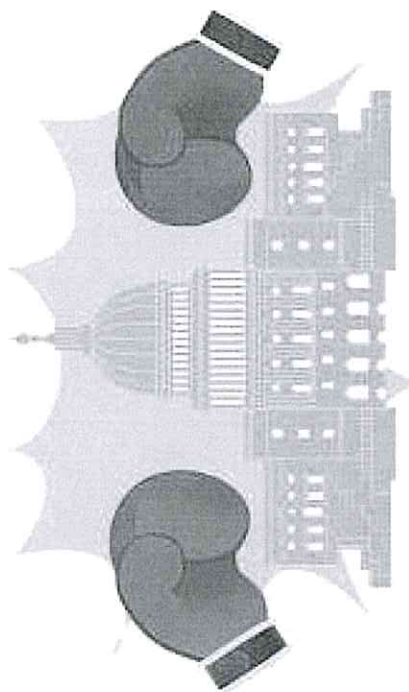
- **Upgrade** school safety and security, including security lighting, fencing, fire safety, and emergency communication systems
- **Provide** classrooms and labs for health sciences, Career Technical Education, college, and job training courses
- **Improve** access to colleges and careers in fields like medical/biomedical research, physiology, engineering, technology, and agriculture
- **Upgrade** deteriorated play equipment, physical education facilities, and fields to improve student safety
- **Construct** an aquatic center
- **Increase** access to school facilities for individuals with disabilities

**CliffordMoss.**

# Political Environment

The Daily News California voter turnout sets recent record for...

California voter turnout sets recent record for a midterm



Blue wave of money propels 2018 election to record-breaking \$5.2 billion in spending

By Associated Press and The New York Times



Clifford Moss.





## **Available Data**

- WHO voted
- Yes/No vote tally down to the polling precinct level, which allows for geographic analysis
- Based on the demographics of each precinct and the yes/no tally for each precinct, LIMITED demographic analysis

## **Unavailable Data**

- HOW individual voters voted



## Election Results

Measure H Election Results	# of Voters	%
<b>Measure H - Yes</b>	10,196	41.24%
<b>Measure H - No</b>	14,525	58.76%
<b>All Votes Cast on Measure H</b>	24,721	100%

**But let's dig DEEPER...**

**Election Day: Tuesday, November 6, 2018**

\*Data source from Placer County Registrar of Voters

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## Compared to Recent History

Measure and Year	Votes Cast	Yes %
Measure J - 2010	20,294	44.57%
Measure A - 2014	17,418	61.67%
Measure N - 2016	26,595	56.45%
Measure H - 2018	24,721	41.24%

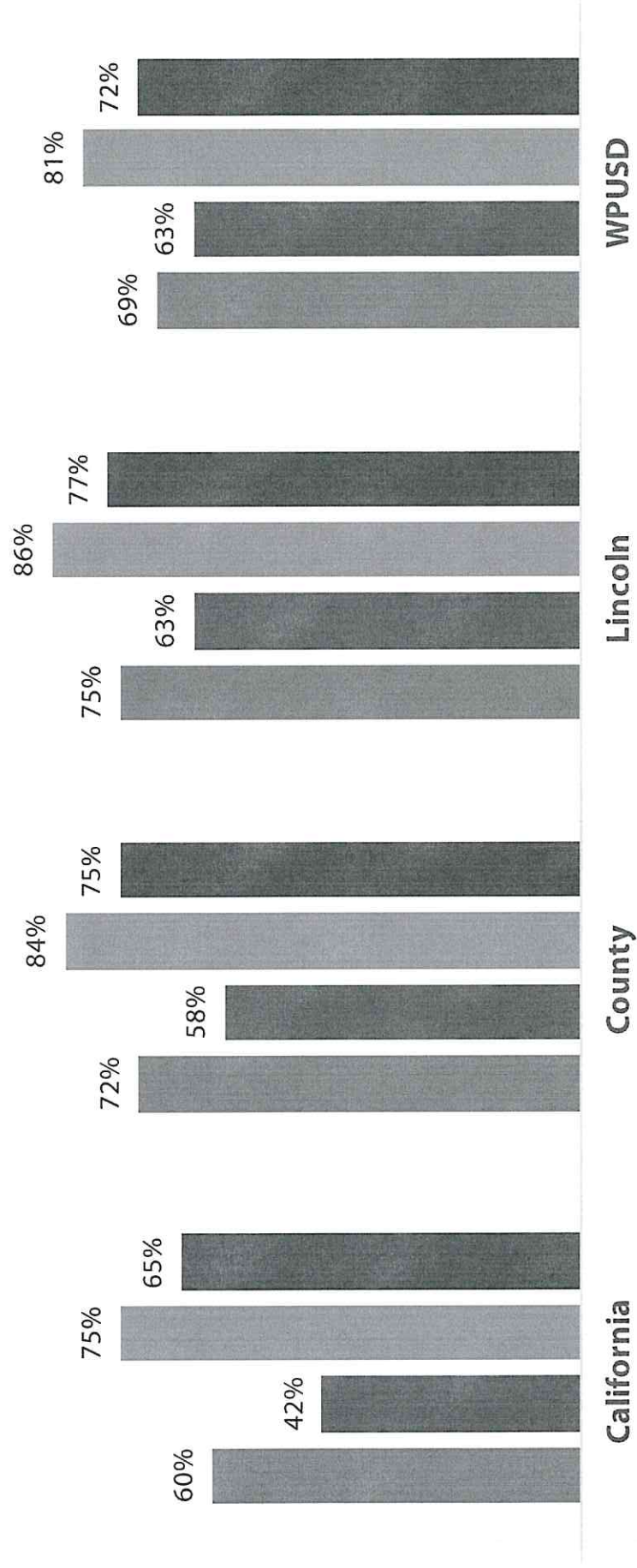
\* Data source from Placer County Registrar of Voters



# Turnout

## General Election

■ 2010 ■ 2014 ■ 2016 ■ 2018

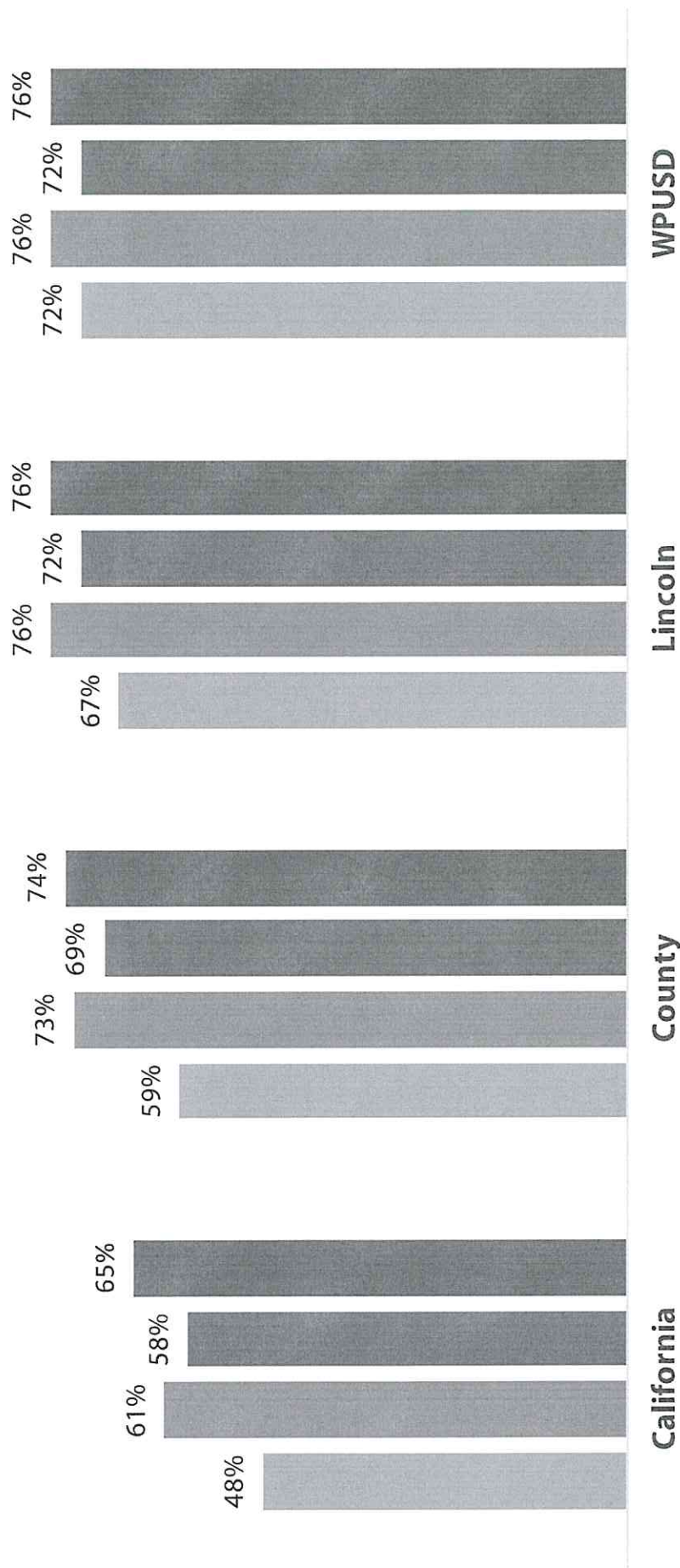




# Turnout

## Vote by Mail (VBM)

■ 2010 ■ 2014 ■ 2016 ■ 2018



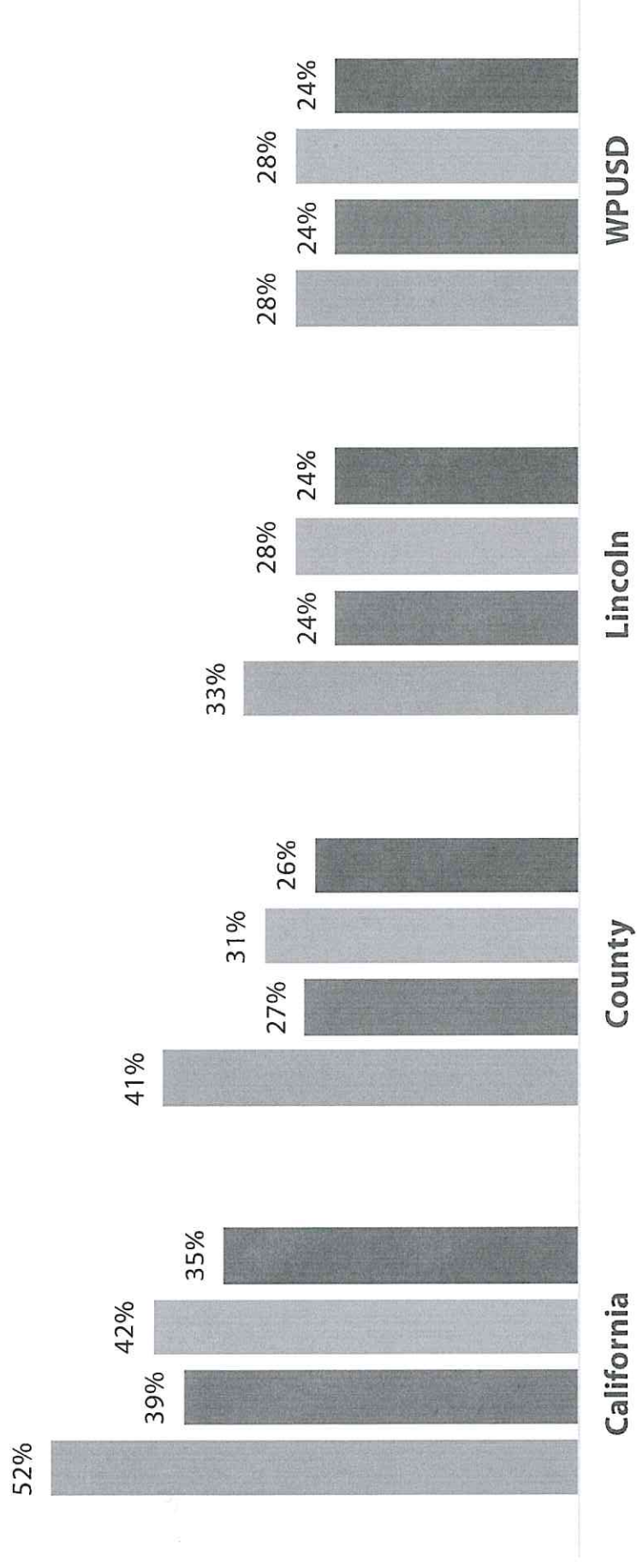
\*Data sourced from Placer County Registrar of Voters

