

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

Approve Resolution 18/19.15 Authorizing The Issuance and Sale of General Obligation Bonds, Election of 2016, Series B (2018) Not To Exceed \$30 M, Preliminary Official Statement and Bond Purchase Agreement

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Audrey Kilpatrick  
Assistant Superintendent of Business  
Services and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Building Fund - 21

**MEETING DATE:**

October 2, 2018

**ROLL CALL REQUIRED:**

Yes

**BACKGROUND:**

In 2016, the voters passed Measure N, a Proposition 39 election authorization to issue \$60 million of general obligation bonds.

Measure N provides for the construction of a new elementary school in the Lincoln Crossing south area to prevent overcrowding and to upgrade, enhance and expand Glen Edwards Middle School by repairing classrooms, leaky roofs, ensuring safe drinking water, improving student safety, and updating and constructing science, math, computer labs, and a new gymnasium.

In April 2016 the District issued \$30 million of Series A Bonds The District will be issuing the remaining Measure N Bonds (amount not to exceed \$30 million), Series B (2018), to fund projects that can reasonably be completed during the next two to three years. These funds will be used for acquisition of land for the elementary school, preliminary site development, site studies, architectural fees, initial construction for the Scott M. Leaman Elementary School and phase two construction and modernization at the Glen Edwards Middle School.

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

General Obligation bonds are voter-approved debt, which are secured by the legal obligation to levy ad valorem property taxes sufficient to pay annual debt services. General Obligation bonds are independent from the district's general fund. As authorized by the taxpayers, the county director of finance is obligated to levy ad valorem taxes on a property subject to taxation in the district.

### **RECOMMENDATION:**

Staff recommends the Board of Trustees adopted Resolution 18/19.15 authorizing the issuance and sale of General Obligation Bonds, Election of 2016, Series B (2018) and related documents.

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**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 18/19.15**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF  
THE DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2016 SERIES B  
(2018), IN AN AMOUNT NOT TO EXCEED \$30,000,000**

Adopted October 2, 2018

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EXHIBIT A:	FORM OF SERIES C BOND
EXHIBIT B:	FORM OF BOND PURCHASE AGREEMENT
EXHIBIT C:	FORM OF PAYING AGENT AGREEMENT
EXHIBIT D:	FORM OF CONTINUING DISCLOSURE CERTIFICATE

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 18/19.15**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF  
THE DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2016 SERIES B  
(2018), IN AN AMOUNT NOT TO EXCEED \$30,000,000**

RESOLVED, by the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District"), as follows:

WHEREAS, a duly called special municipal election was held in the District on November 8, 2016, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to construct a new elementary school to prevent overcrowding and to upgrade/ enhance/ expand Glen Edwards Middle School by repairing classrooms, leaky roofs, ensuring safe drinking water, improving student safety, and updating and constructing science, math, computer labs, and a new gymnasium (the "Project"), in the maximum aggregate principal amount of \$60,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to Title 1, Division 1, Part 10, Chapter 2 (commencing with section 15100) of the California Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, the District is empowered to issue general obligation bonds;

WHEREAS, the District has previously issued an initial series of general obligation bonds under the Authorization in the aggregate principal amount of \$30,000,000, its Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2016, Series A, for the purpose of raising moneys for the Project and other authorized costs; and

WHEREAS, the District wishes at this time to authorize the issuance and sale of the second and final series of general obligation bonds under the Authorization in the aggregate principal amount of not to exceed \$30,000,000, its Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2016 Series B (2018) (the "Series B Bonds") for the purpose of raising moneys for the Project and other authorized costs;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of the Western Placer Unified School District, as follows:

## ARTICLE I

### DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

*"Act"* means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

*"Articles," "Sections"* and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words *"herein," "hereof," "hereunder"* and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

*"Authorized Investments"* means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

*"Board"* means the Board of Trustees of the District.

*"Bond Counsel"* means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

*"Bond Purchase Agreement"* means the Bond Purchase Agreement by and between the District and the Underwriter, for the purchase and sale of the Series B Bonds.

*"Bond Register"* means the registration books for the Series B Bonds maintained by the Paying Agent.

*"Closing Date"* means the date upon which there is an exchange of the Series B Bonds for the proceeds representing the purchase of the Series B Bonds by the Underwriter.

*"Code"* means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series B Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series B Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

*"Continuing Disclosure Certificate"* shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Series B Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

*"Costs of Issuance"* means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Series B Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Series B Bonds and charges and fees in connection with the foregoing.

*"County"* means Placer County, California.

*"Debt Service"* means the scheduled amount of interest and amortization of principal payable on the Series B Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

*"District Representative"* means the President of the Board, the Superintendent, the Assistant Superintendent, Business & Support Services, or any other person authorized by resolution of the Board of the District to act on behalf of the District with respect to this Resolution and the Series B Bonds.

*"Fair Market Value"* means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *"Fair Market Value"* means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

*"Federal Securities"* means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

*"Information Services"* means the Electronic Municipal Market Access System (referred to as *"EMMA"*), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information with respect to called bonds as the District may designate to the Paying Agent.

*"Interest Payment Date"* means with respect to interest, February 1 and August 1 of each year commencing on February 1, 2019, and with respect to principal, August 1, of each year commencing on August 1 in such year as shall be set forth in the Bond Purchase Agreement.

*"Municipal Advisor"* means Capitol Public Finance Group, LLC, as Municipal Advisor to the District in connection with the issuance of the Series B Bonds.

*"Outstanding"* means, when used as of any particular time with reference to Series B Bonds, all Series B Bonds except:

(a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) Series B Bonds in lieu of or in substitution for which other Series B Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

*"Owner"* or *"Bondowner"* mean any person who shall be the registered owner of any Outstanding Series B Bond.

*"Participating Underwriter"* shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

*"Paying Agent"* means The Bank of New York Mellon Trust Company, N.A., the paying agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series B Bonds, or such other paying agent as shall be appointed by the District prior to the delivery of the Series B Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

*"Paying Agent Agreement"* means the Paying Agent/Bond Registrar/Costs of Issuance Agreement, dated the Closing Date, by and between the District and the Paying Agent.

*"Principal Office"* means the principal corporate trust office of the Paying Agent in Dallas, Texas.

*"Record Date"* means the 15th day of the month preceding each Interest Payment Date.

*"Regulations"* means temporary and permanent regulations promulgated under the Code.

*"Resolution"* means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

*"Securities Depositories"* means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041-0099, Attention: Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such

other addresses and/or such other securities depositories as the District may designate to the Paying Agent.

*"Series B Bonds"* means the Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2016 Series B (2018), issued and at any time Outstanding pursuant to this Resolution.

*"State"* means the State of California.

*"Supplemental Resolution"* means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

*"Term Bonds"* means those Series B Bonds for which mandatory redemption dates have been established pursuant to the Bond Purchase Agreement.

*"Treasurer"* means the Placer County Treasurer-Tax Collector.

*"Underwriter"* means Hilltop Securities Inc.

*"Written Request of the District"* means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

## ARTICLE II

### THE SERIES B BONDS

Section 2.01. Authorization. Series B Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of Series B Bonds shall be determined on the date of sale thereof in accordance with the Bond Purchase Agreement. This Resolution constitutes a continuing agreement with the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all Series B Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds shall be designated the "Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2016 Series B (2018)."

#### Section 2.02. Terms of Series B Bonds.

(a) *Form; Numbering.* The Series B Bonds shall be issued as fully registered Series B Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series B Bonds maturing in the year of maturity of the Series B Bond for which the denomination is specified. Series B Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of Series B Bonds.* The Series B Bonds shall be dated as of the Closing Date.

(c) *CUSIP Identification Numbers.* "CUSIP" identification numbers shall be imprinted on the Series B Bonds, but such numbers shall not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series B Bonds shall not constitute an Event of Default (hereinafter defined) or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) *Maturities; Interest.* The Series B Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on August 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Bond Purchase Agreement. The Series B Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each Interest Payment Date.

Each Series B Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to January 15, 2019, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02;

*provided, however*, that if at the time of authentication of a Series B Bond, interest is in default thereon, such Series B Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Series B Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the Series B Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register on each Record Date or at such other address as the Owner may have filed with the Paying Agent for that purpose; *provided however*, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Series B Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the Series B Bonds is payable in lawful money of the United States of America at the Principal Office.

### Section 2.03. Redemption.

(a) *Optional Redemption.* The Series B Bonds will be subject to redemption prior to maturity to the extent specified in the Bond Purchase Agreement. The District shall be required to give the Paying Agent written notice of its intention to redeem Series B Bonds.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Bond Purchase Agreement, any maturity of Series B Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any Series B Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Series B Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the Series B Bond numbers and the maturity or maturities (in the event of redemption of all of the Series B Bonds of such maturity or maturities in whole) of the Series B Bonds to be redeemed, and shall require that such Series B Bonds be then surrendered at the Principal Office for redemption at the redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date.



Notwithstanding the foregoing, in the case of any optional redemption of the Series B Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the Series B Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Series B Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive sufficient funds by the scheduled optional redemption date to so redeem the Series B Bonds to be optionally redeemed, the Paying Agent shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the Series B Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of Series B Bonds for Redemption.* Whenever provision is made for the redemption of Series B Bonds of more than one maturity, the Series B Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the Series B Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Series B Bonds shall be deemed to be comprised of separate \$5,000 portions and such portions shall be treated as separate Series B Bonds which may be separately redeemed.

(e) *Partial Redemption of Series B Bonds.* In the event only a portion of any Series B Bond is called for redemption, then upon surrender of such Series B Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series B Bond or Series B Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond to be redeemed. Series B Bonds need not be presented for mandatory sinking fund redemptions.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Series B Bonds so called for redemption shall have been duly provided, such Series B Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Series B Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of Series B Bonds. The Series B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of Series B Bonds. The Series B Bonds shall be executed on behalf of the District by the facsimile signatures of the President of the Board and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose

signature appears on any Series B Bond ceases to be such officer before delivery of the Series B Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Series B Bonds to the purchaser. Any Series B Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Series B Bond shall be the proper officers of the District although at the nominal date of such Series B Bond any such person shall not have been such officer of the District.

Only such Series B Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series B Bonds. Any Series B Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series B Bond for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Series B Bond or Series B Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series B Bond or Series B Bonds, for like aggregate principal amount.

No transfers of Series B Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after such Series B Bond has been selected for redemption.

Section 2.07. Exchange of Series B Bonds. Series B Bonds may be exchanged at the Principal Office for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Series B Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after such Series B Bond has been selected for redemption.

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series B Bonds as herein before provided.

Section 2.09. Temporary Series B Bonds. The Series B Bonds may be initially issued in temporary form exchangeable for definitive Series B Bonds when ready for delivery. The temporary Series B Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Series B Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Series B Bonds. If the District issues temporary Series B Bonds it will execute and furnish definitive Series B Bonds without delay, and thereupon the temporary Series B Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office and the Paying Agent shall deliver in exchange for such temporary Series B Bonds an equal aggregate principal amount of definitive Series B Bonds of authorized denominations. Until so exchanged, the temporary Series B Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Series B Bonds executed and delivered hereunder.

Section 2.10. Series B Bonds Mutilated, Lost, Destroyed or Stolen. If any Series B Bond shall become mutilated the District, at the expense of the Owner of said Series B Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series B Bond of like maturity and principal amount in exchange and substitution for the Series B Bond so mutilated, but only upon surrender to the Paying Agent of the Series B Bond so mutilated. Every mutilated Series B Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Series B Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series B Bond of like maturity and principal amount in lieu of and in substitution for the Series B Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Series B Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Series B Bond issued under the provisions of this Section 2.10 in lieu of any Series B Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Series B Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Series B Bonds issued pursuant to this Resolution.

Section 2.11. Book Entry System. Except as provided below, the owner of all of the Series B Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Series B Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any

Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the Series B Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series B Bonds evidencing the Series B Bonds to any DTC Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered by the District to DTC.

### ARTICLE III

#### ISSUE OF SERIES B BONDS; APPLICATION OF SERIES B BOND PROCEEDS; SECURITY FOR THE SERIES B BONDS

Section 3.01. Issuance, Award and Delivery of Series B Bonds. At any time after the execution of this Resolution the District may issue and deliver Series B Bonds in any principal amount, not to exceed \$30,000,000.

The District Representatives shall be, and are hereby, directed to cause the Series B Bonds to be printed, signed and delivered to the Underwriter on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the Series B Bonds to the Underwriter, upon receipt of a Written Request of the District.

#### Section 3.02. Funds and Accounts.

(a) *Building Fund.* The fund, known as the "Western Placer Unified School District, General Obligation Bonds, Election of 2016 Series B (2018) Building Fund" (the "Building Fund"), is hereby established and maintained by the Treasurer for the Series B Bonds. Moneys deposited therein from the proceeds of the Series B Bonds shall be used solely for the purpose for which the Series B Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property and for the payment of Costs of Issuance of the Series B Bonds if insufficient moneys are available therefor in the Costs of Issuance Fund. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes of the Series B Bonds shall be withdrawn from the Building Fund and transferred to the Interest and Sinking Fund, to be applied to the payment of Debt Service. By receipt of a copy of this resolution, the Treasurer is hereby requested to establish and maintain the Building Fund. The Treasurer is not responsible for the use of funds disbursed from the Building Fund.

(b) *Interest and Sinking Fund.* The fund, known as the "Western Placer Unified School District, General Obligation Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund"), previously established and maintained by the Treasurer is hereby continued for the Series B Bonds. Moneys deposited therein shall be used only for payment of principal and interest on all general obligation bonds of the District. Notwithstanding the foregoing provisions of this Section 3.02(b), any excess proceeds of the Series B Bonds not needed for the authorized purposes set forth herein for which the Series B Bonds are being issued shall be used to pay other general obligation bonds of the District or, if there are no other general obligation bonds of the District outstanding. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof.

(c) *Costs of Issuance Fund.* A fund, to be known as the "Western Placer Unified School District, General Obligation Bonds, Election of 2016 Series B (2018) Costs of Issuance Fund" (the

"Costs of Issuance Fund"), is hereby created and established with the Paying Agent, acting as costs of issuance custodian (the "Custodian") for the Series B Bonds. Moneys deposited therein shall be used solely for the payment of costs of issuance of the Series B Bonds, as provided in the Paying Agent Agreement.

(d) *Investment of Moneys in the Building Fund and the Interest and Sinking Fund.* Moneys held in the Building Fund and the Interest and Sinking Fund shall be invested at the Treasurer's discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the Treasurer. In addition, at the written direction of the District, all or any portion of the moneys in the Building Fund may be invested (i) in the Local Agency Investment Fund in the treasury of the State, or (ii) in investment agreements which comply with the requirements of each rating agency then rating the Series B Bonds necessary in order to maintain the current rating on the Series B Bonds, provided that the Treasurer shall be a signatory to any such investment agreement. Consent by the Treasurer to a request by the District to use any investments requested by the District specified in clause (d)(ii) shall in no way imply any endorsement by the Treasurer of such investment and the Treasurer assumes no liability for the results of such investment or of the provider thereof.

Section 3.03. Application of Proceeds of Sale of Series B Bonds. On the Closing Date, the proceeds of sale of the Series B Bonds shall be paid by the Underwriter as follows:

(a) to the Treasurer, an amount equal to the premium received by the District, if any, on the Series B Bonds, for deposit in the Interest and Sinking Fund;

(b) to the Custodian, an amount equal to the amounts required for the payment of Costs of Issuance, for deposit in the Costs of Issuance Fund; and

(c) the remaining proceeds of the Series B Bonds shall be transferred to the Treasurer for deposit in the Building Fund.

Section 3.04. Security for the Series B Bonds. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Series B Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent as necessary to pay the principal of and interest on the Series B Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing or further act. The pledge is an agreement between the District and the Owners of the Series B Bonds in addition to the statutory lien that exists (as described below), and the Series B Bonds were issued to finance one or more capital project authorized by the voters of the District and not to finance the general purposes of the District.

Additionally, in accordance with section 53515(a) of the Government Code, the Series B Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the payment of bonds authorized by the voters of the District. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Series B Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

## ARTICLE IV

### SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT; APPROVAL OF OFFICIAL STATEMENT

Section 4.01. Sale of the Series B Bonds. The Board hereby authorizes the negotiated sale of the Series B Bonds to the Underwriter. A Bond Purchase Agreement, in the form attached hereto as Exhibit B, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative is hereby approved by the Board. Any District Representative is hereby authorized and directed to execute the Bond Purchase Agreement for and in the name and on behalf of the District; *provided, however*, that the principal amount of the Series B Bonds does not exceed \$30,000,000, the final maturity date of the Series B Bonds is not later than August 1, 2046, and the Underwriter's discount shall not exceed 0.5% of the aggregate principal amount of Series B Bonds issued. The Board hereby authorizes the delivery and performance of the Bond Purchase Agreement.

Section 4.02. Approval of Paying Agent Agreement. The Paying Agent Agreement, in the form attached hereto as Exhibit C, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. Any District Representative is hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 4.03. Official Statement. The Board hereby approves a preliminary official statement describing the financing (the "Preliminary Official Statement") in the form on file with the Clerk of the Board, together with any changes therein or additions thereto deemed advisable by a District Representative. The Board authorizes and directs the District Representatives, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Series B Bonds.

The Underwriter, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to perspective underwriters, who in turn may distribute copies of the Preliminary Official Statement to persons who may be interested in purchasing the Series B Bonds therein offered for sale.

Any District Representative is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the Series B Bonds, and a statement that the facts contained in the Preliminary Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of its date, true and correct in all material respects and that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Series B Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Series B Bonds, and does not, as of the date



of delivery of the Series B Bonds, contain any untrue statement of a material fact or omit to state material facts required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The District Representatives shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the District Representatives, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Series B Bonds.