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# Turnout

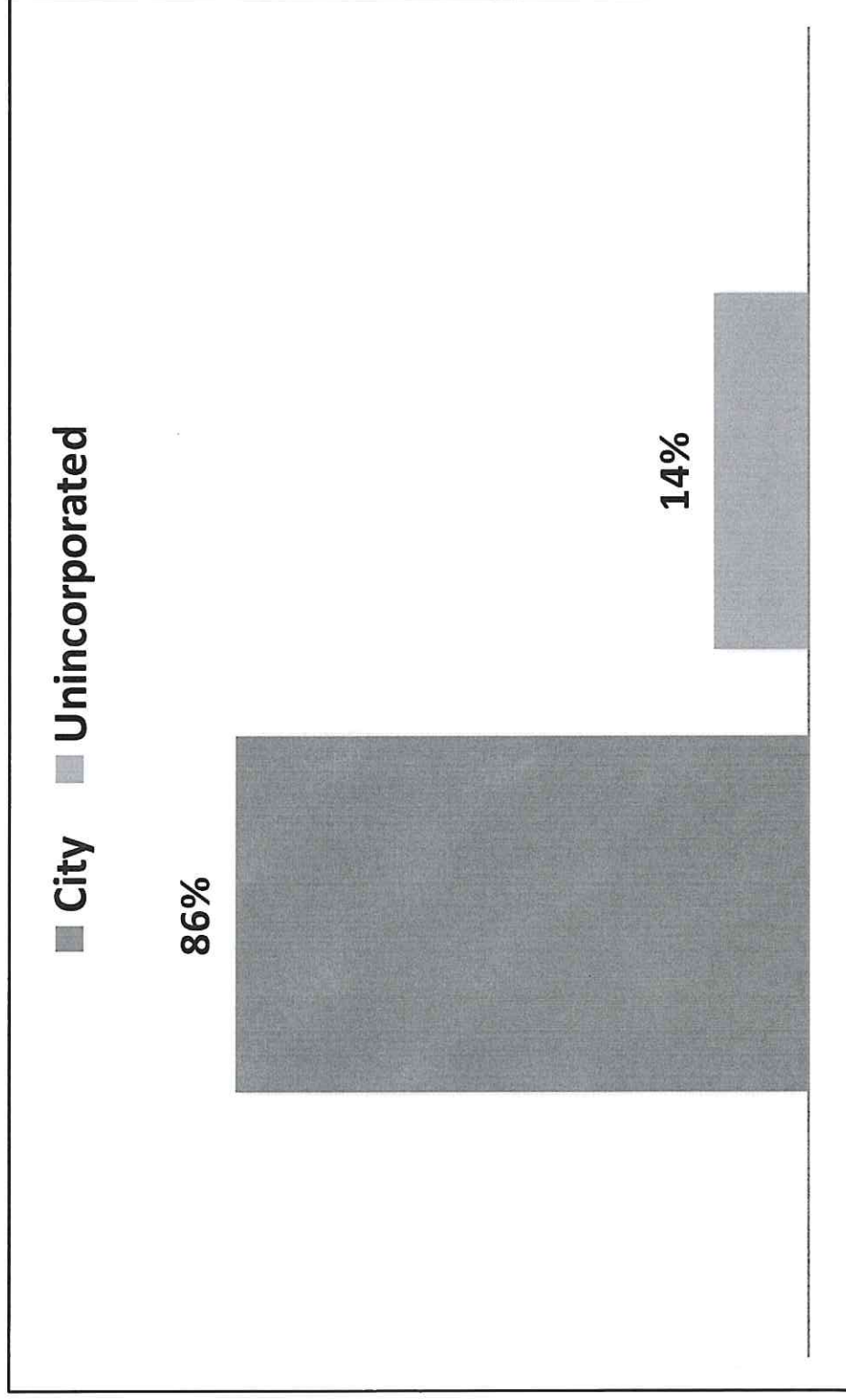
## Polling Place Voters

■ 2010 ■ 2014 ■ 2016 ■ 2018



\*Data sourced from Placer County Registrar of Voters

## WPUSD Voters: City of Lincoln vs. Unincorporated Areas



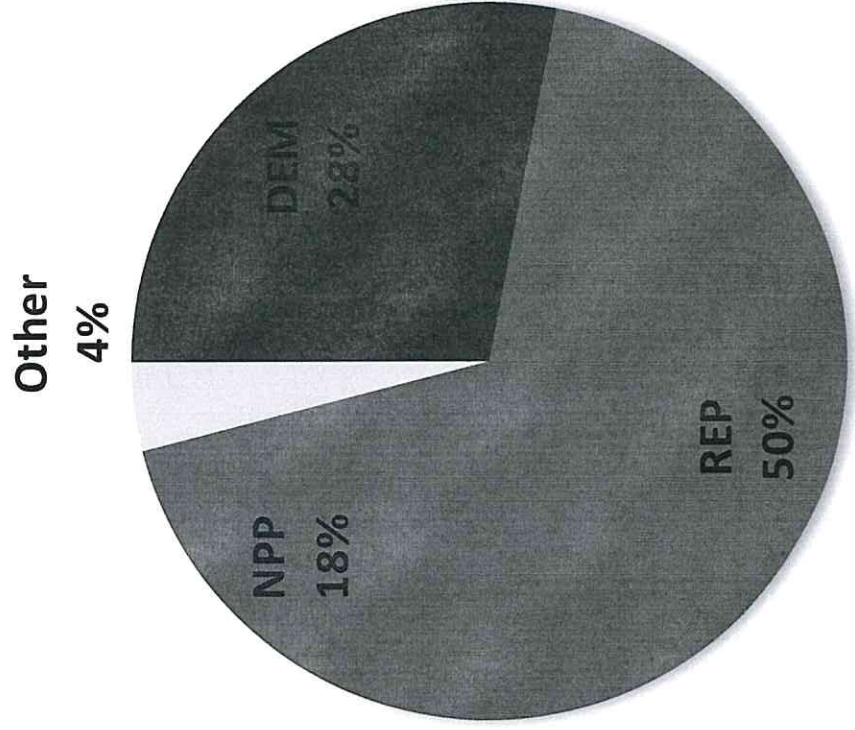
\* Data sourced from the Placer County Registrar of Voters



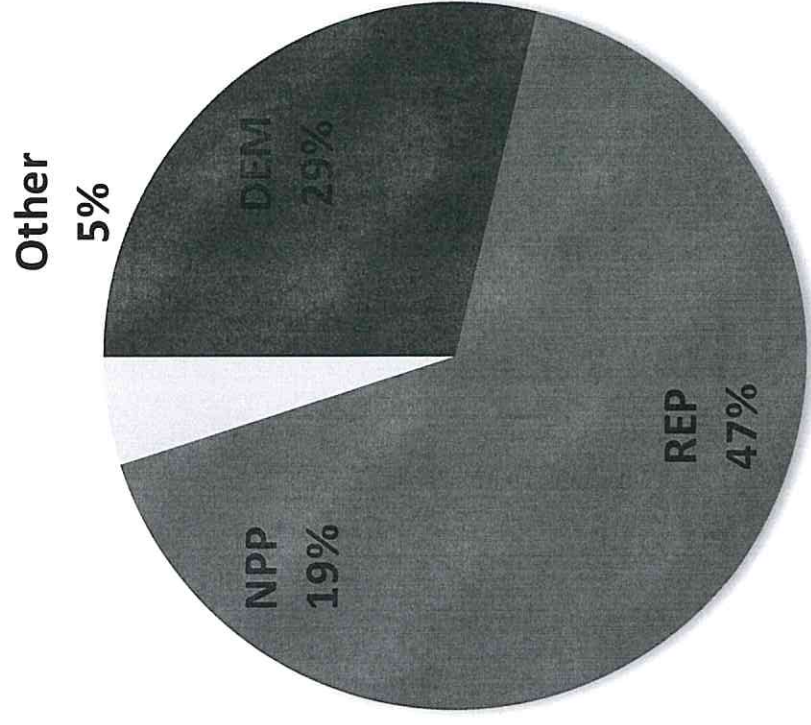
## Political Party

Among those *who DID VOTE* on Measure N & H\*

**Nov. 8, 2016**



**Nov. 6, 2018**



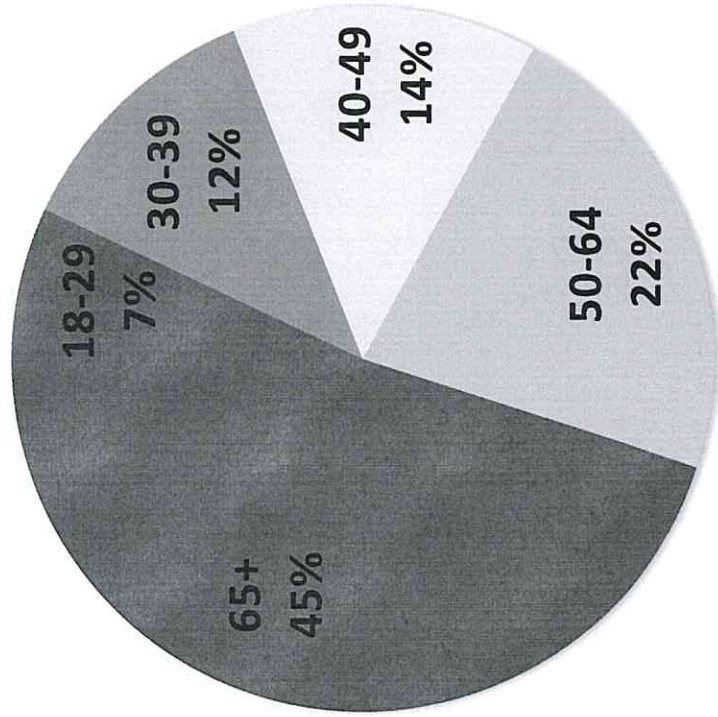
**Clifford Moss.**

# Key Demographics

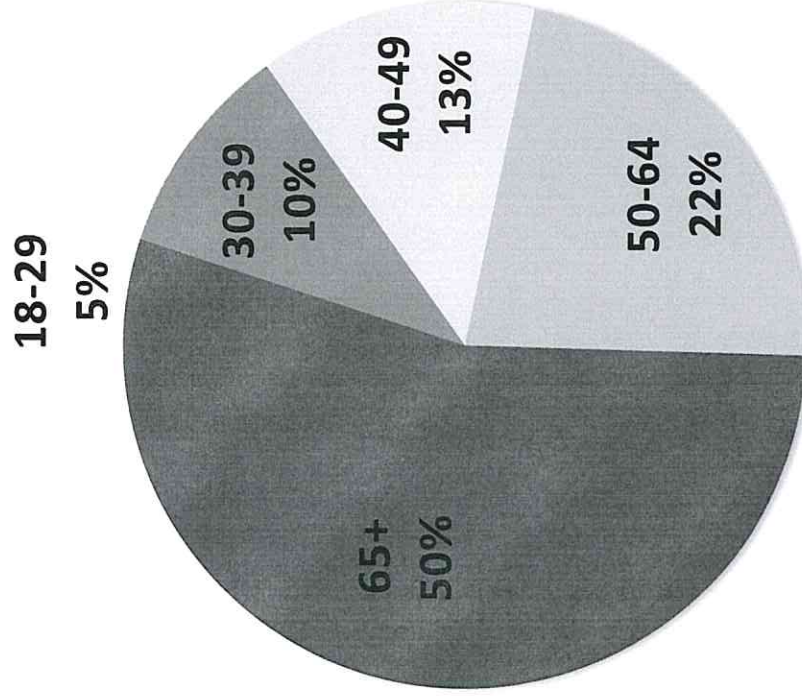
## Age

Among those who *DID VOTE* on Measure N & H\*

**Nov. 8, 2016**



**Nov. 6, 2018**

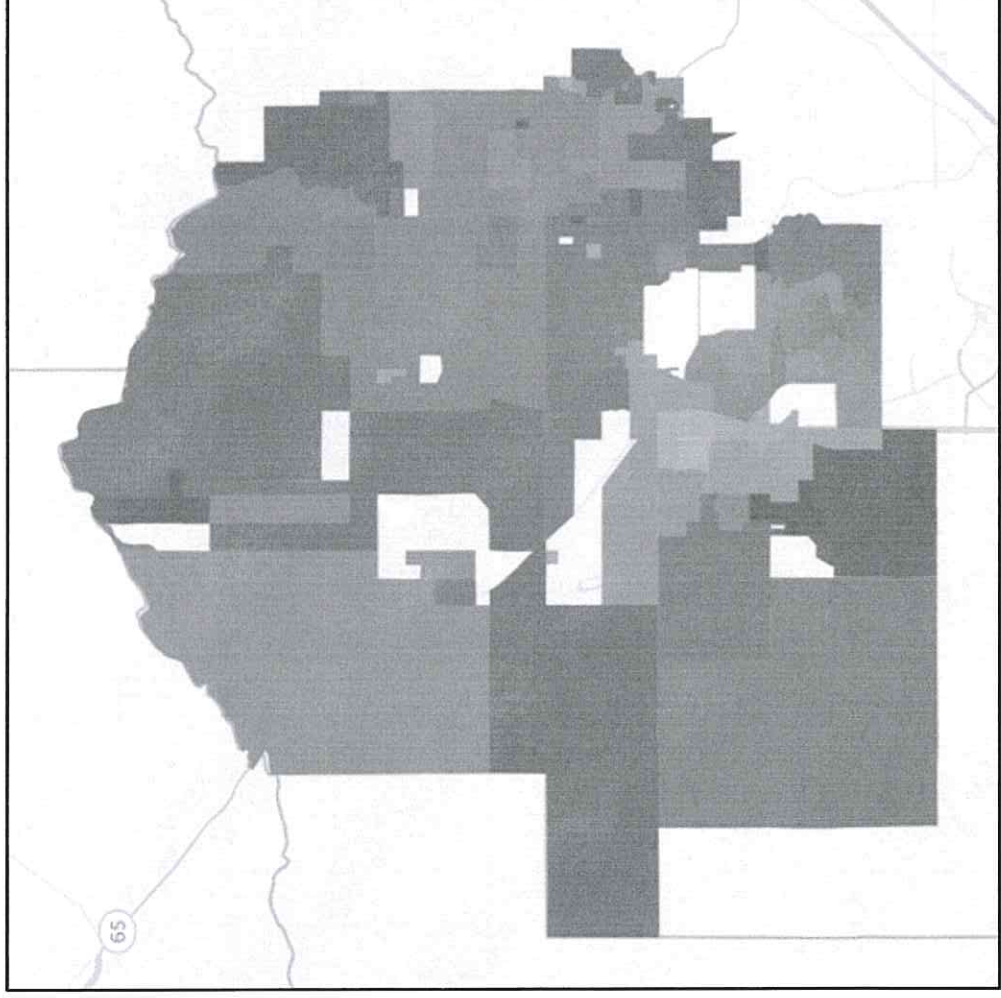


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# *Election Data*

**The only thing that matters: voters INSIDE WPUSD!**





## Measure H

Turnout*	Voters	%
Total WPUUSD Voter Voted	26,243	100%
Likely November 2018	21,955	84%
Unlikely November 2018	4,288	16%

Voting Venue*	Voters	%
Vote by Mail	19,847	76%
Polling Place	4,419	24%

\*Data sourced from Placer County Registrar of Voters

# Election Results

## Precincts with Highest Yes Percentage

Precinct	Reg.	Area	Turnout	Yes	Yes %	No	No %
0260323	1067	Est. Lincoln	597	325	57.83%	237	42.17%
0260324	970	Est. Lincoln	645	303	50.00%	303	50.00%
0260327	1015	Est. Lincoln	690	309	48.43%	329	51.57%
6260331	229	Est. Lincoln	172	79	47.88%	86	52.12%
0260318	1141	Sun City	1059	466	47.45%	516	52.55%
0260326	1033	Est. Lincoln	719	304	44.90%	373	55.10%
0260319	748	Sun City	688	287	44.63%	356	55.37%
0260329	1482	Foskett Ranch	1060	442	44.33%	555	55.67%
0260325	1302	Est. Lincoln	902	374	44.31%	470	55.69%
0260309	699	12 Bridges	651	268	44.30%	337	42.17%

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17 \*Data sourced from Placer County Registrar of Voters



# Election Results

## Precincts with Lowest Yes Percentage

Precinct	Reg.	Area	Turnout	Yes	Yes %	No	No %
6352129	100	Auburn Area	83	15	19.23%	63	80.77%
6261328	80	Thermalands	74	15	21.43%	55	78.57%
6261202	62	Sheridan	46	9	21.95%	32	78.05%
6261309	119	Est. Lincoln	95	20	21.98%	71	78.02%
6261401	117	Auburn Area	97	23	24.21%	72	75.79%
0261302	626	Est. Lincoln	472	121	27.56%	318	72.44%
6261103	208	West Lincoln	159	44	28.95%	108	71.05%
0261318	407	Thermalands	302	85	29.82%	200	70.18%
0261102	429	West Lincoln	326	96	30.87%	215	69.13%
0260305	929	Catta Verdera	711	210	31.16%	464	68.84%

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18 \*Data sourced from Placer County Registrar of Voters



# Election Results

## Precincts with Highest Voter Turnout

Precinct	Reg.	Area	Turnout	Yes	Yes %	No	No %
0260310	1369	12 Bridges	1266	493	41.64%	691	58.36%
0260304	1522	12 Bridges	1146	440	40.22%	654	59.78%
0260329	1482	Foskett Ranch	1060	442	44.33%	555	55.67%
0260318	1141	Sun City	1059	466	47.45%	516	52.55%
0260314	1466	Lincoln Crossing	1048	404	41.06%	580	58.94%
0260317	1148	Sun City	1046	426	44.24%	537	55.76%
0260307	1113	12 Bridges	1027	371	38.77%	586	61.23%
0260315	1385	Lincoln Crossing	1017	392	39.96%	589	60.04%
0260303	1365	12 Bridges	976	920	40.71%	533	59.29%
0260312	1046	12 Bridges	968	895	42.07%	512	57.93%

19 \*Data sourced from Placer County Registrar of Voters

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# Election Results

## Yes in 2016 – NO in 2018

Precinct	Area	2018 Reg.	2018 Turnout %	2016	2018	Change
6260330	Est. Lincoln	110	75%	63.9%	43.0%	-20.8%
0260325	Est. Lincoln	1302	69%	63.7%	44.3%	-19.3%
0260326	Est. Lincoln	1033	69%	62.8%	44.9%	-17.9%
0260327	Est. Lincoln	1015	68%	62.3%	48.4%	-13.9%
0260328	Foskett Ranch	1468	67%	60.5%	40.7%	-19.8%
0260316	Lincoln Crossing	905	61%	59.9%	42.5%	-17.4%
0260329	Foskett Ranch	1482	72%	59.6%	44.3%	-15.3%
0260314	Lincoln Crossing	1466	71%	59.5%	41.0%	-18.5%

\*Data sourced from Placer County Registrar of Voters

**CliffordMoss.**



# **Election Analysis**

Bond Measure: Measure H

May 21, 2019

Western Placer Unified School District

**CliffordMoss.**



# 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:

May Revision – Update of 2019-20 Governor's  
Proposed State Budget

### AGENDA ITEM AREA:

Information/Discussion

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent Business & Operations

### ENCLOSURES:

Provided at Board Meeting

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

N/A

### MEETING DATE:

May 21, 2019

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

On May 10, 2019, Governor Newsom released his May Revision to the proposals for the 2019-20 State Budget. The May Revision is a statutory opportunity for the Governor to recast his proposals in light of the latest economic data.

Staff is reviewing the information and details of the Governor's May Revision, information from School Services of California and Capitol Advisors Group presentations.

Staff will update the Board of Trustees on the latest 2018-19 State budget information and based on the Governor's May Revision the potential effect on the District for the 2019-20 Budget.

### RECOMMENDATION:

This is an information and discussion item only. No action is required at this time.

# 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 Establishment of ATLAS Learning Academy  
and Approve Application to California Department  
of Education for County-District-School (CDS) Code

### AGENDA ITEM AREA:

Action

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent - Business & Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

N/A

### MEETING DATE:

May 21, 2019

### ROLL CALL REQUIRED:

Yes

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## BACKGROUND:

ATLAS Learning Academy serves K-12 students using a hybrid teaching model designed to provide customized and active learning emphasizing high academic achievement, leadership, character development, outdoor education/project based learning and teamwork. ATLAS Learning Academy currently enrolls forty active students in grades seven through twelve under an independent study program model.

The application for county-district-school code presented has been submitted to the California Department of Education (CDE) and requires board approval before final approval. ATLAS Learning Academy will open as an Alternative School of Choice effective August 15, 2019.

## RECOMMENDATION:

Staff recommends the Board of Trustees approve the establishment of ATLAS Learning Academy and application submission for a county-district-school code with the CDE.