Section 4.04. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Series B Bonds are hereby approved, and the President of the Board, the Superintendent, the Assistant Superintendent, Business & Support Services, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Series B Bonds in accordance with this Resolution.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in strict conformity with the terms of the Series B Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Series B Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Series B Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Series B Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the Series B Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

#### Section 5.05. Tax Covenants.

(a) *Private Activity Bond Limitation.* The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition.* The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement.* The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series B Bonds.

(d) *No Arbitrage.* The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series B Bonds would have caused the Series B Bonds to be “arbitrage bonds” within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series B Bonds.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Series B Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit D. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any holder or beneficial owner of the Series B Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

Section 5.08. Requirements of Section 15146(b) of the California Education Code. As required by section 15146(b) of the California Education Code (AB 1482, 2006), the District hereby states and certifies the following information:

(a) *Express Approval of Sale.* The Board hereby approves the sale of the Series B Bonds by negotiated sale.

(b) *Statement of Reason for Method of Sale Selected.* Negotiated sales have been successfully employed by the District in the past and negotiated sales offer greater flexibility in changing the time and terms of the sale than a competitive sale.

(c) *Disclosure of Consultants.* The bond counsel to the District in connection with the issuance of the Series B Bonds will be Quint & Thimmig LLP, Larkspur, California. The disclosure counsel to the District in connection with the issuance of the Series B Bonds will be Quint & Thimmig LLP, Larkspur, California. The Municipal Advisor to the District in connection with the

issuance of the Series B Bonds will be Capitol Public Finance Group, LLC, Roseville, California. The Underwriter to the District in connection with the issuance of the Series B Bonds will be Hilltop Securities, Inc., Cardiff By The Sea, California.

(d) *Estimate of Costs Associated with the Sale of the Series B Bonds.* Estimates of the costs associated with the issuance of the Series B Bonds are as follows:

Underwriter's Discount	\$135,000.00
Municipal Advisor	48,750.00
Bond Counsel	39,000.00
Disclosure Counsel	12,500.00
Paying Agent	1,350.00
Rating Agency	16,000.00
Printing	1,250.00
Miscellaneous	1,150.00
Total	<u>\$255,000.00</u>

## ARTICLE VI

### THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Paying Agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Series B Bonds. The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Series B Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification.

(a) The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. Any District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims,

damages or liabilities, joint or several, to which such Indemnified Parties may become subject related to the proceedings for sale, award, issuance and delivery of the Series B Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events ("Events of Default") shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any Series B Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any Series B Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the Series B Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the Series B Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided,



or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Series B Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

## ARTICLE VIII

### SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the Series B Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series B Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Series B Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the Series B Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Series B Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Series B Bonds without the consent of all the Owners of such Series B Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

## ARTICLE IX

### MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Series B Bonds.

Section 9.02. Defeasance.

(a) *Discharge of Resolution.* Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on Series B Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust with an escrow holder, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem Series B Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, Series B Bonds Outstanding.

If the District shall pay all Series B Bonds Outstanding, and shall pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds shall not have been surrendered for payment, this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on Series B Bonds.* Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity,

notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited in trust with an escrow holder as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust with an escrow holder money or securities in the necessary amount to pay or redeem any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such Series B Bonds.

(d) *Payment of Series B Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held in trust with an escrow holder for the payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for one year after the principal of all of the Series B Bonds has become due and payable (whether at

maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the escrow holder with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled Series B Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series B Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the

validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

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THE FOREGOING RESOLUTION is approved and adopted by the Board of Trustees of the Western Placer Unified School District this 2nd day of October, 2018.

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President of the Board

ATTEST:

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Clerk of the Board

## EXHIBIT A

### FORM OF SERIES C BOND

United States of America  
State of California  
Placer County

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS, ELECTION OF 2016 SERIES B (2018)

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP:
_____ %	August 1, _____	November 6, 2018	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

The WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless (i) this Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth day of the month preceding such interest payment date, in which event it shall bear interest from such interest payment date, or (iii) this Bond is authenticated on or prior to January 15, 2019, in which event it shall bear interest from the Issue Date stated above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on February 1 and August 1 in each year, commencing February 1, 2019, calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof is payable at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"), in Dallas, Texas. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the fifteenth day of the month next preceding such interest payment date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2016 Series B (2018)" (the "Bonds"), in an aggregate principal amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers,



maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Act"), and pursuant to Resolution No. \_\_ of the District adopted October 2, 2018 (the "Resolution"), authorizing the issuance of the Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of the Clerk of the Board of Trustees of the District) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

A duly called election was held in the District on November 8, 2016, and thereafter canvassed pursuant to law. At such election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to construct a new elementary school to prevent overcrowding and to upgrade/ enhance/ expand Glen Edwards Middle School by repairing classrooms, leaky roofs, ensuring safe drinking water, improving student safety, and updating and constructing science, math, computer labs, and a new gymnasium (the "Project"), in the maximum aggregate principal amount of \$60,000,000 (the "Authorization") payable from the levy of an *ad valorem* tax against the taxable property in the District. The Bonds represent the second issue under the Authorization.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Resolution) are general obligations of the District and do not constitute an obligation of Placer County. The District has the power and is obligated to cause the Placer County Board of Supervisors to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District. No part of any fund of the Placer County is pledged or obligated to the payment of the Bonds.

The Bonds maturing on or before August 1, \_\_, are non-callable. The Bonds maturing on August 1, \_\_, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date on or after August 1, \_\_ (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

[If applicable:] The Bonds maturing on August 1, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed

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†Maturity

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

If an Event of Default, as defined in the Resolution, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Resolution, but such declaration and its consequences may be rescinded and annulled as further provided in the Resolution.

The Bonds are issuable as fully registered Bonds, without coupons, in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at said office of the Paying Agent in Dallas, Texas, but only in the manner and subject to the limitations provided in the Resolution, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Resolution may be amended without the consent of the Owners of the Bonds to the extent set forth in the Resolution.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California (the "State"), and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Resolution.

This Bond shall not be entitled to any benefit under the Resolution or become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed manually by the Paying Agent.

Unless this certificate is presented by an authorized representative of The Depository Trust Company; a New York corporation ("DTC"), to the District or the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Western Placer Unified School District has caused this Bond to be executed in its name and on its behalf with the facsimile signatures of the President of the Board of Trustees and the Clerk of the Board of Trustees, all as of the Issue Date stated above.

WESTERN PLACER UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

#### CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date:

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent

By \_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Tax Identification or Social Security Number of Assignee)  
\_\_\_\_\_  
\_\_\_\_\_

the within Series B Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

\_\_\_\_\_  
\_\_\_\_\_  
attorney, to transfer the same on the registration books of the Paying Agent with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Notice: Signature(s) must be guaranteed by a qualified guarantor institution.

\_\_\_\_\_  
Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within bond in every particular without alteration or enlargement or any change whatsoever."

## EXHIBIT B

### FORM OF BOND PURCHASE AGREEMENT

\$30,000,000

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
(Placer County, California)  
General Obligation Bonds, Election of 2016, Series B (2018)

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#### BOND PURCHASE AGREEMENT

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October 16, 2018

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

Ladies and Gentlemen:

Hilltop Securities Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Western Placer Unified School District (the "District") which, upon your acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California time, on the date hereof.

1. Purchase and Sale of the Series B Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$30,000,000 in aggregate principal amount of the District's General Obligation Bonds, Election of 2016, Series B (2018) (the "Series B Bonds"). The purchase price for the Series B Bonds shall be \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Series B Bonds (\$30,000,000.00), plus a net original issue premium of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_).

The Underwriter will transfer (a) \$\_\_\_\_\_ to \_\_\_\_\_ (the "Municipal Bond Insurer") in payment of the premium for its municipal bond insurance policy (the "Policy") issued by the Municipal Bond Insurer to guaranty the payment of the principal of and interest on the Series B Bonds, (b) \$\_\_\_\_\_ to the Placer County Treasurer-Tax Collector (the "County Treasurer") for deposit in the Building Fund created by the County Treasurer and maintained for the District, (c) \$\_\_\_\_\_ to the County Treasurer for deposit in the Interest and Sinking Fund maintained for the District, and (d) \$\_\_\_\_\_ to The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), for deposit in the Costs of Issuance Fund held by the Paying Agent, as costs of issuance custodian, for disbursement at the direction of the District.

The District acknowledges and agrees that (i) the purchase and sale of the Series B Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to the offering of the Series B Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District, and (v) the District has consulted with its own legal and Municipal Advisors to the extent it deemed appropriate in connection with the offering of the Series B Bonds.

The Underwriter has provided to the District prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board which have been received by the District.

2. The Series B Bonds. Except as hereinafter described, the Series B Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the resolution of the District adopted on October 2, 2018 (the "Resolution"), provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Act") and other applicable provisions of law. The Series B Bonds shall be issued, authenticated and delivered under and in accordance with the provisions of this Bond Purchase Agreement and the Resolution. The Series B Bonds are being issued as current interest bonds.

At an election held in the District on November 8, 2016, more than 55% of the qualified electors of the District approved the issuance of \$60,000,000 general obligation bonds to construct a new elementary school to prevent overcrowding and to upgrade/ enhance/ expand Glen Edwards Middle School by repairing classrooms, leaky roofs, ensuring safe drinking water, improving student safety, and updating and constructing science, math, computer labs, and a new gymnasium (the "Project"), payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization"). The Series B Bonds are being issued pursuant to the Authorization to fund a portion of the Project.

The Series B Bonds will be dated the date of delivery and accrue interest from such date, payable semiannually on February 1 and August 1 of each year, commencing on February 1, 2019. The Series B Bonds will mature on the dates, bear interest at the rates and be subject to redemption on the terms and conditions, all as shown on Appendix A hereto, which is incorporated herein by this reference. The Series B Bonds will be issued as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof.

To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the District will undertake, pursuant to the Resolution and a continuing disclosure certificate (the "Continuing Disclosure Certificate"), to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement (each as hereinafter defined).

3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Series B Bonds, this Bond Purchase Agreement, the Official Statement and the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement.

4. Public Offering of the Series B Bonds. The Underwriter agrees to make a bona fide public offering of all the Series B Bonds at the initial public offering price or yield to be set forth on the cover page of the Official Statement and Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Series B Bonds.

5. Issue Price.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Series B Bonds and shall execute and deliver to the District on the Closing Date an "issue price" or similar certificate substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series B Bonds.

(b) Except as otherwise set forth in Schedule 1 attached to Appendix B, the District will treat the first price at which 10% of each maturity of the Series B Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) Schedule 1 attached to Appendix B sets forth the maturities, if any, of the Series B Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series B Bonds, the Underwriter will neither offer nor sell unsold Series B Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series B Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series B Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series B Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series B Bonds.

(e) The Underwriter acknowledges that sales of any Series B Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section 3. Further, for purposes of this Section 3:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series B Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series B Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series B Bonds to the public), and

(iii) a purchaser of any of the Series B Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

6. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the preliminary official statement with respect to the Series B Bonds, dated October 4, 2018 (the Preliminary Official Statement"). The District represents that it has duly authorized and caused the preparation of the Preliminary Official Statement and that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate principal amount, delivery date, rating(s) and other terms of the Series B Bonds which depend upon the foregoing as provided in and pursuant to the Rule.

The Underwriter agrees that prior to the time a final Official Statement relating to the Series B Bonds is available, the Underwriter will send to any potential purchaser of the Series B Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

7. Closing. At 9:00 A.M., California time, on November 6, 2018, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), the District will deliver to the Underwriter (except as otherwise provided in the Resolution), through the facilities of The Depository Trust Company ("DTC"), or at such other place as we may mutually agree, the Series B Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and in Larkspur, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds.



8. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) *Due Organization.* The District is a school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Series B Bonds pursuant to the Act.

(b) *Due Authorization.* (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Series B Bonds; (ii) the District has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Series B Bonds, the Resolution, the Continuing Disclosure Certificate and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement, the Resolution and the Continuing Disclosure Certificate constitute the valid and legally binding obligations of the District; (v) the Series B Bonds, when issued, authenticated and sold to the Underwriter in accordance with the Resolution, and this Bond Purchase Agreement, will be the legal, valid, binding and enforceable obligations of the District enforceable in accordance with their terms; and (vi) the District has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement, the Resolution and the Continuing Disclosure Certificate. The District will not amend, terminate or rescind, and will not agree to any amendment, termination or rescission of the Resolution, the Continuing Disclosure Certificate or this Bond Purchase Agreement without the prior written consent of the Underwriter prior to the date of the Closing.

(c) *Consents.* Other than the adoption of the Resolution, no consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Series B Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Series B Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; *provided, however*, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) *Internal Revenue Code.* The District has covenanted to comply with the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, with respect to the Series B Bonds.

(e) *No Conflicts.* The issuance of the Series B Bonds, and the execution, delivery and performance of this Bond Purchase Agreement, the Resolution, the Continuing Disclosure Certificate and the Series B Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) *Litigation.* As of the time of acceptance hereof, based on the advice of counsel to the District, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Series B Bonds, the application of the proceeds of the sale of the Series B Bonds, or the collection of taxes of the District pledged

or to be pledged or available to pay the principal of and interest on the Series B Bonds, or the pledge thereof, or, the levy of any taxes contemplated by the Resolution, or in any way contesting or affecting the validity or enforceability of the Series B Bonds, this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Series B Bonds, the Resolution, the Continuing Disclosure Certificate or this Bond Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Resolution, (b) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Series B Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) *No Other Debt.* Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued, nor will Placer County (the "County"), on behalf of the District issue, any bonds, notes or certificates of participation except for such borrowings as may be described in or contemplated by the Official Statement.

(h) *Arbitrage Certificate.* The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(i) *Certificates.* Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) *Official Statement.* The District has reviewed the Preliminary Official Statement and, as of its date and as of the date hereof, the information set forth therein contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect. The District will provide to the Underwriter a certificate dated as of the date of the Official Statement and as of the Closing stating that it has reviewed the Official Statement and, as of the Closing, the information set forth therein contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(k) *Financial Statements.* The financial statements of the District contained in the Preliminary Official Statement and the Official Statement present fairly the financial position of the District as of the dates indicated and the results of its operations for the periods specified.

(l) *Continuing Disclosure.* Based on a review of its prior undertakings under the Rule, and except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events with respect to the last five years.

(m) *Levy of Tax.* The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes for the payment of the Series B Bonds, and the deposit and investment of Series B Bond proceeds. In particular, the District hereby agrees to provide to the appropriate officials of the County a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Series B Bonds, in accordance with section 15140(c) of the California Education Code and policies and procedures of the County.

9. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) *Securities Laws*. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Series B Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, *provided, however*, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) *Application of Proceeds*. The District will apply the proceeds from the sale of the Series B Bonds for the purposes specified in the Resolution;

(c) *Official Statement*. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Bond Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Series B Bonds;

(d) *Subsequent Events*. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement until the date which is ninety (90) days following the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series B Bonds for sale;

(e) *References*. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) *Amendments to Official Statement*. For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series B Bonds for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the District shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

10. Conditions to Closing. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) *Representations True.* The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement;

(b) *Obligations Performed.* At the time of the Closing, (i) the Official Statement, this Bond Purchase Agreement, the Resolution and the Continuing Disclosure Certificate shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Quint & Thimmig LLP ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) *Adverse Rulings.* No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) *Marketability.* Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Series B Bonds, at the initial offering prices set forth in the Official Statement, of the Series B Bonds shall not have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Series B Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series B Bonds, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series B Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Series B Bonds, or obligations of the general character of the Series B Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended (the "Securities Act");

(2) legislation enacted by the legislature of the State of California (the "State"), or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Series B Bonds in the hands of the holders thereof; or

(3) the declaration of war or engagement in major military hostilities by the United States, any outbreak or escalation of hostilities or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series B Bonds, or obligations of the general character of the Series B Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series B Bonds, or the issuance, offering or sale of the Series B Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) there shall have occurred or any notice shall have been given of the intended withdrawal, downgrading or placement on credit watch of any rating of the District's outstanding indebtedness by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) *Delivery of Documents.* At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of the following documents, in each case dated as of the date of the Closing and satisfactory in form and substance to the Underwriter:

(1) **Bond Opinion.** An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Series B Bonds, dated the date of the Closing, addressed to the District, in the form attached to the Official Statement as Appendix C;

(2) **Reliance Letter.** A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(1) above;

(3) **Supplemental Opinion.** A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Underwriter to the effect that:

(i) this Bond Purchase Agreement has been duly executed and delivered by the District and, assuming due authorization, execution and delivery by and validity against the Underwriter, is a valid and binding agreement of the District, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other

laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(ii) the statements contained in the Official Statement under the captions "THE BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" and "LEGAL MATTERS—Tax Matters," insofar as such statements purport to summarize certain provisions of the Series B Bonds and the Resolution and its opinion concerning certain federal tax matters relating to the Series B Bonds are accurate in all material respects; and

(iii) the Series B Bonds are not subject to the registration requirements of the Securities Act and the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(4) **Certificates.** Certificates signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Bond Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution and this Bond Purchase Agreement, which are necessary to be complied with prior to or concurrently with the Closing and such documents are in full force and effect, (iv) the District has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) no further consent is required for inclusion of the District's audited financial statements in the Official Statement, and (vi) the Series B Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution;

(5) **Arbitrage.** A non-arbitrage certificate of the District in a form satisfactory to Bond Counsel;

(6) **Policy.** The Policy, issued by the Municipal Bond Insurer;

(7) **Certificate of the Municipal Bond Insurer.** A certificate of the Municipal Bond Insurer or an opinion of counsel to the Municipal Bond Insurer, dated the date of the Closing, to the effect that the information in the Official Statement regarding the Policy and the Municipal Bond Insurer under the caption "MUNICIPAL BOND INSURANCE" and contained in an appendix to the Official Statement containing a specimen of the Policy, is accurate in all material respects;

(8) **Opinion of Counsel to the Municipal Bond Insurer.** An opinion of counsel to the Municipal Bond Insurer as to the validity and enforceability of the Policy, in form and content satisfactory to Bond Counsel and the Underwriter;

(9) **Ratings.** Evidence satisfactory to the Underwriter that the Bonds shall have received an insured rating of "AA" from S&P Global Ratings, a Standard & Poor's Financial Services LLC business, and an underlying rating of "\_\_\_\_" and from Moody's Investors Service, and that such ratings have not been revoked or downgraded;

(10) **Resolution.** A certificate, together with fully executed copies of the Resolution, of the Clerk of the Board of Trustees of the District to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(11) **Official Statement.** Certificates of the appropriate officials of the District evidencing their determinations respecting the Official Statement in accordance with the Rule and not more than 25 copies of the Official Statement;

(12) **Continuing Disclosure Certificate.** The Continuing Disclosure Certificate as summarized in the Official Statement and in the form attached thereto as Appendix B, satisfactory to the Underwriter which complies with the Rule;

(13) **Underwriter's Certifications.** At or before Closing, and contemporaneously with the acceptance of delivery of the Series B Bonds and the payment of the purchase price thereof, the Underwriter will provide (or cause to be provided) to the District:

(i) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Series B Bonds to the Underwriter, receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Agreement by the District and confirming to the District that as of the date of the Closing all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects; and

(ii) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Series B Bonds have been reoffered to the public, as described in Section 1; and

(14) **Underwriter's Counsel Opinion.** The opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, as Underwriter's counsel, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

(15) **Tax Rate Projection and Debt Capacity Certificates;** and

(16) **Other Documents.** Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) *Termination.* Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Series B Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on November 6, 2018, then the obligation to purchase the Series B Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 11 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the

District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. Costs and Expenses. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP fees, travel, the fees of any Underwriter's counsel and other expenses, shall be paid by the Underwriter.

13. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent, or if to the Underwriter, to Hilltop Securities Inc., 2533 South Coast Highway 101, Suite 250, Cardiff By The Sea, CA 92007, Attention: Mr. Todd Smith.

14. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Series B Bonds hereunder, and (c) any termination of this Bond Purchase Agreement.

15. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.



16. Applicable Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

Very truly yours,

HILLTOP SECURITIES INC., as Underwriter

By \_\_\_\_\_  
Authorized Officer

The foregoing is hereby agreed to and accepted  
as of the date first above written:

WESTERN PLACER UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
Assistant Superintendent,  
Business & Operations

Time of execution: \_\_\_\_\_

## APPENDIX A

### MATURITY SCHEDULE AND REDEMPTION PROVISIONS

\$30,000,000

WESTERN PLACER UNIFIED SCHOOL DISTRICT

(Placer County, California)

General Obligation Bonds, Election of 2016, Series B (2018)

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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#### Redemption Provisions

*Optional Redemption.* Series B Bonds maturing prior to August 1, \_\_\_\_, are non-callable. The Series B Bonds maturing on and after August 1, \_\_\_\_, or on any date thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date on or after August 1, \_\_\_\_ (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

*Mandatory Sinking Fund Redemption.* The Series B Bonds maturing on August 1, \_\_\_\_ (the "\_\_\_\_ Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the \_\_\_\_ Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of \_\_\_\_ Term Bonds

to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

Sinking Fund Redemption Date (August 1)	Principal Amount to be August

---

†Maturity

The Series B Bonds maturing on August 1, \_\_\_\_ (the "\_\_\_\_ Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the \_\_\_\_ Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of \_\_\_\_ Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

Sinking Fund Redemption Date (August 1)	Principal Amount to be August

---

†Maturity

## APPENDIX B

### FORM OF ISSUE PRICE CERTIFICATE

**\$30,000,000**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
(Placer County, California)  
General Obligation Bonds, Election of 2016, Series B (2018)**

The undersigned, on behalf of Hilltop Securities Inc. ("Hilltop"), based on the information available to it, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1.

2. Initial Offering Price of the Bonds Hold-the-Offering Price Maturities.

(a) Hilltop offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule 1 (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As set forth in the Bond Purchase Agreement, Hilltop has agreed in writing that, (i) for each Maturity of the Hold-the-Offering Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) "General Rule Maturities" means, the Maturities of the Bonds listed in Schedule 1 as "General Rule Maturities."

(b) "Hold-the-Offering Price Maturities" means, the Maturities of the Bonds listed in Schedule 1 as "Hold-the-Offering Price Maturities."

(c) "Holding Period" means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Hilltop has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) "Issuer" means the Western Placer Unified School District.

(e) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 16, 2018.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Hilltop's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Accordingly, Hilltop makes no representation as to the legal sufficiency of the factual matters set forth herein. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the arbitrage certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Quint & Thimmig LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party for any other purpose.

HILLTOP SECURITIES INC., as Underwriter

By \_\_\_\_\_  
Managing Director

Dated: October 16, 2018

SCHEDULE 1

SALE PRICES OF THE GENERAL RUL MATURITIES AND INITIAL OFFERING PRICES OF THE  
HOLD-THE-OFFERING-PRICE MATURITIES

SCHEDULE 2

PRICING WIRE OR EQUIVALENT COMMUNICATION

## EXHIBIT C

### FORM OF PAYING AGENT AGREEMENT

**\$30,000,000**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
(Placer County, California)  
General Obligation Bonds, Election of 2016 Series B (2018)**

#### PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT

THIS PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT (this "Agreement"), is entered into as of November 1, 2018, by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT (the "District") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the "Paying Agent"), relating to the \$30,000,000 Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2016 Series B (2018) (the "Bonds"). The District hereby appoints the Paying Agent to act in such capacity as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds (all such capacities referred to herein as "Paying Agent").

#### RECITALS

WHEREAS, the District has duly authorized and provided for the issuance of the Bonds as fully registered bonds without coupons;

WHEREAS, the District will ensure all things necessary to make the Bonds the valid obligations of the District, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the District and the Paying Agent wish to provide the terms under which the Paying Agent will act to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Paying Agent will act as Bond Registrar for the Bonds;

WHEREAS, the District and the Paying Agent also wish to provide the terms under which the Paying Agent will act as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds;

WHEREAS, the Paying Agent has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds; and

WHEREAS, the District has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:



## ARTICLE ONE

### DEFINITIONS

#### Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

*"Bond Register"* means the book or books of registration kept by the Paying Agent in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

*"Bond Registrar"* means the Paying Agent when it is performing the function of registrar for the Bonds.

*"Bond Resolution"* means the resolution of the District pursuant to which the Bonds were issued.

*"Bond"* or *"Bonds"* means any one or all of the \$30,000,000 Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2016 Series B (2018).

*"Custodian and Disbursing Agent"* means the Paying Agent when it is performing the function of custodian and disbursing agent for the payment of costs of issuance relating to the Bonds.

*"Treasurer"* means the Placer County Treasurer-Tax Collector.

*"District"* means Western Placer Unified School District.

*"District Request"* means a written request signed in the name of the District and delivered to the Paying Agent.

*"Fiscal Year"* means the fiscal year of the District ending on June 30 of each year.

*"Paying Agent"* means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America.

*"Person"* means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

*"Registered Owner"* means a Person in whose name a Bond is registered in the Bond Register.

*"Stated Maturity"* when used with respect to any Bond means the date specified in the Bond Resolution as the date on which the principal of such Bond is due and payable.

*"Transfer Agent"* means the Paying Agent when it is performing the function of transfer agent for the Bonds.

*"Underwriter"* means Hilltop Securities, Inc.

## ARTICLE TWO

### APPOINTMENT OF BANK AS PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND CUSTODIAN AND DISBURSING AGENT

Section 2.01. Appointment and Acceptance. The District hereby appoints the Paying Agent to act as Paying Agent and Transfer Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement and the Bond Resolution, the principal of, redemption premium (if any) and interest on all or any of the Bonds.

The District hereby appoints the Paying Agent as Bond Registrar with respect to the Bonds. As Bond Registrar, the Paying Agent shall keep and maintain for and on behalf of the District, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The District hereby appoints the Paying Agent as Custodian and Disbursing Agent.

The Paying Agent hereby accepts its appointment, and agrees to act as Paying Agent, Transfer Agent, Bond Registrar and Custodian and Disbursing Agent.

Section 2.02. Compensation. As compensation for the Paying Agent's services as Paying Agent and Bond Registrar, the District hereby agrees to pay the Paying Agent the fees and amounts set forth in a separate agreement between the District and the Paying Agent.

In addition, the District agrees to reimburse the Paying Agent, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Paying Agent in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

## ARTICLE THREE

### PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Paying Agent, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, and interest on each Bond in accordance with the debt service schedule attached hereto as Exhibit A.

Section 3.02. Payment Dates. The District hereby instructs the Paying Agent to pay the principal of and interest on the Bonds on the dates specified in the Bond Resolution.

## ARTICLE FOUR

### BOND REGISTRAR

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the District as one Bond for each maturity. If such purchaser delivers a written request to the Paying Agent not later than five business days prior to the date of initial delivery, the Paying

Agent will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Bond Registrar. The Paying Agent in its capacity as Bond Registrar shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Paying Agent, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds. The District shall provide to the Paying Agent on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Paying Agent agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Paying Agent as Bond Registrar will maintain its records as Bond Registrar in accordance with the Paying Agent's general practices and procedures in effect from time to time.

Section 4.05. Reports. The District may request the information in the Bond Register at any time the Paying Agent is customarily open for business, provided that reasonable time is allowed the Paying Agent to provide an up-to-date listing and to convert the information into written form.

The Paying Agent will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Paying Agent will notify the District to the extent it is allowed by law to do so.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent, shall be promptly cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District.

## ARTICLE FIVE

### CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Paying Agent, as custodian, has received, from the Underwriter, the sum of \$\_\_\_\_\_. Such amount has been deposited in a special fund to be held and maintained by the Custodian and Disbursing Agent in the name of the District (the "Costs of Issuance Fund").

Section 5.02. No Investment. The Custodian and Disbursing Agent shall hold monies in cash uninvested.

Section 5.03. Payment of Costs of Issuance. The Custodian and Disbursing Agent will pay costs of issuance of the Bonds as directed by the District from time to time via a written requisition of the District

stating the person to whom payment is to be made, the amount to be paid, that such payment is proper charge against said fund and that payment for such charge has not previously been made and that such payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such requisition and the Custodian and Disbursing Agent shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the payment instructions or the authority under which they were given.

Section 5.04. Transfer of Remaining Amounts. Any balances remaining in the Costs of Issuance Account (including any earnings) on February 6, 2019 or upon the earlier written order of the District, will be transferred to the Treasurer for deposit in the Interest and Sinking Fund maintained for the District and the Costs of Issuance Account shall be closed.

Section 5.05. Limited Liability. The liability of the Custodian and Disbursing Agent as custodian and disbursing agent is limited to the duties listed above. The Custodian and Disbursing Agent in such capacity will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

## ARTICLE SIX

### THE PAYING AGENT

Section 6.01. Duties of the Paying Agent. The Paying Agent undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Paying Agent. The Paying Agent hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Paying Agent to function as Paying Agent and in its capacity as custodian and disbursing agent to use the funds deposited with it for payment of costs of issuance as set forth in Article V hereof.

Section 6.02. Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District.

(b) The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Paying Agent may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

(g) The Paying Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; terrorism; military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that Paying Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(h) The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the District shall provide to the Paying Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 6.03. Recitals of District. The recitals contained in the Bond Resolution and the Bonds shall be taken as the statements of the District, and the Paying Agent assumes no responsibility for their correctness.

Section 6.04. May Own Bonds. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 6.05. Money Held by the Paying Agent. Money held by the Paying Agent hereunder need not be segregated from other funds. The Paying Agent shall have no duties with respect to investment of funds deposited with it, except as expressly set forth herein, and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Paying Agent for the payment of the principal of or interest on any Bond and remaining unclaimed for two years after such deposit will be paid by the Paying Agent to the District, and the District and the Paying Agent agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Paying Agent with respect to such moneys shall thereupon cease.

The Paying Agent shall furnish the District periodic cash transaction statements which include detail for all investment transactions effected by the Paying Agent or brokers selected by the District. Upon the District's election, such statements will be delivered via the Paying Agent's online service and upon electing such service, paper statements will be provided only upon request. The District waives the right to receive brokerage confirmations of security transactions effected by the Paying Agent as they occur, to the extent permitted by law. The District further understands that trade confirmations for securities transactions effected by the Paying Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

Section 6.06. Other Transactions. The Paying Agent may engage in or be interested in any financial or other transaction with the District.

Section 6.07. Interpleader. The District and the Paying Agent agree that the Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the Paying Agent further agree that the Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.08. Indemnification. To the extent permitted by law, the District shall indemnify the Paying Agent, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent's acceptance or administration of the Paying Agent's duties hereunder in its capacities as Paying Agent, Registrar, Transfer Agent or Custodian or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Paying Agent's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

## ARTICLE SEVEN

### MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Paying Agent shall be mailed or delivered to the District or the Paying Agent, respectively, at the following addresses, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

If to the District:	Western Placer Unified School District
	600 Sixth Street, Suite 400
	Lincoln, CA 95648
	Phone: (916) 645-6350
	Fax: (916) 645-6356

If to the Paying Agent:                   The Bank of New York Mellon Trust Company, N.A.  
Attn: Corporate Trust Department  
2001 Bryan Street, 11<sup>th</sup> Floor  
Dallas, TX 75201  
Phone: (214) 468-\_\_\_\_\_  
Fax: (214) 468-6322

Section 7.04.    Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.05.    Successors and Assigns. All covenants and agreements herein by the District and the Paying Agent shall bind their successors and assigns, whether so expressed or not.

Section 7.06.    Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 7.07.    Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 7.08.    Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Paying Agent acting in the capacities as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

Section 7.09.    Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.10.    Term and Termination. This Agreement shall be effective from and after its date and until the Paying Agent resigns or is removed in accordance with the Bond Resolution; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Paying Agent hereunder.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.10 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 7.11.    Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.12. Documents to be Filed with Paying Agent. The District shall file with the Paying Agent the following documents: (a) a certified copy of the Bond Resolution and a specimen Bond; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds; and (c) a District Request containing written instructions to the Paying Agent with respect to the issuance and delivery of the Bonds, including the name of the Registered Owners and the denominations of the Bonds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WESTERN PLACER UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
Scott Leaman  
Superintendent

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent

By \_\_\_\_\_  
Vice President



EXHIBIT A

DEBT SERVICE SCHEDULE

<u>Interest Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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## EXHIBIT D

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the WESTERN PLACER UNIFIED SCHOOL DISTRICT (the "District") in connection with the issuance by the District of its \$30,000,000 Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2016 Series B (2018) (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the District on October 2, 2018 (the "Bond Resolution"). The District covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

*"Annual Report"* shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

*"Beneficial Owner"* shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

*"Dissemination Agent"* shall mean the Capitol Public Finance Group, LLC, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation. In the absence of such a designation, the District shall act as the Dissemination Agent.

*"EMMA"* or *"Electronic Municipal Market Access"* means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

*"Listed Events"* shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

*"MSRB"* means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

*"Participating Underwriter"* shall mean the original underwriter of the Bonds, required to comply with the Rule in connection with offering of the Bonds.

*"Rule"* shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

### Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report.* The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (which currently ends on June 30), commencing with the report for the 2017-18 Fiscal Year, which is due not later than March 31, 2019, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year.* If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent.* Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the District.

(d) *Report of Non-Compliance.* If the District is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the District shall send a notice to EMMA, in a timely manner, substantially in the form attached hereto as Exhibit A. If the District is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send a notice to EMMA, in a timely manner, in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification.* The Dissemination Agent shall, if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the District for the preceding fiscal year, prepared in accordance generally accepted accounting principles. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited final statements of the District, the Annual Report shall also include financial and operating data with respect to the District for preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the official statement for the Bonds, as follows:

- (i) the District's most recent approved annual budget;
- (ii) the most recent assessed value of taxable property in the District;

- (iii) if Placer County no longer includes the tax levy for payment of the Bonds pursuant to the Teeter Plan, the most recent property tax levies, collections and delinquencies of the District; and
- (iv) the most recent list of the top twenty property owners in the District as measured by secured assessed valuation, the amount of their respective taxable value and their percentage of total secured taxable value.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on EMMA. The District shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

#### Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The District shall, or shall cause the Dissemination (if not the District) to, give notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (4) Substitution of credit or liquidity providers, or their failure to perform.
- (5) Defeasances.
- (6) Rating changes.
- (7) Tender offers.
- (8) Bankruptcy, insolvency, receivership or similar event of the obligated person.
- (9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events.* The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Non-payment related defaults.
- (2) Modifications to rights of security holders.
- (3) Bond calls.
- (4) The release, substitution, or sale of property securing repayment of the securities.
- (5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
- (6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* The District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(5) and (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Bond Resolution.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent.* The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the District, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the District. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bondholder, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the District shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the District.