# Application of a CDS Code: Summary

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## Application Status

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**Confirmation Number:** 190513130341096-DPXR

**Date Submitted:** 05/13/2019 01:03 PM

**School CDS Code:** Pending Approval

**Files Uploaded:** 0

## School Information

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1. **\*State Board of Education or Regional Occupation Center/Program:** No
2. **\*County:** Placer
3. **\*District:** Western Placer Unified
4. **\*School:** ATLAS Learning Academy
5. **\*School Type:** Alternative Schools of Choice
6. **\*Educational Program:** Alternative School of Choice
7. **\*Open Date:** 08/15/2019
8. **\*Estimated Enrollment:** 50
9. **\*Low Grade:** Kindergarten
10. **\*High Grade:** Grade Twelve
11. **\*Virtual Status:** Primarily Classroom
12. **\*Year Round:** No
13. **\*Magnet:** No
14. **Email:** cwhitecotton@wpusd.org
15. **Website:** <http://atlas.wpusd.org/>
16. **\*Phone Number:** (916) 645-6395
17. **Phone Extension:** No Data
18. **Fax:** (916) 645-6347
19. **\*Education Code:** Permissive school code EC §§35160, 35160.1, 35160.2

## School Physical Address

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20. **\*Street:** 870 J Street
21. **\*City:** Lincoln
22. **\*State:** CA
23. **\*Zip:** 95648
24. **Zip4:** No Data



## School Mailing Address

**25. Street:** 870 J Street

**26. City:** Lincoln

**27. State:** CA

**28. Zip:** 95648

**29. Zip4:** No Data

## Principal Information

**30. \*First Name:** Chuck

**31. \*Last Name:** Whitecotton

**32. \*Job Title:** Principal

**33. \*Email:** cwhitecotton@wpusd.org

**34. \*Phone Number:** (916) 645-6395

**35. Phone Extension:**

## Charter School Information


**36. \*Charter School:** No

## Applicant Information

**\*Applicant's Name:** Audrey Kilpatrick

**\*Applicant's Email:** akilpatrick@wpusd.org

## Signature Page

Please have the district superintendent review and sign this page. Once signed, please submit it to the CBEDS/CDS Support Office via [Upload Documents](#) , email at [cgsadmin@cde.ca.gov](mailto:cdsadmin@cde.ca.gov), fax at 916-327-0195, or mail it to the address below.

CDS Administration  
CBEDS/CDS Support Office  
California Department of Education  
1430 N Street, Suite 6308  
Sacramento, CA 95814

### Summary of CDS Code Application Information

**Confirmation Number:** 190513130341096-DPXR

**School:** ATLAS Learning Academy

**County:** Placer

**District:** Western Placer Unified

**School Type:** Alternative Schools of Choice

**Educational Program:** Alternative School of Choice

**Charter:** No

**State Board of Education or Regional Occupation Center/Program:** No

**Open Date:** 08/15/2019

**Estimated Enrollment:** 50

**Grade Span:** Kindergarten - Grade Twelve

**Physical Street:**  
870 J Street  
Lincoln, CA 95648

**Principal Name:** Chuck Whitecotton

### District Superintendent's Certification

I hereby confirm that the local governing board has approved the establishment of the above listed school and that the information contained in this Application for a CDS Code is true and accurate.\*

**Printed Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

\*This signature page includes only selected fields from the CDS Code Application. Please review the complete CDS Code Application for further information.

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

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**SUBJECT:**

Consider Approval of the District Calendar for the 2020-2021 School Year and Tentative Agreement

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

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

GS

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

Yes

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**BACKGROUND:**

A tentative agreement has been reached between the Western Placer Unified School District and the Western Placer Teachers Association on the portion of Article XV – Work Year as it relates to the 2020-2021 District calendar.

**RECOMMENDATION:**

Administration recommends that the Board of Trustees approve the 2020-2021 District calendar and accompanying tentative agreement.




Tentative Agreement:  
**2020-2021 Western Placer Unified School District**  
**Calendar**

Tentative agreement has been reached between the Western Placer Unified School District and the Western Placer Teacher's Association on Article XV: Work Year.

The following article has been agreed upon:


Article XV – Work Year 2020-2021 (calendar attached)

Staff Start Day:	August 17 <sup>th</sup> , 2020
Staff Stop Day:	June 9 <sup>th</sup> , 2021
Non ADA Days:	New Teacher Day: August 14 <sup>th</sup> , 2020
	Site/Teacher Day (1/2 Site 1/2 Teacher): August 17 <sup>th</sup> , 2020
	Certificated PD/Collab. Day: August 18 <sup>th</sup> , 2020
	Teacher Day: August 19 <sup>th</sup> , 2020
	District Day: November 2 <sup>nd</sup> , 2020

  
\_\_\_\_\_  
WPTA Designee

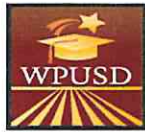
5/7/19  
\_\_\_\_\_  
Date

4/30/19  
\_\_\_\_\_  
Date Ratified by WPTA Members

  
\_\_\_\_\_  
WPUSD Designee

5/7/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Adopted by Board of Trustees



**WESTERN PLACER**  
UNIFIED SCHOOL DISTRICT

## 2020-2021 Student/Teacher Calendar

### DATES TO REMEMBER:

- First Day of School for Students August 20th
- Last Day of School for Students June 9th

New Teacher Day August 14th  
 Site/Teacher Day (1/2 Site 1/2 Teacher) August 17th  
 Certificated PD/Collab. Day August 18th  
 Teacher Day August 19th

District Staff Dev. Day November 2nd

### SCHOOL NOT IN SESSION:

Independence Day July 4th  
 Labor Day September 7th  
 Non ADA Days August 17-19, November 2  
 Veterans' Day November 11th  
 Thanksgiving Break November 23rd-27th  
 Winter Break-Christmas Dec. 21st - Jan. 4th  
 Martin Luther King, Jr. Day January 18th  
 President's Days February 15th  
 Spring Break Mar. 29th - Apr. 5th  
 Memorial Day May 31st

### PUPIL DAYS

August = 8 February = 18  
 September = 21 March = 20  
 October = 21 April = 19  
 November = 14 May = 20  
 December = 14 June = 7  
 January = 18

**TOTAL PUPIL DAYS = 180**  
**TOTAL TEACHER DAYS = 184**

- First Quarter Ends (MS/HS) - October 16th
- First Trimester Ends (Elem) - November 6th
- First Semester Ends (MS/HS) - December 18th
- Second Trimester Ends (Elem) - February 26th
- Third Quarter Ends (MS/HS) - March 19th
- Second Semester/Third Trimester Ends - June 9th

Early Release Days:

November 16-20, 2020 Early Release for K-8 ONLY  
 December 14-18, 2020 Early Release for 9-12  
 June 3-9, 2021 Early Release for K-12  
 (Early release time—see school schedules)

Adopted: Draft

JULY 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
AUGUST 2020				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	NT
ST	PB	18	20	21
24	25	26	27	28
31				
SEPTEMBER 2020				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
OCTOBER 2020				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
NOVEMBER 2020				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
DECEMBER 2020				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JANUARY 2021				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
FEBRUARY 2021				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
MARCH 2021				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
APRIL 2021				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
MAY 2021				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
JUNE 2021				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

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

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**SUBJECT:**

Renaming of Twelve Bridges High School

**AGENDA ITEM AREA:**

Information/Discussion/Action

**REQUESTED BY:**

Scott Leaman, Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Superintendent

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Over multiple meetings, the Board has considered the renaming of Twelve Bridges High School. The Board selected 9 names for public input and has heard from multiple individuals at Board meetings. The Board requested input from the Lincoln Police Department regarding the safety of having multiple schools with a similar name in close proximity. Lincoln Police Chief Lee reported the similar names did not pose an additional safety threat. The District's Steve Kruger was consulted on the issue. He also felt the name would not affect safety negatively. This does not negate the internal issues in the District when employees or vendors desire to send items to "Twelve Bridges" and items go to the wrong location.

I have attached the overall results from public that was presented to the Board at the last meeting. The District asked for input through emailing all families with students, posting on our Facebook page, coverage in the Lincoln News Messenger (attached), through public comment at Board Meetings, and information on our website. We received over 850 responses.

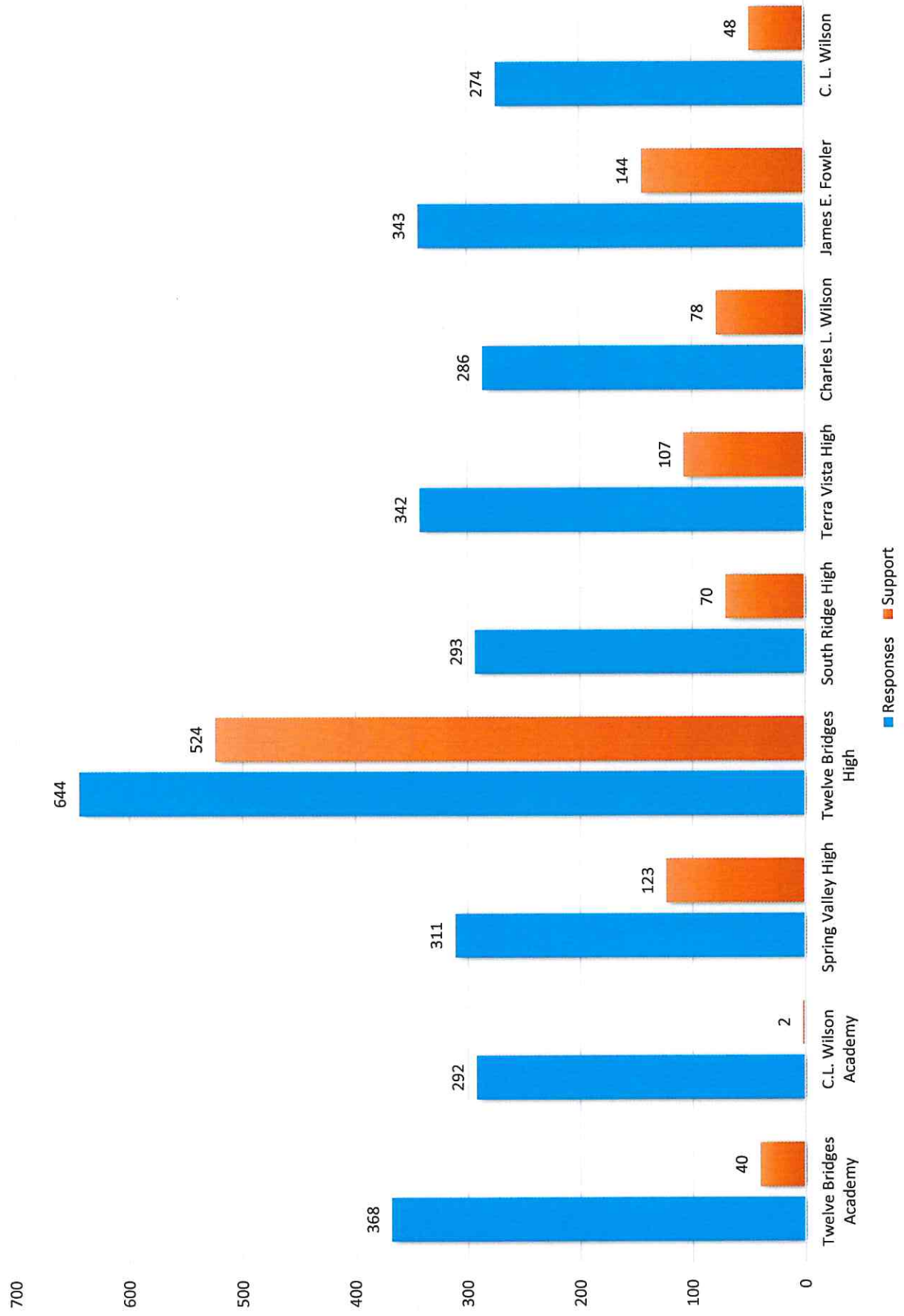
Based on a previous Board naming the high school Twelve Bridges High School, the location of the school, the longevity of the name associated with the school, and public input, the District is recommending the name remain Twelve Bridges High School.