(b) *Compensation of Dissemination Agent.* The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the District from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the District, owners or

Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the District or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the District. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

(c) *Responsibilities of Dissemination Agent.* In addition of the filing obligations of the Dissemination Agent set forth in Sections 3(e) and 5, the Dissemination Agent shall be obligated, and hereby agrees, to provide a request to the District to compile the information required for its Annual Report at least 30 days prior to the date such information is to be provided to the Dissemination Agent pursuant to subsection (c) of Section 3. The failure to provide or receive any such request shall not affect the obligations of the District under Section 3.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the District that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances.* If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date.* The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion.* The amendment or waiver either (i) is approved by the Bondholders in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of Bondholders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the District shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate,

the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have the same rights, privileges and immunities hereunder as are afforded to the Paying Agent under the Bond Resolution. The obligations of the District under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: November 6, 2018

WESTERN PLACER UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
Scott Leaman  
Superintendent

ACKNOWLEDGED:

CAPITOL PUBLIC FINANCE GROUP, LLC, as  
Dissemination Agent

By \_\_\_\_\_  
Authorized Officer

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Western Placer Unified School District

Name of Issue: \$30,000,000 Western Placer Unified School District (Placer County, California)  
General Obligation Bonds, Election of 2016 Series B (2018)

Date of Issuance: November 6, 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated November 6, 2018, furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

CAPITOL PUBLIC FINANCE GROUP, LLC, as  
Dissemination Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

cc: Paying Agent



**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:**

Consider Approving Job Description  
for Educational Services Secretary/Administrative  
Assistant and Corresponding Revised Classified Salary  
Schedule

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Gabe Simon, Ed.D. *GS*

**ENCLOSURES:**

Revised Classified Job Description  
and Salary Schedule

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

General Fund

**MEETING DATE:**

October 2, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

As a part of the ongoing review of District needs and job descriptions by the District there exists a need to approve a classified job description for an Educational Services Secretary/Administrative Assistant and corresponding revised classified salary schedule.

This job description and revised salary schedule have been verbally approved by the local and state CSEA chapters and by District administration. They are pending Board approval and local and state CSEA ratification.

**RECOMMENDATION:**

Please approve the job description for this classified position and revised classified salary schedule.

Western Placer Unified School District

POSITION DESCRIPTION

AW 9-26-18  
JM 9.26.2018  
GS 9/26/18

Position Title: **EDUCATIONAL SERVICES SECRETARY/ADMINISTRATIVE ASSISTANT**

Department: Educational Services

Reports to: Assistant Superintendent and Directors of Educational Services

**SUMMARY:**

Provide secretarial/administrative assistant and clerical support for Educational Services. Manage phone calls, maintain student records, purchase and inventory supplies and equipment, distribute information, maintain training room calendars, assist in preparation for staff development, and serve as a resource for school sites.

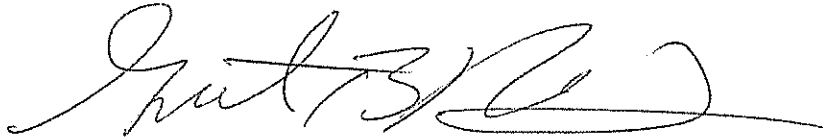
**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- \* Perform both secretarial/administrative assistant and clerical duties in support of Educational Services staff
- \* Answer the telephone and take messages as needed
- \* Provide information and assistance to others regarding Educational Services policies, procedures, materials ordering, form completion and submission, schedules, and events
- \* Operate and support maintenance of equipment (copiers, folding machines, audiometers, etc.)
- \* Process and maintain all required paperwork for purchase orders and use of Educational Services credit card
- \* Keep inventory of department supplies, equipment and purchase orders
- \* Prepare, process, and maintain forms, contracts, reports, records and other materials for accuracy and conformity
- \* Assist with all student testing, including ordering, organizing, managing test materials, and disseminating student results
- \* Assist with set-up and clean-up for professional development activities, including District Day
- \* Coordinate registration, travel, and reimbursements for staff attending conferences or training
- \* Maintain records of staff development, including agendas, sign-in sheets, and teachers hours/units; disseminate to appropriate personnel as needed
- \* Code and process timesheets and stipend forms
- \* Maintain appointment calendar for use of conference/training rooms; assist in securing alternative facilities when needed
- \* Assist with data entry for maintaining student information and compiling state and federal reports
- \* Assist with ordering, inventorying, and disseminating instructional materials
- \* Manage receipt and distribution of mail
- \* Compile statistical data, conduct routine financial transactions, and maintain fiscal accounts or records
- \* Maintain confidentiality of student information
- \* Performs other related duties as assigned

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in work environment is usually moderate.

 9-24-18

 9.20.2018

 9/26/18

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE 2018-2019**

**Range: Cafeteria**

14 Cafeteria Site Cashier  
16 Central Kitchen Assistant  
20 Central Kitchen Lead  
23 Child Nutritional Clerk  
12 Food Service Assistant  
16 Food Service Lead  
20 Middle School Cafeteria Lead  
23 High School Cafeteria Lead

**Range: Clerical**

26 Accounting Technician I  
28 Accounting Technician II  
17 Adult School Account Clerk  
24 Alternative Education Secretary/Administrative Assistant  
22 Assistant Principal Secretary/Administrative Assistant  
16 Bilingual School Clerk  
22 Counselor Secretary/Administrative Assistant  
24 Department Secretary/Administrative Assistant  
22 District ELD & Intervention Program Secretary/Administrative Assistant  
20 District Office Clerk  
23 District Receptionist Clerk  
42 Facilities Planner  
26 Facilities Support Clerk, Grant Funded  
15 Grant Funded Bilingual Clerk  
14 Grant Funded Clerk  
14 Grant Funded Support Services Clerk  
18 Grant Funded Transition Support Provider  
20 Health Clerk  
22 Preschool Clerk  
24 Registrar/Student Data Manager  
20 School Office Clerk II  
22 School Office Clerk III  
24 School Secretary I/Administrative Assistant (K-5)  
25 School Secretary I/Administrative Assistant (6-12)  
22 Special Education Clerk  
28 Special Education Secretary/Administrative Assistant  
28 Supplemental Programs & Accountability Secretary/  
Administrative Assistant  
28 Educational Services Secretary/Administrative Assistant

**Range: Education**

13 Campus Monitor  
13 Campus/Cafeteria Supervisor  
17 Computer Laboratory Technician  
21 High School Library Technician  
14 Infant/Toddler Paraprofessional  
15 Instructional Aide  
16 Instructional Aide-Bilingual/ESL  
17 Instructional Aide-Special Education  
25 Interpreter - Oral (***Paid on Step A only***)  
25 Interpreter- Deaf & Hard of Hearing  
20 Intervention Services Provider  
19 Library Technician  
32 Licensed Vocational Nurse  
28 LVN/Paraprofessional, Specialized Phys Hlth Care  
28 Occupational Therapist Assistant I  
17 Paraprofessional, Specialized Physical Health Care  
25 Parent/School/Community Liaison  
15 Preschool Instructional Aide  
24 Preschool Instructor  
28 Speech-Language Pathology Assistant  
33 Translator - Written (***Paid on Step A only***)

RANGE	Step A	Step B	Step C	Step D	Step E
12	14.05	14.71	15.43	16.16	16.98
13	14.41	15.08	15.81	16.59	17.41
14	14.71	15.43	16.16	16.98	17.83
15	15.08	15.81	16.59	17.41	18.22
16	15.43	16.16	16.98	17.83	18.66
17	15.81	16.59	17.41	18.22	19.15
18	16.16	16.98	17.83	18.66	19.63
19	16.59	17.41	18.22	19.15	20.07
20	16.98	17.83	18.66	19.63	20.57
21	17.41	18.22	19.15	20.07	21.08
22	17.81	18.66	19.63	20.57	21.59
23	18.22	19.15	20.07	21.08	22.11
24	18.66	19.63	20.57	21.59	22.62
25	19.15	20.07	21.08	22.11	23.19
26	19.63	20.57	21.59	22.62	23.75
27	20.07	21.08	22.11	23.19	24.34
28	20.57	21.59	22.62	23.75	24.96
29	21.08	22.11	23.19	24.34	25.54
30	21.59	22.62	23.75	24.96	26.18
31	22.11	23.19	24.34	25.54	26.82
32	22.62	23.75	24.96	26.18	27.48
33	23.19	24.34	25.54	26.82	28.14
34	23.75	24.96	26.18	27.48	28.85
35	24.34	25.54	26.82	28.14	29.57
36	24.96	26.18	27.48	28.85	30.30
37	25.54	26.82	28.14	29.57	31.04
38	26.18	27.48	28.85	30.30	31.82
39	26.82	28.14	29.57	31.04	32.61
40	27.48	28.85	30.30	31.82	33.38
41	28.14	29.57	31.04	32.61	34.24
42	28.85	30.30	31.82	33.38	35.04
43	29.57	31.04	32.61	34.24	35.90
44	30.30	31.82	33.38	35.04	36.78
45	31.04	32.61	34.24	35.90	37.71
46	31.82	33.38	35.04	36.78	38.63
47	32.61	34.24	35.90	37.71	39.60
48	33.38	35.04	36.78	38.63	40.58
49	34.24	35.90	37.71	39.60	41.60
50	35.04	36.78	38.63	40.58	42.62

**Range: Transportation & Maintenance**

**Range: Technology**

33 District & Site Support Tech  
45 Network Administrator  
45 Technology Data Specialist  
33 CALPADS Coord/Tech Project  
Tech/Tech Sup Tech I  
36 Technology Support Tech II

33 Assistant Mechanic  
24 Bus Driver, Special Needs  
22 Custodian/Groundsman  
37 Dispatcher/Driver Trainer  
33 District Maintenance Worker  
24 Grounds Maintenance Worker  
26 Lead Custodian  
24 Maintenance/Custodian  
42 Mechanic

Longevity: 2.5% salary increase for 10 years of service  
and 2.5% for each additional 5 years of completed service.

Retiree Benefits: After 15 years of service, 3,600 for a maximum  
of five (5) consecutive years or to age 65 or \$6,000 per year  
for a maximum of three (3) consecutive years or until age 65.

Effective 7/1/14 5% added to the 2014-2015 salary schedule & elimination of Employer  
paid PERS

Effective 7/1/15 3.75% added to the 2015-2016 salary schedule, retro to 3/1/15

Effective 3/15/16 4% added to the 2015-2016 salary schedule, retro to 1/1/16

Effective 7/1/16 1.5% lump sum pay from 2016-2017 salary schedule

Effective 7/1/17 1.53% added to the 2017-2018 salary schedule

**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:**

Approve Resolution 18/19.16 Regarding  
Authorization to Teach Assigned Subjects  
California Education Code 44258.7 c+d

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

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

**ENCLOSURES:**

Yes  
Resolution No. 18/19.16

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

October 2, 2018

**ROLL CALL REQUIRED:**

Yes

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**BACKGROUND:**

Pursuant to Education Code 44258.7 c+d and in order to ensure proper credentialing and teacher consistency for one of our assignments the District administration is making a recommendation that the Board approve Resolution No. 18/19.16 which will allow one certificated teacher to teach IT Essentials, Lincoln High School. The teacher has consented to this assignment.

**RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution No. 18/19.16

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 18/19.16**

**AUTHORIZATION TO TEACH ASSIGNED SUBJECTS  
FOR THE 2018-2019 SCHOOL YEAR**

WHEREAS, the Western Placer Unified School District always seeks to hire fully credentialed teachers to teach all subjects. However, when credentialed teachers are not available, some teachers may be assigned to classes that are outside their credential authorizations but still in compliance with the law;

WHEREAS, Education Code section 44258.7 c+d authorizes the teaching of departmentalized classes with a teacher's consent in grades, K-12, irrespective of the designations on the individual's teaching credential;

WHEREAS, the District finds that Christopher Bombard has satisfied the criteria stated in Education Code section 44258.7 c+d in order to teach IT Essentials, Computer Science, and other electives; and

WHEREAS, Christopher Bombard has consented to teaching Broadcast and other electives at Lincoln High School.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Western Placer Unified School District authorizes Christopher Bombard to teach IT Essentials, Computer Science, and other electives at Lincoln High School..

PASSED AND ADOPTED this 2nd of October, 2018 by the Board of Trustees of the Western Placer Unified School District by the following vote:

AYES:            NOES:            ABSENT:            ABSTAIN:

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President  
Board of Trustees  
Western Placer Unified School District

Attested:  
I certify that the foregoing resolution was adopted by the Board of Trustees of the Western Placer Unified School District, County of Placer, on the date shown above.

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Clerk  
Board of Trustees  
Western Placer Unified School District

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

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**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:**

Collective Bargaining Agreement  
Between Western Placer Unified  
School District and the California School Employee  
Association – Chapter #741

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

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



**ENCLOSURES:**

Tentative Agreements reflecting changes  
from previous Agreement, MOU, &  
AB 1200 Certification Documentation

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

General Fund

**MEETING DATE:**

October 2, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Collective Bargaining Agreement between the California School Employees Association – Chapter #741 (Chapter #741) and the Western Placer Unified School District (WPUSD) is being submitted for ratification. Both parties have completed a lengthy effort to finalize the contract. The terms of the agreement will be in effect from July 1, 2016 – June 30, 2019 with opportunities for both parties to reopen limited articles pursuant to the agreement. The Tentative Agreement has been ratified by Chapter #741.

Statute requires that the public is made aware of the costs associated with a tentative collective bargaining agreement before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

*Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including,*

*but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal year, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)].*

*The Superintendent of the school district and Chief Business Official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall itemize any budget revision necessary to meet the costs (or savings) of the agreement in each year of its term [Gov. Code 3547.5 (b)]. The attached forms are the required format by the Placer County Office of Education.*

The budgetary implications of the Tentative Agreement between WPUSD and CSEA Chapter #741 are described in the attached document entitled "Public Disclosure of Proposed Collective Bargaining Agreement: Certification".

#### **RECOMMENDATION:**

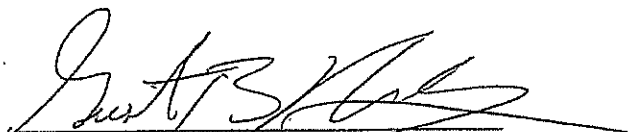
Administration recommends the Board of Trustees ratify the Collective Bargaining Agreement as presented.



# TENTATIVE AGREEMENT

Tentative agreement has been reached between the District (Western Placer Unified School District) and the California School Employees Association (Chapter #741) on the following articles and appendices of the July 1, 2016 through June 30, 2019 collective bargaining agreement:

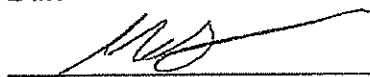
- VII – Vacancies/Transfers/Promotion (as attached)
- IX – Layoff and Reemployment (as attached)
- V - Leaves (as attached)



Gus Nevarez, President of CSEA  
Chapter #741

6-14-18

Date



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

6/14/18

Date



Theresa Malsack, CSEA Labor Relations  
Representative

6.14.2018

Date

Date Ratified by  
CSEA Chapter #741 Members

Date Ratified by  
Board of Trustees

## **ARTICLE VII: VACANCIES/TRANSFERS/PROMOTIONS**

### **A. Definitions**

1. A transfer is a change from one position within a District classification to another position within the same classification.
2. A promotion is moving from a position in one District classification covered by this contract (as per Appendix A) to a position in a different District classification covered by this contract (as per Appendix A) with a higher salary range.

### **B. Posting of Vacancies**

Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site within ten (10) days of the apparent vacancy. The job vacancy notice shall remain posted for a period of five (5) full working days during the academic year and **five (5)** ~~ten (10)~~ full working days during the summer recess, during which time employees may file for the vacancy. Such posting shall not preclude the District from accepting non-employee applications for the position. ~~Notice of all job vacancies occurring during the summer recess shall be mailed to all classified employees who are on summer recess who have filed a written request for notification of such vacancies each year. Notice of all job vacancies occurring during the summer recess will be electronically mailed to all classified employees who maintain a District email address. The written request must contain the mailing address of the employee.~~ Position postings are also available online at Edjoin.org during all periods including summer recess.

- C. **Site Representatives:** Additionally, the District shall send a copy of each notice to all Site Representatives designated by the Association. It shall be the Association's responsibility to provide a list of all Site Representatives to the District by September 1st of each year and to provide any update to the list as needed.
- D. **Employees on Leave:** Employees on leave will provide the Personnel Department with a written request to be considered for vacancies.
- E. **Notice Contents:** The job vacancy notice shall include:
1. The job title.
  2. A brief description of the position and duties.
  3. The minimum qualifications required for the position.
  4. Primary job site.
  5. The number of hours per day.
  6. Regular assigned work shift times.
  7. Days per week.
  8. Months per year assigned to the position.
  9. The salary range.
  10. The deadline for filing to fill the vacancy.

Federal and/or State mandated qualifications and/or requirements for a position shall be reflected in the job description.

Filling: Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Human Resources Department within the filing period. Probationary employees shall not be eligible for lateral transfers.

**F. Employee Initiated Transfer:** If a member of the Classified Bargaining Unit applies for a vacancy in the same classification in which they currently hold a position (Lateral transfer), the employee shall receive a priority consideration for the vacancy unless the employee has received a less than satisfactory evaluation on their most recent evaluation. If an employee has received a less than satisfactory evaluation on their most recent evaluation, a lateral transfer may still be granted upon mutual consent of CSEA and the District. If more than one employee applies for the same lateral transfer opportunity, the employee with the most Classified Bargaining Unit seniority, within the classification, shall be awarded the position if their most recent evaluation is satisfactory or upon mutual consent of CSEA and the District. Ties in seniority within classification shall be determined by total District seniority (Initial hire date). A tie in District seniority will be determined by lot.

**G Promotional Opportunities**

1. When a new position is created or an existing position becomes vacant, the position will be posted, and the District *may* first offer the opportunity to promote to eligible District employees serving in a lower class.
2. The District will interview those who apply and meet the minimum qualifications for promotion prior to filling the vacancy.
3. If an application is denied, the employee *will* be given, *upon request*, a rationale for the denial.

**H. Promotion**

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure an increase in salary as a result of the promotion which will be no less than 2 ½%.