**RECOMMENDATION:**

Administration recommends the Board take action to retain the name Twelve Bridges High School.



## WPUSD High School Name Community Input



SUBSCRIBE



The Western Placer Unified School District is taking public input regarding the possible renaming of Twelve Bridges High School.

Search for...

## District welcomes high school name input in survey



Kathryn Palmer  
Of The Lincoln News Messenger

Apr 17, 2019 11:38 AM

Those wishing to provide input on the possible renaming of Twelve Bridges High School have until the end of this month to complete an online survey. Survey access is available on the district's website [here](#) and allows the public to provide opinions on nine name options.

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**SUBJECT:**

New High School Colors/Mascot

**AGENDA ITEM AREA:**

Information/Discussion

**REQUESTED BY:**

Scott Leaman, Superintendent

**ENCLOSURES:**

**DEPARTMENT:**

Superintendent

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Colors of buildings, school colors, and mascots typically do not require Board action. However, due to the fact this is our first high school opening in 112 years, potential colors will be shared with the Board with a complementary mascot.

**RECOMMENDATION:**

Administration recommends the Board give input on the items.



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

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**SUBJECT:**

Adoption of Revised/New  
Exhibits/Policies/Regulations

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Scott Leaman  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

May 21, 2019

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

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

- BP 1312.3 – Uniform Complaint Procedures
- AR/E (1)(2)(3)(4) 1312.4 – Williams Uniform Complaint Procedures
- BP/AR 5117 – Interdistrict Attendance
- AR 5125.2 – Withholding Grades, Diploma or Transcripts
- BP 5127 – Graduation Ceremonies and Activities
- E 5145.6 – Parental Notifications
- AR 5148 – Child Care and Development

**RECOMMENDATION:**

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

## POLICY GUIDESHEET

March 2019

Page 1 of 2

Note: Descriptions below identify major 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 1312.3 - Uniform Complaint Procedures**

(BP revised)

Policy and regulation updated to reflect **NEW LAWS** authorizing the use of uniform complaint procedures (UCP) to resolve allegations of noncompliance with accommodations for pregnant and parenting students (**AB 2289**), the development and adoption of an LCFF budget overview for parents/guardians (**AB 1808**), the development of a school plan for student achievement (**AB 716**), and specified educational rights of migrant students and immigrant students enrolled in a newcomer program (**AB 2121**). Policy also updates section on "Non-UCP Complaints" to reflect **NEW LAW (AB 1808)** which provides that complaints alleging health and safety violations in license-exempt California State Preschool Programs are subject to Williams UCP. Regulation also updates section on "Notifications" to more closely reflect the California Department of Education's (CDE) Federal Program Monitoring instrument, deletes section on "District Responsibilities" which duplicates material in other sections, reorganizes section on "Report of Findings" for clarity, and revises section on "Corrective Actions" to delete item #9 which is not a remedy.

### **AR/E 1312.4 - Williams Uniform Complaint Procedures**

(AR, E(1), and E(2) revised; E(3) and E(4) added)

Regulation updated to reflect **NEW LAW (AB 1808)** which authorizes the use of Williams UCP to resolve allegations of health and safety violations in license-exempt California State Preschool Programs. Regulation also adds optional paragraph authorizing the use of Williams UCP for complaints alleging that a school that serves grades 6-12 and meets a 40 percent student poverty threshold fails to comply with the requirements to stock at least 50 percent of the school's restrooms with feminine hygiene products and to not charge students for such products. Exhibit 1 revised to add the applicable complaint procedure for the types of complaints listed in the notice. Exhibit 2 expands the applicability of the complaint form to include complaints alleging the failure to provide feminine hygiene products. New Exhibits 3 and 4 provide a sample notice and complaint form for complaints regarding health and safety in license-exempt preschool programs pursuant to AB 1808.

### **BP/AR 5117 - Interdistrict Attendance**

(BP/AR revised)

Policy updated to delete references to the Open Enrollment Act since schools are not currently being identified as low achieving based on the Academic Performance Index, update legal cites, and clarify the continuing requirement to register as a school district of choice with the Superintendent of Public Instruction and county board of education before enrolling students under that program. Regulation updated to reflect **NEW LAW (AB 2826)** which adds a requirement, applicable to districts that have entered into interdistrict attendance agreements, to post on their web site the procedures and timelines for requests for interdistrict transfer permits. Regulation also reflects timelines added by AB 2826 for notifying parents/guardians of the district's granting or denial of the transfer request, which differ for current-year and future-year transfer requests, and for the parent/guardian's appeal of the district's decision to the county office of education. In section on "School District of Choice Program," material deleted regarding the denial of a transfer into the district based on a negative impact on a desegregation plan or the racial/ethnic balance of the district, as such grounds are only applicable to transfers out of the district.

### **AR 5125.2 - Withholding Grades, Diploma and Transcripts**

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1974)** which allows districts to offer any student, other than a current or former homeless student, nonmonetary means to settle debt owed for property loss or damage resulting from the student's willful misconduct and to withhold the student's grades, diploma, and/or transcripts until the work or other alternative is completed.

## POLICY GUIDESHEET

March 2019

Page 2 of 2

Note: Descriptions below identify major 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 5127 - Graduation Ceremonies and Activities**

(BP revised)

Policy updated to provide optional language providing that passage of any of the three high school equivalency tests approved by the State Board of Education is not equivalent to completing all graduation requirements for participation in graduation ceremonies. Option for student-initiated, student-led prayer at graduation ceremonies deleted consistent with court decisions which suggest that such prayer could be unconstitutional. Policy also reflects **NEW LAW (AB 1248)** which permits students to wear tribal regalia or recognized religious or cultural adornments to the cap and gown, unless the district determines that an item is likely to cause substantial disruption of the ceremony.

### **E 5145.6 - Parental Notifications**

(E revised)

Exhibit reflects **NEW LAWS** requiring parental notice of the rights of pregnant and parenting students (**AB 2289**), mental health services available in the school and community (**AB 2022**), risks and effects of lead exposure when child enrolls in a licensed child care center or preschool (**AB 2370**), and specified educational rights of migrant students and newly arrived immigrant students in grades 11-12 (**AB 2121**). Exhibit also deletes two items related to Open Enrollment Act transfers since schools are not currently being identified as low achieving under this program. Section V updated to add legal cite pursuant to **NEW LAW (AB 1808)** which requires classroom notice on Williams UCP to include health and safety issues in license-exempt California State Preschool Programs.

### **AR 5148 - Child Care and Development**

(AR revised)

Regulation updated to reflect **NEW LAW (AB 605)** which establishes a new child care center license and requires all centers to be licensed by January 1, 2024. Section on "Eligibility and Enrollment" updated to reflect **NEW LAW (AB 2626)** which raises the income eligibility threshold for subsidized services from 70 to 85 percent of the state median income and provides that a family that establishes eligibility for services, regardless of the basis of eligibility, is generally entitled to receive services for at least 12 months before being recertified for eligibility. Regulation also reflects **NEW LAW (AB 2370)** which requires licensed child care programs to provide parents/guardians with information regarding lead exposure and blood testing.

*Board Approved: March 21, 2019*



## UNIFORM COMPLAINT PROCEDURES

The Board of Trustees recognize that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

### *Complaints Subject to UCP*

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs; After School Education and Safety programs; agricultural ~~vocational~~ **career technical** education, American Indian education centers and early childhood education program assessments; bilingual education; **California Peer Assistance and Review** programs for teachers; **state** career technical and technical education, **career technical**, and **technical** training programs; **federal career technical education**; child care and development programs; child nutrition programs, compensatory education, consolidated categorical aide programs, Economic Impact Aid; **the federal Every Student Succeeds Act**; ~~English learner programs, federal education programs in Title I-VII,~~ migrant education, Regional Occupational **Centers** and Programs; school safety plans; special education programs; **California State Preschool Programs**; **Tobacco-Use Prevention Education programs**; and any other district-implemented **state categorical** program **that any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to which is listed in Education Code 64000(a)**

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5131.62 – Tobacco)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 – Before/After School Programs)

(cf. 5148.3 – Preschool/Early Childhood Education)

(cf. 6159 - Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6200 - Adult Education)

2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination, (such as

**UNIFORM COMPLAINT PROCEDURES** (continued)

discriminatory harassment, intimidation, or bullying), ~~against any student, employee, or other person participating~~ in district programs and activities, including, ~~but not limited to,~~ in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on ~~his/her~~ **the person's** association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610).

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

*(cf. 5146 – Married/Pregnant/Parenting Students)*

4. **Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)**

45. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

*(cf. 3260 - Fees and Charges)*

*(cf. 3320 - Claims and Actions Against the District)*

56. **Any complaint alleging district noncompliance with legal applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)**

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

## UNIFORM COMPLAINT PROCEDURES (continued)

*(cf. 3100 – Budget)*

7. **Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)**

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

68. Any complaint, by or on behalf of any student who is a foster youth as defined in **Education Code 51225.2**, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, ~~or~~ district, **or country**; school **or records** transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

*(cf. 6173.1 - Education for Foster Youth)*

79. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1,~~51225.2~~)

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.2 – Education of Children of Military Families)*

*(cf. 6173.3 – Education for Juvenile Court School Students)*

10. **Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)**

811. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student **in grades 9-12** to a course without educational content for more than one week in any semester or to a



## UNIFORM COMPLAINT PROCEDURES (continued)

course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

*(cf. 6152 - Class Assignment)*

912. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

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

1013. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

114. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. ~~As appropriate~~ For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant and/or the subject of the complaint if ~~he/she is~~ different from the complainant, confidential when appropriate as long as the integrity of the complaint process is maintained.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 5125 - Student Records)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

## UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall maintain records of ~~all UCP~~ **each** complaints and the investigations of those complaints in accordance with applicable state law and district policy.

*(cf. 3580 - District Records)*

### Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, ~~the County~~ Protective Services Division and the appropriate law enforcement agency.

*(cf. 5141.4 – Child Abuse Prevention and Reporting)*

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging fraud shall be referred to the Legal. Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, **including the right to file the complaint with the California Department of Fair Employment and Housing.**

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments, **or health and safety violations in any license-exempt California State Preschool Program** shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code **8235.5**, 35186)

## UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

### *Legal Reference:*

#### EDUCATION CODE

200-262.4 Prohibition of discrimination

~~222 Reasonable accommodations; lactating students~~

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

33380-33384 California Indian Education Centers

35186 Williams uniform complaint procedures

44500-44508 California Peer Assistance and Review Program for Teachers0

**46015 Parental leave for students**

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records, **especially:**

49069.5 **Records of foster youth** ~~Rights of parents~~

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children, ~~and~~ former juvenile court school students, **military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements**

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

54000-54029 Economic Impact Aid

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process; **school plan for student achievement**

**65000-65001 School site councils**

*Legal Reference: (see next page)*



## UNIFORM COMPLAINT PROCEDURES (continued)

*Legal Reference continued:*

### GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

### HEALTH AND SAFETY CODE

**1596.792 California Child Day Care Act; general provisions and definitions**

**1596.7925 California Child Day Care Act; health and safety regulations**

104420 Tobacco-Use Prevention Education

### PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

### CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

### CODE OF REGULATIONS, TITLE 5

3080 Application of ~~section~~ **uniform complaint procedures to complaints regarding students with disabilities**

4600-4687 Uniform complaint procedures

**4680-4687 Williams uniform complaint procedures**

4900-4965 Nondiscrimination in elementary and secondary education programs

### UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-65767 ~~Title I basic programs~~ **Improving the Academic Achievement of the Disadvantaged**

6801-~~70146871~~ Title III language instruction for limited English proficient and immigrant students

~~7101-7184 Safe and Drug-Free Schools and Communities Act~~

~~7201-7283g Title V promoting informed parental choice and innovative programs~~

~~7301-7372 Title V rural and low-income school programs~~

~~12101-12213 Title II equal opportunity for individuals with disabilities~~

### UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

### UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

**12101-12213 Title II equal opportunity for individuals with disabilities**

### CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

*Management Resources: (see next page)*

## UNIFORM COMPLAINT PROCEDURES (continued)

### *Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

**Dear Colleague Letter: September 22, 2017**

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: **Responding to Bullying of Students with Disabilities**, August-2013 **October 2014**

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

### WEB SITES

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

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

Family Policy Compliance Office: <https://www2.ed.gov/policy/gen/guid/fpco>

<http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy  
adopted: September 4, 2007  
revised: November 5, 2013  
revised: February 17, 2015  
revised: October 20, 2015  
revised: April 19, 2016  
revised: August 15, 2017  
revised: May 1, 2018  
revised: May 21, 2019

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

**WILLIAMS UNIFORM COMPLAINT PROCEDURES****Types of Complaints**

The district shall use the following procedures **described in this administrative regulation only** to investigate and resolve complaints ~~when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682)~~

1. **Complaints regarding the insufficiency of ~~T~~textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)**
  - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
  - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
  - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - d. A ~~pupil~~ **student** was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

2. **Complaints regarding ~~T~~teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)**
  - a. A semester begins and a teacher vacancy exists.
  - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner students in the class.

*(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)*

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

**~~Teacher V~~vacancy** means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated



**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR ~~4600~~ 4682)

*Beginning of the year or semester* means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. **Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)**

- a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

*Emergency or urgent threat* means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; or structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

*Clean or maintained school restroom* means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

*Open restroom* means the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when ~~pupils~~ **students** are in classes. This does not apply when the temporary closing of the restroom is necessary for pupil safety or to make repairs. (Education Code 35292.5)

**In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.**

*(cf. 3514 - Environmental Safety)*

*(cf. 3517 - Facilities Inspection)*

4. **Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)**
  - a. **The preschool does not have outdoor shade that is safe and in good repair.**
  - b. **Drinking water is not accessible and/or readily available throughout the day.**
  - c. **The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.**
  - d. **Restroom facilities are not available only for preschoolers and kindergartners.**
  - e. **The preschool program does not provide visual supervision of children at all times.**
  - f. **Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.**
  - g. **Playground equipment is not safe, in good repair, or age appropriate.**

**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)****Forms and Notices**

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form **specifies a location for filing a complaint and** contains a space to indicate whether the complainant desires a response to ~~his/her the~~ complaint. ~~and specifies the location for filing a complaint.~~ A complainant may add as much text to explain the complaint as ~~he/she wishes~~ **desired**. (Education Code **8235.5**, 35186; 5 CCR 4680)

The Superintendent or designee shall ~~ensure that a notice is posted~~ in each **K-12** classroom in each school **a notice** containing the components specified in Education Code 35186. **In each license-exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted.** (Education Code **8235.5**, 35186)

**Filing of Complaint**

A complaint alleging any condition(s) specified in section "Types of Complaints" above shall be filed with the principal or designee, **or preschool administrator or designee as appropriate**, at the school in which the complaint arises. ~~The principal or designee shall forward a~~ **A** complaint about problems beyond ~~his/her the~~ **authority of the principal or preschool administrator shall be forwarded** to the Superintendent or designee in a timely manner, but not to exceed 10 working days. **Complaints may be filed anonymously.** (Education Code **8235.5**, 35186; 5 CCR 4680)

**Investigation and Response**

The principal/**preschool administrator** or designee **of the Superintendent** shall make all reasonable efforts to investigate any problem within ~~his/her their~~ **their** authority. ~~He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received.~~ (Education Code **8235.5**, 35186; 5 CCR 4680)

**Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint.** (Education Code **8235.5**)

**The principal/preschool administrator or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received.** (Education Code **8235.5**, 35186; 5 CCR 4685)

~~Complaints may be filed anonymously.~~ If the complainant has indicated on the complaint form ~~that he/she would like a~~ **desire to receive** a response to the complaint, the



**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

principal/**preschool administrator** or **Superintendent's** designee shall report the resolution of the complaint to ~~him/her at the mailing address indicated on the complainant form~~ within 45 working days of the initial filing of the complaint. ~~At the same time, If the principal/preschool administrator makes this report, the information or designee shall be reported at the same time information~~ to the Superintendent or designee. (Education Code **8235.5**, 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, ~~he/she~~ **the complainant** has the right to describe the complaint to the Board of Trustees at a regularly scheduled meeting. (Education Code **8235.5**, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code **8235.5**, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

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

**Reports**

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly schedule public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

*Legal Reference: (see next page)*

## **WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

### *Legal Reference:*

#### **EDUCATION CODE**

*234.1 Prohibition of discrimination, harassment, intimidation, and bullying*

*1240 County superintendent of schools, duties*

***8235-8239.1 California State Preschool Programs, especially:***

***8235.5 California State Preschool Programs, complaints regarding health and safety issues***

*17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account*

*33126 School Accountability Report Card*

*35186 Williams uniform complaint procedure*

***35292.5-35292.6 Restrooms, maintenance and cleanliness***

*48985 Notice to parents in language other than English*

*60119 Hearing on sufficiency of instructional materials*

#### **HEALTH AND SAFETY CODE**

***1596.792 California Child Day Care Act; general provisions and definitions***

***1596.7925 California Child Day Care Act; health and safety regulations***

#### **CODE OF REGULATIONS, TITLE 5**

*4600-4687 Uniform complaint procedures, ~~especially:~~*

*4680-4687 Williams **uniform complaints procedures***

#### **UNITED STATES CODE, TITLE 20**

***6314 Title I schoolwide program***

### *Management Resources:*

#### **WEB SITES**

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

California County Superintendents Educational Services Association: <http://www.ccesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Regulation  
approved: September 4, 2007  
revised: April 1, 2008  
revised: December 4, 2012  
revised: August 18, 2015  
revised: May 21, 2019

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

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:  
K- 12 COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

**Pursuant to Education Code 35186, you are hereby notified that:** ~~requires that the following notice be posted in each classroom:~~

1. There should be sufficient textbooks and instructional materials. That means each ~~pupil~~ **student**, including ~~an~~ English learners, must have a textbook or instructional materials, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners if present.

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

*Teacher vacancy* means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

**4. If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law.** A complaint form may be obtained at the school office **or** district office, or downloaded from the school district's web site at [www.wpusd.k12.ca.us](http://www.wpusd.k12.ca.us). You may also download a copy of the California Department of Education complaint form from the following website: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

Exhibit  
Version: September 4, 2007  
revised: April 1, 2008  
revised: December 12, 2012  
revised: August 18, 2015  
revised: May 21, 2019

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



**WILLIAMS UNIFORM COMPLAINT PROCEDURES****K-12 COMPLAINT FORM:  
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

~~Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.~~

Response requested? ☐ Yes ☐ No

Contact Information: (if response is requested)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Date problem was observed: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School name/address: \_\_\_\_\_

Course title/grade level and teacher name: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

**Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.**

Specific issue(s) of the complaint: (Please check all that apply: A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

- ☐ A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- ☐ A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - ☐ A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 46824)
- ☐ A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
  - ☐ A teacher who lack credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
  - ☐ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
3. Facility conditions: Education Code 17592.72, 35186, 35292.5, **3592.6; 5 CCR 4683**:
- ☐ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating hazardous or uninhabitable condition, and any other conditions deemed appropriate by the district. (~~5 CCR 4383~~)
  - ☐ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.
  - ☐ **For a school that serves students in any of grades 6-12 with 40 percent of more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all times and made those products available to students at no cost.**

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

- ☐ The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

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Please file this complaint at the following location:

\_\_\_\_\_  
(principal or title of designee)

\_\_\_\_\_  
(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Exhibit  
version: September 4, 2007  
revised: April 1, 2008  
revised: December 4, 2012  
revised: August 4, 2015  
revised: May 21, 2019

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



**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:  
PRESCHOOL COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8235.5, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES****PRESCHOOL COMPLAINT FORM:  
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 8235.5 requires that the complaint procedures in 5 CCR 4680-4687 be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Date problem was observed: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School name/address: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- ☐ The preschool does not have outdoor shade that is safe and in good repair.
- ☐ Drinking water is not accessible and/or readily available throughout the day.
- ☐ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- ☐ Restroom facilities are not available only for preschoolers and kindergartners.
- ☐ The preschool program does not provide visual supervision of children at all times.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

- ☐ Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
- ☐ Playground equipment is not safe, in good repair, or age appropriate.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

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Please file this complaint at the following location:

\_\_\_\_\_  
(preschool administrator or designee)

\_\_\_\_\_  
(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



## Students

### INTERDISTRICT ATTENDANCE

The Governing Board recognizes that parents/guardians of students who reside **within the geographic boundaries of** one district may, ~~request to attend school in another district and that such choices are made~~ for a variety of reasons, **desire to enroll their children in a school in another district.**

~~(cf. 0520.3 - Title I Program Improvement Districts)~~  
~~(cf. 5111.12 - Residency Based on Parent/Guardian Employment)~~  
**(cf. 5111.1 District Residency)**  
~~(cf. 5116.1 - Intradistrict Open Enrollment)~~  
~~(cf. 5118 - Open Enrollment Act Transfers)~~

### Interdistrict Attendance Permits

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

~~Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.~~

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

~~The Superintendent or designee may deny the granting of an interdistrict attendance permit because of overcrowding within district schools or limited district resources, or due to an adverse impact on District operations.~~

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

### Transportation

The district shall not provide transportation beyond any school attendance area. Upon request **of a student's parent/guardian**, the Superintendent or designee may authorize transportation for interdistrict transfer students to and from designated bus stops within the attendance area **of the school that the student attends** if space is available.

*Legal Reference: (see next page)*

## INTERDISTRICT ATTENDANCE

### ~~Limits on Student Transfers out of the District~~

~~The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code 48307.~~

~~In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)~~

~~(cf. 3100—Budget)~~

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

~~The district may deny a transfer of a student out of the district to a school district of choice if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301)~~

#### *Legal Reference:*

##### EDUCATION CODE

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-483176 Student attendance alternatives, **school district of choice program**

48350-48361 *Open Enrollment Act*

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

**48985 Notices to parents in language other than English**

52317 Regional Occupational Center/Program, enrollment of students, interdistrict attendance

##### CALIFORNIA CONSTITUTION

**Article 1, Section 31 Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin**

##### ATTORNEY GENERAL OPINIONS

87 *Ops.Cal.Atty.Gen.* 132 (2004)

84 *Ops.Cal.Atty.Gen.* 198 (2001)

##### COURT DECISIONS

Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192

Cal.App.4th 234

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

## INTERDISTRICT ATTENDANCE

*Management Resources:*

CSBA PUBLICATIONS

~~Transfer Law Comparison, Fact Sheet, March 2011~~

WEB SITES

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

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

Policy  
adopted: September 4, 2007  
revised: March 15, 2008  
revised: March 15, 2011  
revised: February 21, 2012  
revised: October 20, 2014  
revised: May 21, 2019

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



**Students****INTERDISTRICT ATTENDANCE****Interdistrict Attendance Agreements and Permits**

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student of either district to enroll in the other district may be issued upon approval of both districts.