**Promotions-Probationary Period:** The probationary period for a promoted employee shall be six (6) work months. The member shall be evaluated at the conclusion of the ~~third (3<sup>rd</sup>) second (2<sup>nd</sup>)~~ and ~~sixth (6<sup>th</sup>) fifth (5<sup>th</sup>)~~ work months. Prior to the expiration of the promotional probationary period, the District may release the member from probation and return him/her to his/her previous assignment in the lower classification.

**Interview Panels:** CSEA may be given the opportunity to participate on interview panels for bargaining unit positions. A minimum of two names from each job classification will be given to the Director of Human Services by February 1<sup>st</sup> of each year. If the District chooses to include CSEA unit representatives in the classified interview process, a representative included on the list from the same classification will be used. This does not preclude other CSEA members from other classifications participating in the process.

- I. **Job Site Transfers:** The District retains the right to utilize employees in the bargaining unit at those sites where their abilities within classification are most needed for smooth and uninterrupted operation of the schools. The District shall not direct any job-site transfer for punitive reasons. Prior to any administrative transfer, the District shall give the member at least ~~five (5) ten (10)~~ working days notice except in cases of emergency.
- J. When an employee voluntarily transfers to a lower classification, the employee shall be placed at the same step on the salary schedule in the new classification range. The probationary period for such transfer shall be six (6) work months. The unit member shall be evaluated at the conclusion of the ~~third (3<sup>rd</sup>) second (2<sup>nd</sup>)~~ and ~~sixth (6<sup>th</sup>) fifth (5<sup>th</sup>)~~ work month.

**K. Resignations**

1. *Any employee resigning a permanent position within the District must give ten (10) working days notice before vacating the position.*
2. *Employee must check out with immediate supervisor or Personnel before the last day of work.*
3. *All keys, equipment, and materials must be turned in by the last working day.*

## **ARTICLE IX: LAYOFF AND REEMPLOYMENT**

### **A. Layoff Defined**

A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent ~~or probationary member of this bargaining unit, because of insufficient funds, reduced workload,~~ combination or elimination of jobs, or when employment rights of another employee cause such an action.

### **B. Order of Layoff**

1. Layoffs shall be made in reverse order of seniority in the job classification in which the layoff occurs. Seniority shall be determined by date of initial hire by the District in the class affected by the layoff.
2. The employee with the least seniority in the class plus higher classes shall be laid off first.

### **C. Tie-Breakers**

If two (2) or more employees subject to layoff have equal seniority in the class plus higher classes, the determination as to who shall be laid off will be made by lot.

### **D. Notice to Association**

The District will notify the Association of any proposed layoffs prior to the distribution of the applicable Board packet. The District will provide the Association with a seniority roster and a list of employees to be laid off.

### **E. Notification to Employees**

The District shall notify the affected employees in writing a minimum of sixty (60) days prior to the day of any layoffs.

1. Such notice shall include general information on re-employment rights or displacement rights, if any.
2. Such notice shall be given by personal service or certified mail.

### **F. Bumping**

A permanent employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump an employee with the least seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes. Seniority for the purpose of determining bumping rights shall include the total of previous service in the equal or lower class being bumped into, plus service in the class from which the layoff occurs, and higher classes. **The District is not required to change the scheduled work hours of a position for the purpose of bumping rights.**

**G. Voluntary Demotion**

A permanent classified employee who will suffer a layoff for lack of work or funds despite his or her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the employee is qualified to perform the duties thereof, and provided further that the governing board approved the voluntary demotion.

**H. Payment of Vacation Accrual**

Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.

**I. Correction of Errors**

Any employee who is improperly laid off and is otherwise entitled to employment shall be re-employed immediately upon discovery of the error.

**J. Legal Rights Preserved**

Nothing herein provided shall preclude a layoff for lack of work or lack of funds in the event of an actual and existing financial inability to pay salaries as contemplated in Education Code 45117.

**K. Re-employment and Promotional Examination Preference of Persons Laid Off, Voluntary Demotions or Reductions in Time**

1. Persons laid off because of lack of work or lack of funds are eligible to re-employment for a period of 39 months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations with the District during the period of 39 months (EC 45298).
2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Governing Board shall make the determination of the specific period of eligibility for re-employment on a class-by-class basis (EC 45298).
3. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list they shall be ranked on that list in accordance with their proper seniority (EC 45298).
4. Employees laid off and who still have re-employment rights will be notified when employment or job openings exist in previously held classifications within the District. Such notice shall be sent by certified mail to the last address given by the employee.
5. Laid off persons shall be re-employed in the reverse order of layoff in the highest job classification available in accordance with their seniority.
6. Reduction in hours shall be no less than fifteen (15) minute increments with the exception of

campus supervision positions where reduction in hours shall be no less than ten (10) minute increments.

7. The decision and effects of a reduction in hours applicable to an entire classification of employees shall be negotiable.

#### **L. Consultation**

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Should the District propose a layoff, the Association shall have the right to consult with the District regarding the effects of such layoff. After thirty (30) days from first notification to Association of proposed layoff, if the District does not receive a response from the Association, the District shall have the right to implement unilaterally.

## **ARTICLE V: LEAVES**

### **A. Definitions**

1. "Paid Leave of Absence" means that an employee shall be entitled (a) to receive wages and fringe benefits, including, but not limited to, insurance and retirement benefits, (b) to return to the same assignment which he/she enjoyed immediately preceding the commencement of the leave.
2. "Unpaid Leave of Absence" means that an employee shall be entitled to the same benefits accorded employees who are on paid leave, at the expense of the employee. Participation shall be subject to lawful rules of the insurance provider and timely payment by the employee of the required premium.

### **B. General Leaves**

1. General leaves of absence not exceeding one calendar month may be granted at the request of the employee and approval of the Superintendent.
2. General leaves of absence may be granted, if the period does not exceed 12 months on the request of the employee and approval of the Board of Trustees.
3. If an employee is receiving workmen's compensation he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which when added to the workman's compensation award, provide for a full day's wage or salary.
4. When sick leave, vacation, compensating time off or other available paid leave is used in conjunction with temporary disability benefits derived from workman's compensation, it shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits.

### **C. Prolonged Illness or Injury**

1. Every classified employee employed five (5) days a week for a full year by the school district shall be entitled to 12 days sick leave for illness or injury. Sick leave is for illness of the employee. However, up to ten (10) days of sick leave per year may also be used for the illness and/or medical/dental appointments of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child.
2. If such employee does not take the full amount of leave allowed in any regular year under this section, the amount not taken shall be accumulated from year to year with such additional days as the governing board may allow.
3. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for sick leave need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year.



4. A regular classified employee shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which he/she is entitled under Section 45191, Education Code. Such days of paid sick leave in addition to those required by Section 45191, shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave, shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled (California Education Code, section 45196).

~~5. Each absence shall be verified on the form provided by the District and the District reserves the right to require such proof and/or a doctor's release as may be necessary. The District, at its discretion, may request a second opinion.~~

**D. Substitutes**

1. A substitute may be provided for full-time classified employees during their absence.
2. A substitute may be provided for part-time classified employees during their absence at the discretion of the site administrator.
3. Substitutes should be paid on Step A of the lowest classification within a function. For example, custodial subs should be paid as custodians, not maintenance custodians; secretary subs should be paid on the lowest secretarial range; and clerk subs should be paid on the lowest clerk range.

**E. Transfer of Accumulated Sick Leave**

The District will, upon request of the employee, transfer accumulated sick leave of a new employee from the District of previous employment.

**F. Industrial Accident and Illness Leave**

1. In accordance with Education Code Section 45192, employees of the classified service are entitled to Industrial Accident and Illness Leave subject to the following:
  - a. Allowable leave shall not be for less than 60 working days in any one fiscal year for the same accident.
  - b. Allowable leave shall not be accumulative from year to year.
  - c. Industrial accident or illness leave will commence on the first day of absence.
  - d. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
  - e. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of compensation award made under workers' compensation.
  - f. When an industrial accident or illness occurs at a time when the full 60 days will overlap in the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
  - g. Industrial Accident or Illness Leave of Absence is to be used in lieu of Illness or Injury Leave of Absence. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used.

- h. Any employee receiving benefits under Industrial Accident or Illness Leave shall, during periods of injury or illness, remain within the State of California, unless the District authorizes travel outside the state.
  - i. The District shall have the right to require all employees who are claiming a work-related injury or illness to be examined by a physician of the District's choice.
2. When all available leaves of absence, paid or unpaid, have been exhausted following an industrial accident or illness, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, he/she shall be employed in vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of a lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.
  3. Return to work: Any employee who suffers a work related injury shall provide the District with medical verification of his/her physical condition. Unless the treating physician provides a full release from work, the employee may be considered eligible for a temporary modified or light duty assignment. If the treating physician does not specify work restrictions, the Superintendent or his designee may contact the physician to see if modified or light duty work might be appropriate (Board Policy AR4157.1(b)).

#### **G. Pregnancy Disability Leave**

1. Any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery, is entitled to Pregnancy Disability Leave. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
3. Except as provided herein, written and unwritten employment policies and practices the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.
4. This section shall be construed as requiring the Governing Board of the school district to grant leaves with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth, be treated the same as leaves for illness, injury or disability.
5. The leave will terminate upon a doctor's release stating the employee may return to work.

#### **H. Medical Appointments**

The purpose of this leave is to assist employees when they have attempted to, but are unable to obtain a doctor's appointment outside of their regular working hours. No deduction will be made to accumulated sick leave for any employee who works seven or more hours per day and has a medical or dental appointment that does not exceed two hours. Such leave, in increments of two hours or less, shall be allowed without deduction for an accumulated total of up to two (2) hours per month worked by the employee per fiscal year (eg. 12 Month employees may use a maximum of 24 hours per year, 11 Month employees may use a maximum of 22 hours per year, and 10 Month employees may use a maximum of 20 hours per year). Any such leaves in excess of the maximums described immediately above per fiscal year shall be deducted from the appropriate leave category. This section will not apply if other leaves are taken on the same day, including, but not limited to, workers' compensation appointments. An absence form is required. Leave pursuant to this section shall not carry over from year to year. A note from the employee's doctor shall be required upon request at the discretion of the District. (For purposes of calculating 10, 11, and 12 month employees, less than 200 days per year = 10 month employee, 200-259 days per year = 11 month employee, and 260 days per year = 12 month employee).

#### **I. Personal Necessity Leave**

**Personal Necessity leave may be used, at the election of the bargaining unit member for any compelling personal importance other than those enumerated in this Article.**

- 1. Unit members shall be entitled to use seven (7) days per year of their sick leave for personal necessity. ~~A unit member shall be entitled to seven (7) days of paid sick leave per school year to be used for personal necessity.~~ Unit members that have a balance of at least half the sick days allotted them during the school year as of June 30 will be allowed to use seven (7) days sick leave for personal necessity the following school year. Members with less than half the days allotted on June 30 will be allowed to use four (4) days sick leave for personal necessity.**
2. The employee shall not be required to secure advance permission for leave taken for any of the following reasons.
  - a. Death or serious illness of a member of his or her immediate family.
  - b. Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.
3. Personal necessity leave other than the two reasons stated above shall require 24-hour notice to the appropriate administrator.

4. No such accumulative leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this section.
5. Personal necessity leave in excess of the days allotted in 1.1. ~~seven (7) days~~ will be deducted in full on next pay warrant.
6. ~~Three (3) days of Personal Necessity leave may be used, at the election of the bargaining unit member for any compelling personal importance other than those enumerated in this Article.~~
7. Personal necessity leave will be used in increments of no less than two (2) hours or the employees' entire shift if the employees' shift is two (2) hours or less.

**J. Bereavement Leave of Absence**

1. Classified employees shall be granted necessary leave of absence, not to exceed three (3) days. Five (5) days shall be granted if further than 300 miles of travel is required. This shall be per year, non-accumulative, on account of the death of any member of his/her immediate family.
  - a. Immediate family being as defined in Section 45194 of the California Education Code.
2. No deduction shall be made from the salary, nor shall such leave be deducted from leave granted by other sections of this agreement or District policies
3. Up to a maximum of three times per fiscal year, employees will be allowed time off to attend the funeral of other relatives and close friends. Employees should attend work prior to and after the funeral where feasible when the funeral is not out of the area.

**K. Jury Duty**

Leave to serve as a trial juror or witness when subpoenaed will be granted without loss of pay. Any fees received for jury service shall be remitted to the District, less mileage allowance.

**L. Catastrophic Leave Bank**

1. "Catastrophic illness or injury" is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time with the intent of returning to work or that incapacitates a member of the employee's family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member. Taking extended time off from work will create a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off (excluding differential leave). [Ed. Code 44043.5]

2. "Employee's family" for this section is defined as spouse, son, or daughter of the employee or stepchildren of the employee.

3. Permanent classified employees who have exhausted all paid leaves (excluding differential leave) may request donated sick leave for catastrophic illness or injury no more than one time per twelve (12) month period for a maximum of up to ten (10) consecutive workdays. Catastrophic leave and differential leave cannot be used simultaneously.

4. All catastrophic leave shall be available by donation only. All donated sick leave for this purpose is irrevocable. Classified employees who have donated sick leave and remain active members of the Catastrophic Leave Bank may request catastrophic leave donations by filling out and submitting a "Catastrophic Leave Request Form" to the Personnel Department. Participants requesting sick leave donations shall submit a physician's statement indicating the nature of the illness or injury and the probable length of needed absence from work. This information shall be kept confidential.

If a participant is incapacitated, applications may be submitted to the Personnel Department by the participant's designee or member of the participant's family. The Assistant Superintendent of Personnel will determine if the request for catastrophic leave is approved or denied.

5. The Personnel Department shall send out an electronic mail to all Classified employees annually announcing the request for voluntary catastrophic leave donations. Employees must donate 12 hours of sick leave to become a member of the catastrophic leave bank. In order to donate sick leave, employees must themselves retain no less than ten (10) X (times) their hours per day of sick leave. Classified employees who do not donate sick leave will be unable to request Catastrophic Leave from the Bank.

6. If the number of hours in the Bank, at the beginning of the school year, exceeds 3 X (times) the number of participating unit members, no annual contribution shall be required from the participating Bank members. If the number of hours in the Bank ever drops below 3 X (times) the number of participating unit members, members will be required to donate an additional 12 hours of sick leave to retain membership in the Bank.

7. Donated sick leave may not be used for the illness or disability which qualifies the participant for Worker's Compensation Benefits. Unused catastrophic sick leave days granted will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each catastrophic sick leave day used.

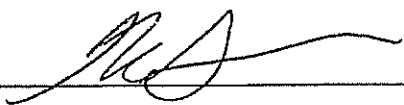
8. Leave shall be denied if approval would extend the 100 days of disability leave described in California Education Codes 45195 and 45196 for an additional 100 days.

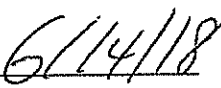
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**AND ITS CHAPTER #741**  
**AND THE**  
**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

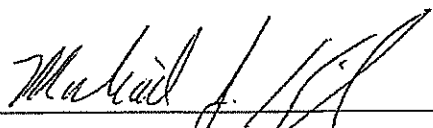
This Memorandum of Understanding (MOU) between the California School Employees Association and its Chapter #741 (CSEA) and the Western Placer Unified School District (WPUSD), collectively known as the Parties, is regarding the issue of WPUSD Bus Drivers and their need to complete physical exams as a condition of their employment.

The Parties agree that WPUSD Bus Drivers that must complete a physical examination for compliance with the Department of Transportation (DOT), and shall schedule the physical examination during their regular working hours, if possible. If the physical examination cannot be scheduled during their regular working hours, the Bus Driver shall schedule the physical examination outside of their regular working hours and be compensated for the time it takes for the examination including driving time, up to three (3) hours (as calculated round trip from the Bus Yard to the physician's office) at the appropriate rate of pay.


This MOU shall be effective upon ratification of the Parties and shall sunset on June 30, 2019 when it shall be placed into the Collective Bargaining Agreement Article III Terms and Conditions of Employment, new sub article 3. B.10.

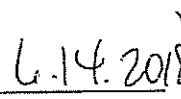
  
\_\_\_\_\_  
Gabe Simon, Asst. Superintendent of Personnel

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mike Kimbrough, Chief CSEA #741 Negotiator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Theresa Malsack, CSEA LRR

  
\_\_\_\_\_  
Date

**PLACER COUNTY OFFICE OF EDUCATION  
PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

**CERTIFICATION**

**This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure and by the Board President upon formal board action on the proposed agreement.**

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Western Placer Unified School District (District), hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and the CSEA Bargaining Unit, during the term of the agreement from 07/01/2016 to 06/30/2019.

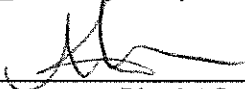
**Budget Revisions**

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

<b>Current Year Budget Adjustments</b>	<b>Budget Adjustment Increase (Decrease)</b>
Revenues/Other Financing Sources	\$ 0
Expenditures/Other Financing Uses	\$ 0
Change to Ending Fund Balance	\$ 0

**Certifications (check one & sign)**

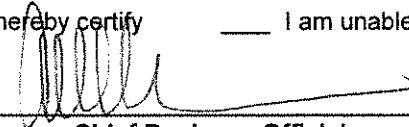
☒ I hereby certify      ☐ I am unable to certify

  
\_\_\_\_\_  
**District Superintendent  
Signature**

10/2/2018

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

☒ I hereby certify      ☐ I am unable to certify

  
\_\_\_\_\_  
**Chief Business Official  
Signature**

10/2/2018

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

After public disclosure of the major provisions contained in this document, the Governing Board at its meeting on 10/02/2018, took action to approve the proposed Agreement with the CSEA Bargaining Unit.