The district shall post on its web site the procedures and timelines for requesting an interdistrict transfer permit, including a link to BP 5117 - Interdistrict Attendance. The posted information shall include, but is not limited to: (Education Code 46600.1, 46600.2)

1. The date upon which the district will begin accepting and processing interdistrict transfer requests for the following school year
2. The reasons for which the district may approve or deny a request, and any information or documents that must be submitted as supporting evidence
3. If applicable, the process and timelines by which a denial of a request may be appealed within the district before the district renders a final decision
4. A statement that failure of a parent/guardian to meet any timelines established by the district shall be deemed an abandonment of the request
5. Applicable timelines for processing a request, including the following statements:
  - a. For an interdistrict transfer request received by the district 15 or fewer calendar days before the commencement of instruction in the school year for which the transfer is sought, the district will notify the parent/guardian of its final decision within 30 calendar days from the date the request was received.
  - b. For an interdistrict transfer request received by the district more than 15 days before the commencement of instruction in the school year for which the interdistrict transfer is sought, the district will notify the parent/guardian of its final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction in the school year for which transfer is sought.
6. The conditions under which an existing interdistrict transfer permit may be revoked or rescinded

**INTERDISTRICT ATTENDANCE (continued)**

**Priority for interdistrict attendance shall be given to a student who has been determined by staff of either the district of residence or district of proposed enrollment to be a victim of an act of bullying, as defined in Education Code 48900(r), committed by a student of the district of residence. (Education Code 46600)**

*(cf. 5131.2 - Bullying)*

~~In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.~~

**In addition, the Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:**

1. To meet the child care needs of the student, ~~When options within the district of residency are not available. Such students may be allowed to continue to attend district schools only as long as~~ **certified by a physician, school psychologist, or other appropriate school personnel** ~~they continue to use a child care provider within district boundaries through fifth grade.~~

*(cf. 5148 - Child Care and Development)*

2. To meet ~~a child's~~ **the student's** special mental or physical health needs, as certified by a physician, school psychologist, or other appropriate school personnel, ~~with approval from the sending district.~~

*(cf. 6159 - Individualized Education Program)*

3. When the student has a sibling(s) attending school in a receiving district, to avoid splitting the family's attendance ~~unless the student in the receiving district is attending based on an interdistrict agreement. Applications for students to attend with siblings will be determined on a case-by-case basis.~~
4. To allow a student to complete a school year when ~~his/her~~ **student's** parents/guardians have moved out of the district during that year
5. **To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school**
56. To allow **high school juniors and seniors** to attend the same school they attended as **junior, even if the student's family moved out of the district during the junior year sophomores.** ~~(Education Code 46600)~~

**INTERDISTRICT ATTENDANCE** (continued)

- 67. When the parent/guardian provides written evidence, that the family will be moving ~~into the receiving~~ district in the immediate future and would like the student to start the **school** year in that district ~~Documentation should accompany the interdistrict request.~~
- 78. When the student will be living out of the district for one year or less
- 89. When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence

*(cf. 5113.1 - Chronic Absence and Truancy)*

*(cf. 5113.12 – District School Attendance Review Board)*

- 910. **When there is valid interest in a particular educational program not offered in the district of residence** ~~Other significant reasons documented on the application.~~
- 11. **To provide a change in school environment for reasons of personal and social adjustment**

~~An interdistrict attendance permit shall not exceed five years. Each permit shall stipulate the terms and conditions established by both districts under which interdistrict attendance shall be permitted, denied, or revoked and any standards of reapplication. (Education Code 46600)~~

~~Interdistrict attendance agreements or applications shall not be required for students enrolling in a regional occupational center or program. (Education Code 52317)~~

The Superintendent or designee may deny **initial** ~~or resend~~ requests for interdistrict attendance **permits due to limited district resources**, ~~agreements if the school's facilities are overcrowded of school facilities~~ at the relevant grade level, and ~~based on~~ or other considerations that are not arbitrary. However, once a student is admitted, **the district shall not deny** ~~based on child care needs, his/her continued attendance may not be denied because of overcrowding facilities at the relevant grade level. through fifth grade.~~

*(cf. 0410 – Nondiscrimination in District Programs and Activities)*

**If the transfer request is for a school year that begins within 15 calendar days of the receipt of the request, the Superintendent or designee shall notify the parent/guardian of the final decision** ~~Within 30 days of a receiving the request. If the transfer request is for a school year that begins more than 15 calendar days after receipt of the request, the parent/guardian for an interdistrict permit, the Superintendent or designee shall be notified~~ **of the final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction during the school year.** (Education Code 46600.21)



**INTERDISTRICT ATTENDANCE (continued)**

~~If the parents/guardians of a student's interdistrict transfer request who is denied, the Superintendent or designee shall, in writing, notify the parents/guardians of their of their right to interdistrict attendance regarding the process for appeal to the County Board of Education within 30 calendar days from the date of the final denial. as specified in Education Code 46601.~~ **(Education Code 46600.2)**

*(cf. 5145.6 – Parental Notifications)*

**All notices to parents/guardians regarding the district's decision on any request for interdistrict transfer shall conform to the translation requirements of Education Code 48985, and may be provided by regular mail, electronic format if the parent/guardian provides an email address, or by any other method normally used to communicate with parents/guardians in writing. (Education Code 46600.2)**

~~Pending a decision by the two districts or an appeal by the County Board~~ **on appeal**, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months, **provided the district is the district of proposed enrollment. If the decision has not been rendered by the conclusion of two school months and the districts or County Board is still operating within the prescribed timelines, the student shall not be allowed to continue attending the district school to which the student was provisionally admitted.** (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or **rescissions** ~~decisions~~ while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)

*(cf. 5119 – Students Expelled from Other Districts)*

*(cf. 5114.1 – Suspension and Expulsion/Due Process)*

**Once a student is admitted to a school on the basis of an interdistrict attendance permit, the student shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school of enrollment, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits shall not be rescinded after June 30 following a student's completion of grade 10 or for any student entering grade 11 or 12 in the subsequent school year. (Education Code 46600)**

**Transportation**

~~The Superintendent or designee may authorize transportation for students living outside the attendance area to and from designated bus stops within the attendance area if space is available based on the student fee schedule.~~

**INTERDISTRICT ATTENDANCE (continued)****Transfers Out of the District**

A student whose parent/guardian is in active military duty shall not be prohibited from transferring out of the district, provided the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

The district may limit transfers out of the district to a school district of choice under any of the following circumstances: (Education Code 48307)

1. The number of student transfers out of the district to a school district of choice has reached the limit specified in Education Code 48307 based on the district's average daily attendance.
2. The County Superintendent of Schools has given the district a negative budget certification or has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice.

*(cf. 3100 - Budget)*

3. The Board determines that the transfer would negatively impact any of the following: (Education Code 48307)
  - a. A court-ordered desegregation plan
  - b. A voluntary desegregation plan of the district, consistent with the California Constitution, Article 1, Section 31
  - c. The racial and ethnic balance of the district, consistent with the California Constitution, Article 1, Section 31

Regulation  
 approved: September 4, 2007  
 revised: February 21, 2012  
 revised: November 5, 2013  
 revised: October 7, 2014  
 revised: May 21, 2019

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

**WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS**

When a minor student willfully cuts, defaces, or otherwise injures real or personal property of the district or **willfully** does not return district property that has been loaned to **the student**, ~~him/her upon demand of a district employee~~, the student's parents/guardians may be required to pay the costs of all damages within the limits established pursuant to Education Code 48904. Until the student's parents/guardians have paid for the damages **or the student has completed voluntary work or other nonmonetary alternative offered by the district in lieu of monetary damages**, the Superintendent or designee may withhold the student's grades, diploma, and/or transcripts. (Education Code 48904. **49014**)

*(cf. 3515.4 - Recovery for Property Loss or Damage)*  
*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 5125 - Student Records)*  
*(cf. 5131.5 - Vandalism, Theft and Graffiti)*  
*(cf. 6161.2 - Damaged or Lost Instructional Materials)*

**This administrative regulation shall not apply to a student who is a current or former homeless or foster youth. (Education Code 49014)**

Before withholding the student's grades, diploma, and/or transcripts, the Superintendent or designee shall inform the student's parents/guardians in writing of the student's alleged misconduct. (Education Code 48904)

*(cf. 5145.6 - Parental Notifications)*

The student shall be afforded due process consistent with **procedures** established for the expulsion of students. **(Education Code 48904)**

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

When a student who is transferring into the district has had ~~his/her~~ grades, a diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district that the decision to withhold has been rescinded. (Education Code 48904.3)

~~If the student and parent/guardian are unable to pay for the damages or return the property, the Superintendent or designee shall provide a program of voluntary work for the student in lieu of monetary damages. Upon completion of voluntary work, the student's grades, diploma, and/or transcripts shall be released. (Education Code 48904)~~

Upon receiving notice that a student whose grades, diploma, and/or transcripts have been withheld by this district has transferred to another district in California, the Superintendent or designee shall provide the student's records to the new district and notify the new district that the student's grades, diploma, and/or transcripts are being withheld from the student and parents/guardians pursuant to Education Code 48904.



**WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS** (continued)

The Superintendent or designee shall also notify the student's parents/guardians in writing that the decision to withhold the student's grades, diploma, and/or transcripts will be enforced by the new district. (Education Code 48904.3)

*Legal Reference:*

EDUCATION CODE

48904 *Liability of parent*

48904.3 *Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold*

48911 *Suspension by principal, designee or superintendent*

49069 *Absolute right to access*

Regulation  
approved: September 4, 2007  
revised: February 6, 2018  
revised: May 21, 2019

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

**GRADUATION CEREMONIES AND ACTIVITIES**

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying district standards, and passing any required assessments. The Board of Trustees believes that these students deserve the privilege a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6162.52 - High School Exit Examination)*

*(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)*

At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may **be allowed to** participate in graduation exercises without receiving ~~his/her~~ a diploma. When the requirements have been satisfied, a diploma shall be sent to the student.

High school students who have passed the **high school equivalency test or the** California High School Proficiency Examination ~~or the General Education Development Test~~ must also meet district graduation requirements in order to participate in graduation ceremonies.

*(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)*

~~The school or district shall not direct i~~nvocations, prayers, or benedictions **shall not be included in** at graduation ceremonies. **The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.**

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

*(cf. 5145.2 - Freedom of Speech/Expression)*

**~~Conduct at Graduation Ceremonies~~**

~~Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.~~

*(cf. 5131 - Conduct)*

~~The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.~~

~~However, any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at his/her option, wear his/her military dress uniform at the ceremony. (Education Code 35183.3)~~

## **GRADUATION CEREMONIES AND ACTIVITIES (continued)**

### **Honors and Awards**

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). Valedictorian(s) and salutatorian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.

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

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and nonschool awards.