\_\_\_\_\_  
**President, Governing Board  
Signature**

10/2/2018

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



**PLACER COUNTY OFFICE OF EDUCATION**  
**PUBLIC DISCLOSURE**  
**OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

LEA Name: Western Placer Unified School District

Name of Bargaining Unit: CSEA

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: 7/1/2016 and ending: 6/30/2019  
(mm/dd/yyyy) (mm/dd/yyyy)

The Governing Board will act upon this agreement on: 10/2/2018  
(mm/dd/yyyy)

Proposed Change in Compensation	Fiscal Impact of Proposed Agreement		
	FY 2018/19	FY 2019/20	FY 2021
<b>Salary Schedule Change</b> (include step and column movement)	-	-	-
<b>Other Compensation - Identify:</b>	-	-	-
<b>Statutory Benefits</b> - STRS, PERS, FICA, Medicare, WC UI, etc.	-	-	-
<b>Health and Welfare Benefits</b>	-	-	-
<b>Total Proposed Change in Compensation Costs</b>	\$ -	\$ -	\$ -
<b>Total Number of FTE</b>	208	208	208
<b>Average Cost per Employee</b>	-	-	-

<b>Costs Already Included in Board Approved Budget</b> Ref. Supplemental Information #8	-	-	-
<b>Net Change to Budget</b>	\$ -	\$ -	\$ -

**PLACER COUNTY OFFICE OF EDUCATION  
PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

- 1 What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Tentative Agreement Covering 7/1/16 through 6/30/19: All items effective in 2018/19 fiscal year with board approval on 10/2/18.

- 2 Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

- 3 Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒

No ☐

If yes, please describe the cap amount.

N/A

- 4 Describe other proposed non-compensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Articles VII, IX V were updated but do not impact budget and have no monetary value.

**PLACER COUNTY OFFICE OF EDUCATION  
PUBLIC DISCLOSURE  
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in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

- 5 What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

- 6 What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None

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

None

- 8 Describe any costs that were previously included at budget adoption or subsequent board approved revision, that will be implemented by the proposed agreement.

N/A

- 9 Identify the source of funding for the proposed agreement in the current and each of the two subsequent years.

General Fund Unrestricted if any costs are incurred for Catastrophic Leave Article.

**PLACER COUNTY OFFICE OF EDUCATION  
PUBLIC DISCLOSURE  
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in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

- 10 If amounts are entered in the "Other Revisions" on the MYP forms please provide brief description.

N/A

- 11 Will this agreement create, or decrease the LEA's budget deficit in the current or subsequent year(s)?  
"Budget Deficit" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

- 12 Will the LEA be able to maintain it's Reserve for Economic Uncertainty in the current and two subsequent fiscal years? If not, explain justification for approving proposed agreement.

Yes - the district will maintain the REU for the current year and two subsequent fiscal years.

- 13 Please provide any additional comments and explanations that are necessary to understand the impact of the proposed agreement not already addressed above.

No cost at this time - N/A

**PLACER COUNTY OFFICE OF EDUCATION**  
**PUBLIC DISCLOSURE**  
**OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

<b>GENERAL FUND 01</b>	<b>Current Year</b>	<b>1st Subsequent Year</b>	<b>2nd Subsequent Year</b>
<b>COMBINED</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>	<b>FY 2021</b>
<b>Latest Board Approved Budget Before Settlement, Date: 06/21/2018</b>			
<b>Total Revenues</b> , Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	75,034,905	74,131,863	76,522,241
<b>Total Expenses</b> , Including Transfers Out, Other Uses (Objects 1000-9999)	75,260,917	74,328,456	75,959,637
<b>Increase (Decrease) In Fund Balance</b>	(226,012)	(196,593)	562,604
<b>Other Revisions, As Of Date: 01/00/1900</b>			
<b>Total Revenues</b> , Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
<b>Total Expenses</b> , Including Transfers Out, Other Uses (Objects 1000-9999)	-	-	-
<b>Increase (Decrease) In Fund Balance</b>	-	-	-
<b>Adjustment For Settlement</b>			
<b>Total Revenues</b> , Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
<b>Total Expenses</b> , Including Transfers Out, Other Uses (Objects 1000-9999)	-	-	-
<b>Increase (Decrease) In Fund Balance</b>	-	-	-
<b>Total Revised Budget</b>			
<b>Total Revenues</b> , Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	75,034,905	74,131,863	76,522,241
<b>Total Expenses</b> , Including Transfers Out, Other Uses (Objects 1000-7999)	75,260,917	74,328,456	75,959,637
<b>Fund Balance</b>			
<b>Beginning Fund Balance</b>	3,676,299	3,450,287	3,253,694
<b>Total Increase (Decrease) In Fund Balance</b>	(226,012)	(196,593)	562,604
<b>Projected Ending Fund Balance</b>	3,450,287	3,253,694	3,816,298
<b>Components of Ending Fund Balance</b>			
<b>Restricted</b>	500,964	660,964	820,964
<b>Committed</b>	-	-	-
<b>Assignments:</b>	-	-	-
<b>Suppl 19/20 &amp; 20/21 and RRM Contrib 20/21</b>	-	140,960	590,401
<b>Charter Oversight Reserve</b>	200,555	138,823	77,091
<b>Reserve For Economic Uncertainty</b>	2,257,828	2,229,854	2,278,789
<b>Unassigned Balance</b> (must be positive number)	490,940	83,093	49,053
<b>% Available for Economic Uncertainty</b>	<b>3.65%</b>	<b>3.11%</b>	<b>3.06%</b>

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

<b>MISSION STATEMENT:</b> Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.	
<b>DISTRICT GLOBAL GOALS</b>	
<ol style="list-style-type: none"><li>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</li><li>2. Foster a safe, caring environment where individual differences are valued and respected.</li><li>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.</li><li>4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.</li><li>5. Promote student health and nutrition in order to enhance readiness for learning.</li></ol>	

**SUBJECT:**

Placer County School Boards Association  
Elections - Committee Nominations

**AGENDA ITEM AREA:**

Information/Discussion

**REQUESTED BY:**

Scott Leaman  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

October 2, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Placer County School Boards Association (PCSBA) has three 2-year positions open on the Executive Committee due to the expired terms. School districts and the community college district have been given the opportunity to submit nominations for the open positions.

Enclosed are the election ballots for Board members. The Board may write-in a candidate if desired. All ballots must be returned by October 15, 2018. Election results will be communicated by November 1<sup>st</sup>. Terms will commence on December 1, 2018.

**ADMINISTRATION RECOMMENDATION:**

The administration recommends the Board of Trustees participate in the nomination process.



**Placer County Office of Education**

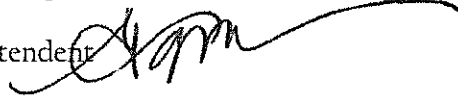
360 Nevada Street, Auburn, CA 95603  
(530) 889-8020 • Fax (530) 886-5841 • [www.placercoe.k12.ca.us](http://www.placercoe.k12.ca.us)

Gayle Garbolino-Mojica, County Superintendent of Schools

## Memorandum

September 14, 2018

To: School District Superintendents, Sierra College President

From: Gayle Garbolino-Mojica, County Superintendent 

RE: Placer County School Boards Association Elections

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Placer County School Boards Association (PCSBA) has three positions open on the Executive Committee due to expired terms. School districts and the community college district have been given the opportunity to submit nominations for the open positions.

Enclosed are the election ballots for your Board members. You may write-in a candidate if desired. All ballots must be returned to my office by October 15, 2018. If the deadline does not fit your Board meeting schedule, please contact Jessica Garlock at (530) 886-5881.

Ballots may be returned by email: [jgarlock@placercoe.k12.ca.us](mailto:jgarlock@placercoe.k12.ca.us), fax: 888.292.4936 or US Mail.

Elections results will be communicated by November 1<sup>st</sup>. Terms will commence on December 1, 2018.

**PLACER COUNTY SCHOOL BOARDS ASSOCIATION**  
**EXECUTIVE COMMITTEE**  
 Fall 2018  
 ELECTION BALLOT

2-YEAR POSITION	VOTE FOR UP TO THREE	
Julann Brown, Auburn Union ESD	<input type="checkbox"/>	<input type="checkbox"/>
Gary Johnson, R JUHSD	<input type="checkbox"/>	<input type="checkbox"/>
Nancy B. Palmer, Sierra CC	<input type="checkbox"/>	<input type="checkbox"/>
Maureen "Mo" Ward, Placer Union HSD	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>



## **Placer County School Boards Association**

### **Nominee Summary Statements**

#### **Julann Brown**

Julann has served on the Auburn Union Elementary School District Board since 2014. She served as Board President in 2017. Julann is also a Delegate to the California School Board Association for Region 4D. Julann has been a strong advocate for public education since moving to Auburn 18 years ago with her husband and two sons. Julann currently works as an Accounting Manager and Full Charge Bookkeeper for a number of small businesses in the Auburn/Roseville area. Trust and integrity are central to Julann's life in the Auburn community.

#### **Gary Johnson**

My name is Gary Johnson. I was born in Brooklyn, New York where I lived for two years. I was raised in Bethpage, Long Island New York where I attended public and parochial school. I joined the Air Force when I was 17 years old and served in the Air Force for 6 years. I served a tour of duty in Vietnam and served temporary duty assignments in Korea and Thailand. Upon completing my active duty assignment I went to American River College, Sacramento, CA for two years and received my Associate of Art Degree in Political Science. I then transferred to California State University, Sacramento, CA where I received my Bachelor of Arts Degree in Criminal Justice. I decided that I wanted to give more back to my county and decided to join the active Coast Guard Reserve where I served for 26 years. I received my Masters of Arts Degree in Quality Systems Management while serving in the Coast Guard. I became a law enforcement officer with the Placer County Sheriff's Department for two years and then accepted a position with the State of California and worked as a Senior Investigator with the Department of Consumer Affairs and then transferred to the Department of Justice as a Special Agent. I worked for the State of California for 30 years. My whole life has been devoted to volunteerism and I have served in the education community for over 18 years as a School Board member in three different school districts. I served in the Old Adobe School District in Petaluma for eight years, and 8 years in the Placer Hills School District in Meadow Vista, CA. I was recently elected to the Roseville High School Board in 2016. I have also served on School Site Councils and worked as a sports coach in soccer and basketball. I have served on several organizations that help homeless veterans, educating veterans with financial literacy, and health and mental issues. I served on the Sonoma County Human Services Commission, Sacramento Chapter of (VAREP) Veteran's Association of Real Estate Professionals for 4 years as Treasurer and President. I am currently working as a Realtor with Home Smart I Care Realty serving the Northern California area. I continue to volunteer as a Lt. Colonel in the United States Volunteers Honor Guard where I do military Honors for veterans who pass away.

**Nancy Palmer**

I have been a Trustee for Sierra College for 24 years. I have been re-elected this November for another 4 more years. I presently serve on five local boards in Nevada County and two state-wide committees for the Community Colleges of California.

I feel it is important to have the local Sierra College represented on this committee and I am asking for your support to elect me, once again, to serve on this committee.

**Maureen “Mo” Ward**

I am a lifelong resident of Placer County and a strong supporter of public education. My board experience began with five years on the Ackerman/Bowman Elementary School District Board, then the last twenty years on the Placer Union High School District Board.

I understand the financial constraints of a district budget and the inability to send a full school board to conferences such as the California School Board Association’s. Yet the information gathered and time spent discussing our experiences often results in new ideas and a better understanding of issues and new laws or rulings.

My interest in being on the Placer County School Board Association is to bring some of those informational experiences locally for the members who aren’t able to attend conferences and for our boards to become better acquainted and share ideas.

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Adoption of Revised/New  
Policies/Regulations/Exhibits

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Scott Leaman  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

October 2, 2018

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

- BP 0410 – Nondiscrimination in District Programs and Activities
- BP 4140/4240/4340 – Bargaining Units
- AR 4157.2/4257.2/4357.2 – Ergonomics
- BP/AR 4161.3 – Professional Leaves
- BP 4261.3 – Professional Leaves
- BP/AR 5111.1 – District Residency
- BP/AR 5125 – Student Records
- AR 5141.32 – Health Screening for School Entry
- BP 9310 – Board Policies

**RECOMMENDATION:**

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

# MANUAL MAINTENANCE GUIDESHEET

May/July 2018

Page 1 of 2

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

## **BP 0410 - Nondiscrimination in District Programs and Activities**

(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which (1) adds immigration status to the categories of characteristics that are protected against discrimination, (2) requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs, and (3) mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services. Policy also reflects provisions of the Attorney General's model policy and **NEW LAW (SB 31)** which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

## **BP 4140/4240/4340 - Bargaining Units**

(BP revised)

Policy updated to reflect **NEW COURT DECISION (Janus v. AFSCME)** which held that public employees cannot be compelled to pay mandatory "fair share service fees" to an employee organization. Policy also reflects **NEW LAW (SB 866, 2018)** which prohibits districts from deterring or discouraging employees or job applicants from becoming or remaining members of an employee organization and prohibits sharing the date, time, and place of new employee orientations with anyone other than employees, the exclusive representative, or a vendor contracted to provide a service for the orientation. Policy deletes material regarding the employee organization's provision of a financial report, which is required by law to be submitted to the Public Employment Relations Board rather than the district board.

## **AR 4157.2/4257.2/4357.2 - Ergonomics**

(AR revised)

Regulation updated to add a definition of ergonomics, expand the purpose of the ergonomics program to include other workplace injuries in addition to repetitive motion injuries, provide for employees to report symptoms to a supervisor, reflect circumstances under which an ergonomics program is required by state regulations, and delete outdated date for implementation of state regulations.

## **BP/AR 4161.3 - Professional Leaves**

(BP added; AR deleted)

Regulation deleted and moved to new policy since the responsibility for granting professional leaves rests with the board pursuant to law. Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement and an exception in law allowing a professional leave under an approved national recognized fellowship or foundation to be included in computing the service requirement for a subsequent leave.

## **BP 4261.3 - Professional Leaves**

(BP added)

Regulation deleted and moved to new policy since the responsibility for granting professional leaves rests with the board pursuant to law. Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement.

## **BP/AR 5111.1 - District Residency**

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 699)** which prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. Regulation also updated to reflect **NEW LAWS** providing that a student meets district residency requirements if the student's parent/guardian is transferring or pending transfer to a military installation within the state (**SB 455**), or the student's parent/guardian was a resident of California who departed the state against his/her will pursuant to a transfer by a government agency, a court order, or the federal Immigration and Nationality Act (**SB 257**).

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

**BP/AR 5125 - Student Records**

(BP/AR revised)

Policy updated to reflect the California Attorney General's model policy, developed pursuant to **NEW LAW (AB 699)**, which (1) prohibits districts from collecting information regarding students' citizenship or immigration status, and (2) requires district staff to receive training in the gathering and handling of sensitive student information. Policy also reflects state law limiting the collection of students' social security numbers or the last four digits of the social security numbers, and **NEW LAW (SB 31)** which prohibits districts from assisting in the compilation of a list, registry, or database based on students' national origin, ethnicity, or religion. Regulation updated to reflect **NEW LAW (SB 233)** which expands the types of records related to foster youth that must be made accessible to specified agencies, and a requirement of the Attorney General's model policy that the annual parental notification include a statement that a student's citizenship, place of birth, or national origin will not be released without parental consent or a court order.

**AR 5141.32 - Health Screening for School Entry**

(AR revised)

Regulation updated to reflect **NEW LAW (SB 379, 2017)** which changes the date by which the district must report oral health assessment data to the county office of education and/or state dental director and requires the certification form developed by the California Department of Education (CDE) to include parental rights related to oral health assessments offered at school sites. Regulation also deletes the requirement to notify parents/guardians of the telephone number for the Healthy Families program, which is no longer operational.

**BB 9310 - Board Policies**

(BB revised)

Bylaw updated to address alignment of board policies with the district's vision, goals, and local control and accountability plan and add the concept of proactively addressing equity and equal access in board policies. Material rearranged to emphasize that policies are not operative if in conflict with applicable federal or state law or regulations or court decisions.

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

The Board of Trustees is committed to providing equal opportunity for all individuals in **district programs and activities.** ~~education.~~ District programs and activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, **immigration status**, ethnic group identification, **ethnicity**, age, religion, marital **status**, pregnancy, ~~or~~ parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

*(cf. 1240 – Volunteer Assistance)*  
*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 4032 - Reasonable Accommodation)*  
*(cf. 4033 – Lactation Accommodation)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*  
*(cf. 4161.8/4261.8/4361.8 – Family Care and Medical Leave)*  
*(cf. 5131.2 – Bullying)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*  
*(cf. 5146 - Married/Pregnant/Parenting Students)*  
*(cf. 6145 – Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*  
*(cf. 6164.4 - Identification of Individuals for Special Education)*  
*(cf. 6164.6 - Identification and Education under Section 504)*  
*(cf. 6178 - Career Technical Education)*  
*(cf. 6200 - Adult Education)*

**All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.**

*(cf. 3540 - Transportation)*  
*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 5145.13 - Response to Immigration Enforcement)*

District programs and activities shall also be free of any racially derogatory or discriminatory school athletic team names, mascots, or nicknames.

~~Annually,~~ The Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt,

## **NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES** (continued)

reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

*(cf. 1330 - Use of Facilities)*

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in ~~each the annual parent notification distributed pursuant to Education Code 48980 and, as applicable, in~~ announcement, bulletin, catalog, handbook, application form, or other materials distributed ~~by the district. to these groups and, as applicable, to the public. As appropriate, such~~ **The notification shall also be posted on the district's website and social media and** in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations **as appropriate.** ~~and shall be posted on the district's web site and, when available, district-supported social media.~~

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

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

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

*(cf. 5145.6 - Parental Notifications)*

**In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)**

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

### **Access for Individuals with Disabilities**

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)**

disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

*(cf. 6163.2 - Animals at School)*

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7111 - Evaluating Existing Buildings)*

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

*(cf. 6020 - Parent Involvement)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent of Personnel Services  
600 Sixth Street, Suite 400, Lincoln, CA 95648  
(916) 645-6350  
gsimon@wpusd.k12.ca.us

*Legal Reference: (see next page)*



## **NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)**

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of discrimination

**48980 Parental notifications**

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

**8310.3 California Religious Freedom Act**

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

~~11138 Rules and regulations~~

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

*Management Resources: (see next page)*

## NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

### Management Resources:

#### CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex discrimination, July 2016

#### CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

#### CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

#### U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: May 26, 2011 Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010 January, 1999

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Protecting Students from Harassment and Hate Crime, January, 1999

Nondiscrimination in Employment Practices in Education, August, 1991

#### U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

#### WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

#### WEB SITES

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

California Office of the Attorney General : <http://oag.ca.gov>

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

California Department of Fair Employment and Housing : <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschoolscoalition.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: <http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Policy

adopted: September 4, 2007

revised: April 1, 2014

revised: February 21, 2017

revised: October 2, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Lincoln, California

**BARGAINING UNITS**

The Board of Trustees recognizes the right of district employees to form a bargaining units, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*(cf. 4143/4243 - Negotiations/Consultation)*

*(cf. 9000 – Role of the Board)*

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

~~The district shall not deter or discourage employees from becoming or remaining members of an employee organization, impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)~~

~~*(cf. 4119.1/4219.1/4319.1 – Civil and Legal Rights)*~~

**Formation of Bargaining Units**

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

*(cf. 4300 - Administrative and Supervisory Personnel)*

*(cf. 4301 - Administrative Staff Organization)*

*(cf. 4312.1 - Contracts)*

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be

## **BARGAINING UNITS**

merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

### ***Membership***

**The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)**

*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

**The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.**

**However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may**

## **BARGAINING UNITS**

**disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)**

### **Access to Employee Orientations and Contact Information**

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

**The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)**

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information **in regard to** ~~on~~ all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email

## **BARGAINING UNITS**

address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

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

### **~~Membership Dues or Other Payment to an Employee Organization of Dues or Service Fee~~**

~~Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. (Education Code 45060, 45168; Government Code 3546)~~

**When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)**

~~Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)~~

**An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)**

## **BARGAINING UNITS**

~~Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order. (Government Code 3546.5)~~

*(cf. 3460 - Financial Reports and Accountability)*

**When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)**

**A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)**

*Legal Reference: (see next page)*

## BARGAINING UNITS

### Legal Reference:

#### EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definitions of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

#### GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

#### CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

#### COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448 (7th Cir. 2017) 851 F.3d 746, cert. granted Sept. 28, 2017, No. 16-1466

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

Abood v. Detroit Board of Education, (1977) 431 U.S. 209

### Management Resources:

#### WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy

adopted: October 21, 2008

revised: September 1 2015

revised: December 19, 2017

revised: October 2, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Lincoln, California



~~To minimize employees' risk of repetitive motion injuries (RMIs),~~ **†The Superintendent or designee shall implement an ergonomics program to identify risk factors in the work environment that may result in injuries or illnesses to employees and shall design measures mitigate such risk factors. The program shall include a study of body movements and positions used during work, the tools and equipment used, the physical environment (such as temperature, noise, and lighting), and the organizational environment (such as deadlines, teamwork, and supervision) in order to identify potential causes of stress on the body over time, such as exertion or strain, awkward or sustained posture, or repeated motions.**

**An employee who experiences pain, numbness, stiffness, swelling, tingling, weakness, or other symptom(s) of a repetitive motion injury (RMI) or other musculoskeletal disorder that may be caused or aggravated by workplace conditions shall report the problem to his/her supervisor.**

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

~~When ever two or more an RMIs which is objectively from an identical identified and diagnosed by a licensed physician to be a musculoskeletal injury has work activity have been reported by two or more district employees within a 12-month period, and is determined to be predominantly caused by a repetitive job, process, or operation in an identical work activity, the Superintendent or designee shall: beginning July 3, 1997. In addition, all reported injuries must satisfy all of the following conditions: (8 CCR 5110)~~

- ~~1. The RMIs were predominantly caused (i.e., 50 percent or more) by a repetitive job, process or operation.~~
- ~~2. The employees incurring the RMIs were performing a job process or operation of identical work activity. Identical work activity means that the employees were performing the same repetitive motion task, such as similar word processing, assembly or loading tasks.~~
- ~~3. The RMIs were musculoskeletal injuries that a licensed physician objectively identified and diagnosed.~~

~~The Superintendent or designee shall ensure that the ergonomics program be designed to minimize RMIs in accordance with law. The program shall be composed of the following components: (8 CCR 5110)~~

- ~~1. Worksite eEvaluation, each job, process, or operation of identical work activity at the work site, or a representative number of such jobs, processes, or operations of identical work activities, shall be evaluated for exposures which have caused RMIs.~~

**ERGONOMICS** (continued)

2. ~~Control of exposures which have caused RMIs~~ Any exposures that have caused RMIs shall, **Correct** in a timely manner, be corrected or, if not capable of being corrected, be or minimized to the extent feasible **if correction is not possible, any exposures that have caused RMIs, taking into consideration** .~~The district shall consider~~ engineering controls; such as work station redesign, adjustable fixtures, or tool redesign, and administrative controls such as job **rotation, station**, work pacing, or work breaks.
3. ~~Training Employees shall be p~~**Provided staff** training that includes an explanation of:
  - a. The district's **ergonomics** program
  - b. The exposures that have been associated with RMIs
  - c. The symptoms and consequences of injuries caused by repetitive motion
  - d. The importance of reporting symptoms and injuries to the **employer district**
  - e. Methods used by the district to minimize RMIs

**Strategies adopted for identifying and correcting workplace conditions or practices that may increase employees' risk of RMIs may be incorporated into the district's injury and illness prevention program developed pursuant to Labor Code 6401.7 and 8 CCR 3203.**

*(cf. 4157 /4257/4357 - Employee Safety)*  
*(cf. 4157.1/4257.1/4357.1 —Work-Related Injuries)*

*Legal Reference: (see next page)*

AR 4157.2(c)  
4257.2  
4357.2

## **ERGONOMICS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

44984 *Industrial accident and illness leaves, certificated employees*

45192 *Industrial accident and illness leaves, classified employees*

#### GOVERNMENT CODE

21153 *Employer not to separate for disability members eligible to retire*

#### LABOR CODE

142.3 *Adoption, amendment or repeal of standards and orders*

3200-4855 *Workers' compensation, especially:*

3550-3553 *Employee Notice*

3600-3605 *Conditions of liability*

3760 *Report of injury to insurer*

4600 *Provision of medical and hospital treatment by employer*

4906 *Disclosures and statements*

5400-5404 *Notice of injury or death*

6303 *Place of employment; employment*

6305 *Occupational safety and health standards; special orders*

6310 *Retaliation for filing complaint prohibited*

6357 *Standards for workplace ergonomics*

6401.7 *Injury prevention programs*

6409.1 *Reports*

#### CODE OF REGULATIONS, TITLE 8

3203 *Injury and Illness Prevention Program*

5110 *Repetitive motion injuries*

### *Management Resources:*

#### **CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH PUBLICATIONS**

**Ergonomic Hazards, Fact Sheet H**

**Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. May 2011**

#### **WEB SITES**

**California Department of Industrial Relations, Division of Occupational Safety and Health:**

**<http://www.dir.ca.gov/dosh>**

Regulation  
approved: September 4, 2007  
revised: October 2, 2018

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

**PROFESSIONAL LEAVES**

The Board of Trustees recognize that a broad range of experiences can strengthen an employee's ability to meet the educational needs of the district's students.

The Board may grant a professional leave of absence for up to one year to certificated employees for the purpose of permitting study or travel which will benefit the schools and students of the district. No more than one such leave of absence may be granted to an employee in a seven-year period. (Education Code 44966, 44967)

*(cf. 4131 - Staff Development)*  
*(cf. 4161/4261/4361 - Leaves)*

To be eligible for a professional leave of absence, an employee must have served in the district for at least seven consecutive years preceding the leave. For this purpose, any prior professional leave taken by an employee shall be deemed a break in the employee's service. No other type of leave authorized by the Board, and no service by the employee for one year or less under a national recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall be deemed a break in the employee's service. (Education Code 44967)

Rather than granting a professional leave for a continuous one-year period, the Board may require that the leave be taken in separate six-month periods or separate quarters, provided that the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for a subsequent leave of absence. (Education Code 44966)

As a condition of being granted professional leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)

The Board and employee may agree in writing to have the employee perform services for the district during the professional leave. (Education Code 44968)

Unless the employee agrees in writing with the Board not to receive compensation during the leave, the employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall not be less than the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 44968, 44968.5)

Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.

**PROFESSIONAL LEAVES** (continued)

At the end of the professional leave, the employee shall be reinstated in the position he/she held when the leave was granted, unless otherwise agreed upon by the employee. (Education Code 44973)

*Legal Reference:*

EDUCATION CODE

44966-44976 *Leaves of absence for study or travel*

**Certificated Personnel****PROFESSIONAL LEAVES**

The Board of Trustees may grant a leave of absence of up to one year to certificated employees for the purpose of permitting study or travel which will benefit the schools and students of the district. (Education Code 44966)

*(cf. 4161/4261 - Leaves)*

*(cf. 4361 - Leaves)*

To be eligible for a leave of absence for these purposes, the employee must have served in the district for at least seven consecutive years preceding the leave. No more than one such leave of absence shall be granted in each seven-year period. No other types of leaves shall be considered a break in service for purposes of meeting this requirement and the period of such absence shall not be included as service in computing the seven consecutive years of service required for a professional leave. (Education Code 44967)

The Board may require that such leaves of absence be taken in separate six-month periods or separate quarters as long as the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for a subsequent leave of absence. (Education Code 44966)

Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee agree upon in writing. (Education Code 44968)

Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.

Unless the employee agrees in writing with the Board not to receive compensation during the leave, the employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall be not less than the difference between the employee's salary and the salary of a substitute employee. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 44968, 44968.5)

As a condition to being granted such leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)

At the end of the leave, the employee shall be reinstated in the position he/she held when the leave was granted. (Education Code 44973)

**PROFESSIONAL LEAVES** (continued)

*Legal Reference:*

EDUCATION CODE

*44966-44973 Leaves of absence for study or travel*

DELETED

Regulation  
approved: September 4, 2007  
deleted: October 2, 2018

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

**PROFESSIONAL LEAVES**

The Board of Trustees recognize that a broad range of experiences can strengthen an employee's ability to meet the district's needs.

The Board may grant a professional leave of absence for up to one year to classified employees for the purpose of permitting study or retraining the employee to meet changing conditions within the district. No more than one such leave of absence may be granted to an employee in a seven-year period for purposes of study or three-year period for purposes of retraining. (Education Code 45381, 45382)

*(cf. 4161/4261/4361 - Leaves)*  
*(cf. 4231 - Staff Development)*

To be eligible for a leave for study purposes, the employee must have served in the district for at least seven consecutive years preceding the granting of the leave. If the leave is for purposes of retraining, the employee must have served in the district for at least three consecutive years preceding the granting of the leave. Any professional leave of absence granted by the Board shall not be deemed a break in service. However, it will not be included as service in computing service for the granting of any subsequent professional leave. (Education Code 45382)

Rather than granting a professional leave for a continuous one-year period, the Board may require that the leave be taken in separate six-month periods or in any other appropriate periods, provided that the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for qualifying for a subsequent leave of absence. (Education Code 45381)

The Board and employee may agree in writing to have the employee perform services for the district during the professional leave. (Education Code 45383)

The employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall not be less than the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 45383)

Compensation during the leave shall be paid in the manner authorized by Education Code 45384.

The Board may grant reimbursement of the costs, including tuition fees, to any classified employee who satisfactorily completes approved training to improve his/her job knowledge, ability, or skill, as long as the employee is not eligible for reimbursement by another governmental agency, organization, or association. Programs eligible for reimbursement



**PROFESSIONAL LEAVES** (continued)

include, but are not limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings, and other training programs that are designed to upgrade the classified service and encourage the retraining of employees who may otherwise be subject to layoff as the result of technological changes. (Education Code 45387)

*Legal Reference:*

EDUCATION CODE

45220-45320 *Merit system*

45380-45387 *Leaves of absence for study or retraining, classified personnel*

## DISTRICT RESIDENCY

The Board of Trustees desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

*(cf. 5116 - School Attendance Boundaries)*

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5145.6 - Parental Notifications)*

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

*(cf. 5111 - Admission)*

*(cf. 5125 - Student Records)*

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status **of students or their family members**.

*(cf. 5145.13 – Response to Immigration Enforcement)*

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

## Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

## **DISTRICT RESIDENCY (continued)**

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

### **Appeal of Enrollment Denial**

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

## **DISTRICT RESIDENCY (continued)**

### **Enrollment Not Requiring District Residency**

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

*(cf. 5111.2 - Nonresident Foreign Students)*  
*(cf. 6145.6 - International Exchange)*

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

*(cf. 6178.2 - Regional Occupational Center/Program)*

#### *Legal Reference:*

##### EDUCATION CODE

220 Prohibition of discrimination

234.7 Student protections relating to immigration and citizenship status

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1-48204.2 Evidence of residency

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act transfers

**48645.5 Former juvenile court school students, enrollment**

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

##### FAMILY CODE

6550-6552 Caregivers

##### GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

*Legal Reference: (see next page)*

## DISTRICT RESIDENCY (continued)

### *Legal Reference: (continued)*

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 8

1229c Immigration and Nationality Act

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

*Katz v. Los Gatos-Saratoga Joint Union High School District*, (2004) 117 Cal.App.4th 47

*Plyler v. Doe*, 457 U.S. 202 (1982)

### *Management Resources:*

CSBA PUBLICATIONS

*Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status*, February 2017

*Legal Guidance Regarding International Student Exchange Placement Organizations*, April 2014

CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

*Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues*, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

*Dear Colleague Letter: School Enrollment Procedures*, May 8, 2014

*Fact Sheet: Information on the Rights of All Children to Enroll in School*, May 8, 2014

*Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents*, May 8, 2014

WEB SITES

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

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

California Office of the Attorney General: <http://oag.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www.sos.ca.gov/safeathome>

U.S. Department of Justice: <https://www.justice.gov> Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Policy

adopted: April 19, 2016

revised: May 2, 2017

revised: October 2, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

**DISTRICT RESIDENCY****Criteria for Residency**

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student has been admitted through an interdistrict attendance **option. program.** (Education Code **46600, 48204, 48301, 48356**)

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5118 – Open Enrollment Act Transfers)*

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries **and the caregiving adult submits an affidavit to that effect.** (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

*(cf. 5111.12 – Residency Based on Parent/Guardian Employment)*

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code **48204, 48207**)

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

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)
9. **The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. (Education Code 48204.3)**

*(cf. 6173.2 - Education of Children of Military Families)*

**DISTRICT RESIDENCY** (continued)

10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

*(cf. 5145.13 - Response to Immigration Enforcement)*

**Residency Based on Parent/Guardian Employment (Allen Bill Transfers)**

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Board of Trustees.
3. Other circumstances exist that are not arbitrary.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

~~The district may admit a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.~~

*(cf. 5111.2 - Nonresident Foreign Students)*

**DISTRICT RESIDENCY (continued)**

~~The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)~~

~~(cf. 5145.6 - Parental Notifications)~~

**Proof of Residency**

**The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district.**

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipts
2. Rental property contract, lease payment receipts
3. Utility service contract, statement, or payment receipts
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

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

**A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.**



**DISTRICT RESIDENCY (continued)**

**A parent/guardian who is transferred or pending transfer into a military installation within the state shall provide proof of residence in the district within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)**

**A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)**

**Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)**

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6173.3 - Education for Juvenile Court School Students)*

~~The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative. However, a homeless or foster youth shall not be required to provide proof of residency as a condition of enrollment in district schools. (Education Code 48852.7, 48853.5; 42 USC 11432)~~

~~A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.~~

**Safe at Home Program**

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. The Superintendent may request the actual residence address for the purpose of establishing residency within district boundaries. (Government Code 6206, 6207)

**DISTRICT RESIDENCY** (continued)

*(cf. 3580 - District Records)*

Regulation  
approved: September 4, 2007  
revised: February 17, 2015,  
revised: June 16, 2015  
revised: April 2016  
revised: October 2, 2018

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

**STUDENT RECORDS**

The Board of Trustees recognizes the importance of keeping accurate, comprehensive student records as required by law. ~~Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.~~ The Superintendent or designee shall establish **administrative** regulations governing the identification, **collection, retention, and security of student records.** ~~description and security of student records, as well as timely access for authorized persons.~~ These regulations shall ensure the ~~parental rights of authorized persons to have timely access to review, inspect and copy student records while maintaining the confidentiality and shall protect the of student records consistent with state and federal law.~~ ~~and the student's family from invasion of privacy.~~

*(cf. 3580 - District Records)*

*(cf. 4040 - Employee Use of Technology)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 5125.3 - Challenging Student Records)*

The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the district level. At each school, the principal or a certificated designee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

**All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.**

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)**

**No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)**

*(cf. 5145.13 - Response to Immigration Enforcement)*

## **STUDENT RECORDS (continued)**

**The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)**

### **Student Records from Social Media**

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.6 - Parental Notifications)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