*(cf. 5126 - Awards for Achievement)*

~~Foreign exchange students may receive honorary diplomas during the graduation ceremony. (Education Code 51225.5)~~

~~*(cf. 6145.6 - International Exchange)*~~

### **~~Elementary/Middle School Promotion Exercises~~**

~~The Board desires that each middle school provide age-appropriate promotion exercises to recognize students who have completed the school's course of study.~~

### **Graduation Attire**

**The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.**

*(cf. 3260 - Fees and Charges)*

**Any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at the student's option, wear a military dress uniform at the ceremony. (Education Code 35183.3)**

**Students shall be permitted to wear tribal regalia or recognized objects of religious or cultural significance as an adornment to the customary ceremonial attire, as long as the adornment does not cause a substantial disruption of, or material interference with, the graduation ceremony. (Education Code 35183.1)**

**Students who desire to wear such adornments shall seek permission from the Superintendent or designee at least 14 days before the graduation ceremony.**



**GRADUATION CEREMONIES AND ACTIVITIES (continued)****Disciplinary Considerations**

~~In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in graduation ceremonies and/or activities in accordance with school rules. Prior to denial of the privilege(s), the student, and where practicable his/her parent/guardian shall be made aware of the grounds for such denial and that the student is given an opportunity to respond. If privilege(s) are to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal this decision.~~

**Students are expected to comply with district and school policies, regulations, and rules throughout the school session, including during graduation and related events. Students shall not be denied the privilege of participating in graduation ceremonies and activities except as discipline in cases of serious misconduct. In no event shall a student be denied participation in graduation ceremonies unless the principal or designee has informed the student and the student's parents/guardians of the misconduct and has given them an opportunity to respond.**

*(cf. 5131 – Conduct)*

*(cf. 5125.2 – Withholding Grades, Diploma or Transcripts)*

*(cf. 5144 - Discipline)*

*(cf. 6161.2 – Damaged or Lost Instructional Materials)*

**During the graduation ceremony, a student may be removed from the ceremony for conduct that is disruptive or that poses a risk to safety.**

**High school seniors shall be notified of this policy in advance, through the student handbook or other means, and shall be required to acknowledge receiving it.**

*Legal Reference (see next page)*

## GRADUATION CEREMONIES AND ACTIVITIES (continued)

### *Legal Reference:*

#### EDUCATION CODE

**35183.1** *Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance*

**35183.3** *Graduation ceremonies; military dress uniforms*

38119 *Lease of personal property; caps and gowns*

48904 *Liability of parent or guardian; withholding of grades, diplomas, transcripts*

51225.5 *Honorary diplomas; foreign exchange students*

~~51400-51403~~ *Elementary school diploma*

51410-51412 *Diplomas*

#### COURT DECISIONS

*Workman v. Greenwood Community School Corporation*, (2010) Case No. 1:2010cv00293

*Cole v. Oroville Union High School District*, (2000, 9th Cir.) 228 F.3d 1092

*Santa Fe Independent School District v. Doe*, (2000) 530 U.S. 290

*Lee v. Weisman*, (1992) 112 S.Ct. 2649

*Sands v. Morongo Unified School District*, (1991) 53 Cal. 3d 863

*Lemon v. Kurtzman*, (1971) 403 U.S. 602

### *Management Resources:*

#### CDE PROGRAM ADVISORIES

~~0615.89~~ *Granting credit for passing GED, SPB:88/89-11*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Pupil Fees, Deposits and Other Charges*, Fiscal Management Advisory 17-01, July 28, 2017

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

*Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools*, February 2003

#### WEB SITES

AASA The School Superintendents Association: <http://www.aasa.org>

Antidefamation League: <https://www.adl.org>

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

U.S. Department of Education: <http://www.ed.gov>

CDE: <http://www.cde.ca.gov>

Policy  
adopted: September 4, 2007  
revised: August 7, 2012  
revised: May 21, 2019

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 222.5</b>	<b>BP 5146</b>	<b>Rights and options for pregnant and parenting students</b>
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	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
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	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



**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	BP 6111	Schedule of minimum days and student-free staff development days
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	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

**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 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
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
<b>Beginning of each school year and at least one more time during school year using specified methods</b>	<b>Education Code 49428</b>	<b>None</b>	<b>How to access mental health services at school and/or in community</b>
Beginning of each school year	Education Code 49520, 48980 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for Free and reduced price meals
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

**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>			
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
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
Beginning of each school	USDA SP-23-2017	AR 3551	District policy on meal Payments
<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



**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 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
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, CDE Internet address, how students may meet with counselors

**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 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
<b>When child is enrolled or reenrolled in a licensed child care center or preschool</b>	<b>Health and Safety Code 1596.7996</b>	<b>AR 5148</b>	<b>Information on risks and effects of lead exposure, blood lead testing</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 compliant alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants

**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. <u>When Special Circumstances Occur</u></b>			
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 <b>for English learner programs</b> , 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, <b>identification as long-term English learner</b> , description of program(s) option, to decline program or choose alternate, 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
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
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
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 3312	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

**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>			
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
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequence consequences, need for conference 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
<del>When a school is identified on the state's Open Enrollment List</del>	<del>Education Code 48354; 5 CCR 4702</del>	<del>AR 5118</del>	<del>Student's option to transfer to another school</del>
<del>Within 60 days of receiving application for transfer out of open enrollment school</del>	<del>Education Code 48357; 5 CCR 4702</del>	<del>AR 5118</del>	<del>Whether student's transfer application is accepted or rejected; reasons for rejection</del>
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



**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</b> (continued)			
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
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

**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 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	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
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

**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>			
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
Within 10 days of negative Balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to Apply for free or reduced-price meals
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
Within 30 days of foster youth's homeless youth former juvenile court school student, or child of military family or migrant family <b>or migrant student</b> being transferred <b>after second year between</b> of high schools, or <b>immigrant student enrolled in newcomer program in grades 11-12</b>	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 <b>AR 6175</b>	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

**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>			
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
<b>When testing by community water system finds presence of lead exceeding specified level</b>	<b>Health and Safety Code 116277</b>	<b>AR 3514</b>	<b>Elevated lead level at school</b>
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
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



**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</b> (continued)			
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
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

**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</b> (continued)			
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 will attend, participation of others with special knowledge, transition statements if appropriate
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

**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 (continued)</b>			
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 <b>8235.5</b> , 35186	AR 1312.4 E 1312.4	Complaints <b>subject to Williams uniform complaint procedures</b> <del>rights re: sufficiency instructional materials, teacher vacancy and misassignment, maintenance of facilities</del>

Exhibit  
 version: October 21, 2008  
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**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
 Lincoln, California

**CHILD CARE AND DEVELOPMENT****Licensing**

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2. and, when applicable, 22 CCR 101451-101539.

**Program Components**

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program which complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 5148.3 - Preschool/Early Childhood Education)*  
*(cf. 6159 - Individualized Education Program)*  
~~*(cf. 6164.4 - Identification of Individuals for Special Education)*~~  
*(cf. 6164.6 - Identification and Education Under Section 504)*  
*(cf. 6174 - Education for English Language Learners)*

3. A staff development program which complies with: (5 CCR 18274)

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*



**CHILD CARE AND DEVELOPMENT** (continued)

4. Parent/guardian involvement and education, comply with 5 CCR 18275 and ~~involve parents/guardians through~~ **include** an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

*(cf. 6020 – Parent Involvement)*

5. A health and social services component ~~which~~ **that** complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

*(cf. 1020 – Youth Services)*

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

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

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.6 - School Health Services)*

6. A community involvement component which complies with 5 CCR 18277
7. **As applicable,** a nutrition component ~~which~~ **that** ensures that children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including at meal times (Health and Safety Code 1596.808; 5 CCR 18278, 42 USC 1766)

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

*(cf. 5030 - Student Wellness)*

*(cf. 5141.27 – Food Allergies/Special Dietary Needs)*

8. **Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level**
89. An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent/**guardian** survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

*(cf. 0500 – Accountability)*

9. ~~Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level~~

**CHILD CARE AND DEVELOPMENT** (continued)**Staffing**

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

~~Any~~ **All** persons employed at a **licensed** district child care center and ~~any~~ **all** volunteers who provides care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If ~~a person~~ **they** meets all other requirements for employment or volunteering, as applicable, but needs additional time to obtain and provide ~~his/her~~ immunization records, ~~they person~~ may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that ~~he/she~~ **they** ~~haves~~ been immunized as required. In addition, ~~each~~ employees and volunteers shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.
2. In the case of the influenza vaccine, the person submits a written declaration ~~that he/she has declined~~ the vaccination.
3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

*(cf. 1240 - Volunteer Assistance)*

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

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

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

In addition to the above immunization requirements, teachers employed in a **licensed** child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

## CHILD CARE AND DEVELOPMENT (continued)

### Eligibility and Enrollment

The district's subsidized child care and development services may be available to infants and children through age 12 years and to individuals with disabilities through age 21 years **of age** in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4: 5 CCR 18089, 18407, 18422)

Eligible families shall be those who document both an eligibility basis and a need for care, as follows: (Education Code 8263)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being, or at risk of being, abused, neglected, or exploited.
2. The family has a need for child care based on **either of** the following:
  - a. The unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; **are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate**; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated
  - b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation

**CHILD CARE AND DEVELOPMENT (continued)**

to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district shall allow eligible children ages 11-12 years to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children ages 11-12 years **of age**, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Governing Board.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

*(cf. 5145.6 - Parental Notifications)*

**Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Education Code 8263.1, and the family's ongoing eligibility shall be recertified at that time. At any time a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Education Code 8263)**

~~Subsequently,~~ †The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing



**CHILD CARE AND DEVELOPMENT (continued)**

3. An indication by the parent/guardian that he/she ~~service is~~ no longer wanteds the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

**Fees and Charges**

Except when offering a program which is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, ~~8273.2~~, 8447; 5 CCR 18078, 18108-18110)

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. ~~Any family whose child is receiving child care on the basis of being at risk of abuse, neglect, or exploitation may be exempt from these fees for up to three months, unless the family becomes eligible based on receipt of child protective services or certification of need by a county child welfare agency. The cumulative period of exemption for these purposes shall not exceed 12 months.~~ (Education Code 8273.1)

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

**CHILD CARE AND DEVELOPMENT** (continued)

The Superintendent or designee shall establish a process which involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process also shall be used to determine whether and how much to charge parents/guardians for field trip expenses within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against the parent/guardian for the inability or refusal. (Education Code 8273.3)

**Disenrollment**

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.
3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

**Health Examination and Information**

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within ~~30 days~~ **six weeks** of enrollment. (Education Code 8263)

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

The requirement for a physical examination and evaluation may be waived if a parent/guardian submits a letter stating that such examination is contrary to ~~his/her~~ **the parent/guardian's** religious beliefs. (Education Code 8263)

**However,** ~~Aa~~ child may be exempted from the immunization requirements only if: (Education Code 8263; Health and Safety Code 120335)

1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.

**CHILD CARE AND DEVELOPMENT** (continued)

2. The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to **the parent/guardian's** ~~his/her~~ personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).

**If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Education Code 8263)**

*(cf. 5141.22 - Infectious Diseases)*

**When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)**

**Attendance**

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)
2. Family emergency (Education Code 8208)

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)
4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

**CHILD CARE AND DEVELOPMENT (continued)**

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of protective services or at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Any absence due to a reason other than **any of those stated** the above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the **child's** parents/guardians. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

**Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)**

**Rights of Parents/Guardians**

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of his/her rights as specified in 22 CCR 101218.1, including but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health & Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

In addition, if a parent/guardian disagrees with any district action to deny his/her child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, ~~he/she~~ **the parent/guardian** may file ~~a request for a~~ hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)



**CHILD CARE AND DEVELOPMENT (continued)**

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, ~~he/she~~ **the parent/guardian** may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

**Records**

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by the CDE.

*(cf. 3580 – District Records)*

*(cf. 5125 – Student Records)*

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