### **Contract for Digital Storage, Management, and Retrieval of Student Records**

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

*(cf. 3312 – Contracts)*

*Legal Reference: (see next page)*

**STUDENT RECORDS (continued)**EDUCATION CODE**234.7 Student protections relating to immigration and citizenship status**

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

48980 Parental notifications

48985 Notices in parent/guardian's primary language

49060-49079 Student records

49091.14 Parental review of curriculum

51747 Independent study

56041.5 Rights of students with disabilities

56050 Surrogate parents

56055 Foster parents

69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

**22586-22587 Early Learning Personal Information Protection Act**CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

6552 Caregiver's authorization affidavit

GOVERNMENT CODE

6252-6260 Inspection of public records

HEALTH AND SAFETY CODE

120440 Immunizations; disclosure of information

PENAL CODE

245 Assault with deadly weapon

WELFARE AND INSTITUTIONS CODE

681 Truancy petitions

701 Juvenile court law

16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

430-438 Individual pupil records

16020-16027 Destruction of records of school districts

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of Pupil Rights Amendment

UNITED STATES CODE, TITLE 26

152 Definition of dependent child

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 Children's Online Privacy Protection Rule

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

300.501 Opportunity to examine records for parents of student with disability

## STUDENT RECORDS (continued)

### *Management Resources:*

#### **CSBA PUBLICATIONS**

**Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017**

#### **CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

**Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018**

#### **FEDERAL REGISTER**

*Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855*

#### **NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS**

**Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014**

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

#### **IDEA and FERPA Confidentiality Provisions, 2014**

**Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008**

**Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007**

#### **WEB SITES**

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

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

**National School Boards Association: <http://www.nsba.org>**

**U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpco>**

Policy

adopted: September 4, 2007

revised: October 20, 2015

revised: October 16, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**Lincoln, California**

**STUDENT RECORDS****Definitions**

*Student* means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

*Attendance* includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

*Student records* are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, or required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute **employee**

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(cf. 3515 – Campus Security)

(cf. 3515.3 - District Police/Security Department)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

*Mandatory permanent student records* are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

**STUDENT RECORDS** (continued)

*Mandatory interim student records* are those records which the schools are directed to compile and maintain for stipulated periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

*Permitted student records* are those records having clear importance only to the current educational process of the student. (5 CCR 430)

*Disclosure* means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records, to any party, by any means including oral, written, or electronic means. (34 CFR 99.3)

*Access* means a personal inspection and review of a record, an accurate copy of a record or receipt of an accurate copy of a record, an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

*Personally identifiable information* includes but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

*Adult student* is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

*Parent/guardian* means a natural parent, an adopted parent, ~~or~~ legal guardian, **surrogate parent, or foster parents**. (Education Code 49061, **56050, 56055**)



**STUDENT RECORDS** (continued)

*A ~~Legitimate~~ educational interest* is an interest held by school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records.

*School officials and employees* are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

*Contractor or consultant* is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

*Custodian of records* is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

*County placing agency* means the county social service department or county probation department. (Education Code 49061)

**Persons Granted Absolute Access**

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025))
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)
- ~~3. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077)~~
43. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(cf. 6159 - Individualized Education Program)

**STUDENT RECORDS** (continued)**Access for Limited Purpose/Legitimate Educational Interest**

The following persons or agencies shall have access to those particular records that are relevant to the legitimate educational interest **or other legally authorized purpose:** ~~of the requester: (Education Code 49076)~~

1. Parents/guardians of a dependent student age 18 or older **is a dependent child** as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education code 49076; 34 CFR 99.31)
3. School officials and district employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by **the SARB** ~~such a board~~ to provide follow-up services to a referred student (**Education Code 49076**)

*(cf. 5113.1 – Chronic Absence and Truancy)*

*(cf. 5113.12 – District School Attendance Review Board)*

5. Officials and employees of other public schools or school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. The Student Aid Commission, ~~for the purpose of to providing~~ the grade point average (GPA) of all district students in grade 12 **and, when requested, verification of high school graduation or its equivalent to all students who graduated in the prior**

**STUDENT RECORDS** (continued)

**academic year, for use in** ~~to~~ the Cal Grant postsecondary financial aid program.; **However, such information shall not be submitted** ~~except~~ when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA (Education Code 69432.9, **69432.92**)

No later than October 15 each year, the Superintendent or designee shall notify each student in grade 12, and his/her parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission unless he/she opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. Federal, state, and local officials, as needed for ~~program~~ **an** audits, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR **99.3**, 99.31, 99.35)
8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)
11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)

**STUDENT RECORDS** (continued)

12. Any probation officer or district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student, or for purposes of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

14. ~~Foster family agencies with jurisdiction over currently enrolled or former students may access those students' records of grades and transcripts, and any individualized education program (IEP) developed and maintained by the district with respect to such students. (Education Code 49069.3)~~ **A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)**

**Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)**

*(cf. 6164.6 - Identification and Education Under Section 504)*

*(cf. 6173.1 - Education for Foster Youth)*

15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

**STUDENT RECORDS** (continued)

*(cf. 6173 - Education for Homeless Children)*

16. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)
17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))
18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written

**STUDENT RECORDS** (continued)

consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

*(cf. 5021 - Noncustodial Parents)*

**Discretionary Access**

At his/her discretion, the Superintendent or designee may release information from student records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of a student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that; (Education Code 49076; 34 CFR 99.31)
  - a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
  - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.

**STUDENT RECORDS** (continued)

- c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
- 4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
- 5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)
- 6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

*(cf. 3600 - Consultants)*

- 7. Agencies or organizations in connection with a student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or his/her parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or to enforce the terms or conditions of the financial aid. (Education Code 49076; 34 CFR 99.31, 99.36)
- 8. County elections officials for the purpose of identifying students eligible to register to vote and offering such students an opportunity to register, subject to the provisions of 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.31, 99.37)

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

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

**STUDENT RECORDS** (continued)**De-identification of Records**

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

**Process for Providing Access to Records**

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained in different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

**The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)**

**To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.**

~~When prior written consent from a parent/guardian is~~ required by law, the parent/guardian shall provide a written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

**If the parent/guardian refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.**



**STUDENT RECORDS** (continued)

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

*(cf. 5021—Noncustodial Parents)*

~~Any person or agency granted access is prohibited from releasing information to another person or agency without written permission from the parent/guardian or adult student. (Education Code 49076)~~

**Access Log**

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the school custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

**The custodian of records shall also make an entry in the log regarding any request for records that was denied and the reason for the denial**

The log **shall include requests for access** ~~does not need to~~ records access by: (Education Code 49064)

1. Parents/guardians or adult students
2. Students **who are** 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information

*(cf. 5125.1—Release of Directory Information)*

4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075

**STUDENT RECORDS** (continued)

5. School officials or employees who have a legitimate educational interest

**6. Law enforcement personnel seeking to enforce immigration laws**

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student **who is** age 16 years or older or who has completed the 10th grade, custodian of records, and certain state **or** federal officials. (Education Code 49064; 5 CCR 432)

**Duplication of Student Records**

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of furnishing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

~~The Superintendent or designee shall set a fee and update the amount periodically if actual costs change.~~

*(cf. 3260 - Fees and Charges)*

**Changes to Student Records**

Only a parent/guardian having legal custody of the student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

*(cf. 5125.3 - Challenging Student Records)*

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed **with proper documentation**. ~~pursuant to a court order.~~ However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents

*(cf. 5145.3 - Nondiscrimination/Harassment)*

**Retention and Destruction of Student Records**

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

**STUDENT RECORDS** (continued)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date  
*(cf. 5111 - Admission)*
3. Sex of student
4. Name and address of parent/guardian of minor student
  - a. Address of minor student if different from the above
  - b. Annual verification of parent/guardian's name and address and student's residence

*(cf. 5111.1 - District Residency)*

~~*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*~~

~~*(cf. 5111.13 - Residency for Homeless Children)*~~

5. Entrance and departure date of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

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

7. Verification of or exemption from required immunizations

*(cf. 5141.31 - Immunizations)*

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

**STUDENT RECORDS** (continued)

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

2. A log identifying persons or agencies who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

*(cf. 5141.32 - Health Screening for School Entry)*

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.4 - Identification of Individuals for Special Education)*

5. Language training records

*(cf. 6174 - Education for English Language Learners)*

6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or denial of student participation in specific programs
10. Results of standardized tests administered within the past three years

*(cf. 6162.51 – State Academic Achievement Tests Standardized Testing and Reporting Program)*

*(cf. 6162.52 – High School Exit Examination)*

11. Written findings resulting from an evaluation conducted **after a specified number of missed assignments** to determine whether it is in a student's best interest to remain in independent study

*(cf. 6158 - Independent Study)*

*Permitted student records* may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor/teacher ratings

## **STUDENT RECORDS** (continued)

2. Standardized test results older than three years
3. Routine disciplinary data  
*(cf. 5144 - Discipline)*
4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

### **Transfer of Student Records**

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the **student's** parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another **district**, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

*(cf. 4158/4258/4358 - Employee Security)*  
*(cf. 5119 – Students Expelled From Other Districts)*

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record **within 10 school days of the district's receipt of the request for the student's records.** ~~as requested by the other district or private school.~~ The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (**Education Code 48918, 49068; 5 CCR 438**)

~~Upon receiving a request from an admitting school for a student's records, the district shall also forward any expulsion order and the causes for the expulsion. (Education Code 48918)~~

## **STUDENT RECORDS** (continued)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*

### **Notification of Parents/Guardians**

Upon students' initial enrollment, and at the beginning of each year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices ~~to in~~ that language. Otherwise, the district shall provide these ~~Insofar as practicable, the district shall provide these~~ notices in the student's home language **insofar as practicable.** ~~and The district shall effectively notify parents/guardians or eligible students with disabilities. who are disabled.~~ (Education Code 49063, ~~48985~~; 34 CFR 99.7)

*(cf. 5145.6 - Parental Notifications)*

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records, and the procedures for doing so

**STUDENT RECORDS** (continued)

7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. The availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

*(cf. 5020 - Parent Rights and Responsibilities)*

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U. S. Department of Health, Education, **concerning** and ~~Welfare concerning~~ an alleged failure by the district to comply with 20 USC 1232g
13. A statement that the district forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

**In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.**

**Student Records from Social Media**

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from his/her social media activity and an opportunity to correct or delete such information

**STUDENT RECORDS (continued)**

3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or his/her parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
  - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian
  - b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

**~~Procedures for Access~~**

~~Student records shall be maintained in a central file at the school attended by the student or, when records are maintained in different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)~~

~~The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)~~

~~To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.~~



**STUDENT RECORDS** (continued)

~~Authorized persons, organizations, or agencies from outside the school whose access requires consent from the parent/guardian or adult student shall submit their request, together with any required authorization, to the Superintendent or designee or the custodian of records. (5 CCR 435)~~

~~When required by law, the parent/guardian shall provide a signed and dated written consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The consent shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)~~

~~Within five days following the date of request, an authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069; 5 CCR 431)~~

~~Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)~~

~~The custodian of records shall be responsible for the security of student records and shall assure that access is limited to authorized persons. (5 CCR 433)~~

~~The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)~~

~~Prior to disclosing a record pursuant to a court order, the Superintendent or designee shall, unless otherwise instructed by the order, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested if lawfully possible within the requirements of the judicial order. (5 CCR 435)~~

~~When the district discloses personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that was disclosed, and give him/her an opportunity for a hearing to challenge the record. (34 CFR 99.34)~~

~~Upon releasing student information to a judge or probation officer for the purpose of conducting a truancy mediation program or presenting evidence in a truancy petition, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)~~

**STUDENT RECORDS** (continued)

~~If the district is planning to release a student's immunization information to the county health department or state Department of Health Services, the Superintendent or designee shall inform the student's parents/guardians of the following: (Health and Safety Code 120440)~~

- ~~1. The type of information that will be shared~~
- ~~2. The name and address of the agency with which the district will share the information~~
- ~~3. That any shared information shall be treated as confidential and shall be used to share only with each other and, upon request, with health care providers, child care facilities, family child care homes, service providers for the Women, Infants and Children (WIC) food program, county welfare departments, foster care agencies, and health care plans~~
- ~~4. That the information may be used only to provide immunization service; to provide or facilitate third party payer payments for immunizations; to compile and disseminate statistical information on immunization status on groups of people, without identifying the student~~
- ~~5. That the parent/guardian has the right to examine any immunization-related information shared in this manner and to correct any errors~~
- ~~6. That the parent/guardian may refuse to allow this information to be shared~~

Regulation  
 approved: November 17, 2009  
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**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
 Lincoln, California

## HEALTH SCREENING FOR SCHOOL ENTRY

### Comprehensive Health Screening for Grades K-1

The parent/guardian of a student in kindergarten or first grade shall submit to the Superintendent or designee a certification form developed by the California Department of Health Care Services (DHCS) and signed by the student's health examiner certifying that the student has completed comprehensive health screening within 18 months prior to entry into first grade or within 90 days thereafter. (Health and Safety Code 124040, 124085)

*(cf. 5111 - Admission)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6173.2 - Education of Children of Military Families)*

*(cf. 6173.3 - Education for Juvenile Court School Students)*

The Superintendent or designee shall notify parents/guardians of all kindergarten students of the requirement to obtain a health screening and of the availability of the Child Health and Disability Prevention (CHDP) program established pursuant to Health and Safety Code 124025-124110 to assist eligible low-income families in obtaining the health screening. (Health and Safety Code 124100)

*(cf. 5145.6 - Parent Notifications)*

The notice shall be included with the notification of immunization requirements provided to parents/guardians prior to their child's enrollment in kindergarten and shall encourage completion of the health screening simultaneously with immunizations. The notice shall also be provided to the parent/guardian of any student who is enrolling in first grade without having attended kindergarten in the district.

*(cf. 5141.31 - Immunizations)*

In lieu of the certification, the parent/guardian may submit a waiver on a form developed by DHCS indicating that he/she does not want or is unable to obtain a health screening. If the waiver indicates that the parent/guardian was unable to obtain the services, the reasons should be included in the waiver. (Health and Safety Code 124085)

The waiver form shall be provided to a parent/guardian upon request.

The completed certification form or the waiver shall be maintained in the student's health file or cumulative record. (5 CCR 432)

*(cf. 5125 - Student Records)*

**HEALTH SCREENING FOR SCHOOL ENTRY** (continued)

During the first 90 days of the school year, the Superintendent or designee may contact any parent/guardian of a first-grade student who has not provided either the certification form or the waiver to ensure that the parent/guardian understands the health screening requirement and, if appropriate, his/her possible eligibility for the CHDP program.

The Superintendent or designee shall exclude from school, for not more than five school days, any first-grade student who does not present evidence of a health screening or a waiver on or before the 90th day after entering first grade. The exclusion shall begin on the 91st day after the student's entrance into the first grade, or if school is not in session, then on the next succeeding school day. (Health and Safety Code 124105)

**The Superintendent or designee may exempt a student from exclusion when his/her parents/guardians have been contacted at least twice between the first day and the 90th day after the student's enrollment in first grade and the parents/guardians refuse to provide either a certification form or a waiver. (Health and Safety Code 124105)**

*(cf. 5112.2 – Exclusions from Attendance)*

**Oral Health Assessment for Grades K-1**

No later than May 31 of the relevant school year, the parent/guardian of any kindergarten student or of any first-grade student who was not previously enrolled ~~in kindergarten~~ in a public school, shall certify that the student has received an oral health assessment. The oral health assessment shall have been performed by a licensed dentist or other authorized dental health professional no earlier than 12 months prior to the date of the student's initial enrollment. ~~The parent/guardian shall submit to the Superintendent or designee a California Department of Education standardized form which has been completed and signed by the dental health professional.~~ (Education Code 49452.8)

The Superintendent or designee shall notify parents/guardians of **students in grades K-1** of the oral health assessment requirement. The notification shall, at a minimum, consist of a letter that includes all of the following: (Education Code 49452.8)

1. An explanation of the administrative requirements of the law
2. Information on the importance of primary teeth
3. Information on the importance of oral health to overall health and to learning
4. A toll-free telephone number to request an application for ~~Healthy Families~~, Medi-Cal or other government-subsidized health insurance programs

**HEALTH SCREENING FOR SCHOOL ENTRY** (continued)

5. Contact information for county public health departments
6. A statement of privacy applicable under state and federal laws and regulations

The notification, **along with a copy of the** and certification form **developed by the California Department of Education**, shall be provided to parents/guardians when they register their child for school.

**Following completion of the assessment, the parent/guardian shall submit to the Superintendent or designee a completed certification form which has been signed by the dental health professional**

~~The student~~ **A parent/guardian** may be excused from complying with the oral health assessment **requirements** if he/she ~~parent/guardian~~ indicates on the **certification** ~~standardized~~ form that **the assessment** it could not be completed for any of the following reasons: (Education Code 49452.8)

1. Completion of an assessment poses an undue financial burden on the parent/guardian.
2. The parent/guardian lacks access to a licensed dentist or other dental health professional.
3. The parent/guardian does not consent to an assessment.

**If the district hosts a free oral health assessment event at which licensed dentists or other licensed dental health professionals perform school site assessments of students enrolled in the school, any student who has not had an oral health assessment shall be given an assessment unless his/her parent/guardian has indicated on the certification form that he/she does not consent to the student receiving an assessment. However, a student shall not receive dental treatment of any kind without his/her parent/guardian's informed consent for the treatment. (Education Code 49452.8)**

Students who are not assessed, or for whom the parents/guardians fail to return the **certification** ~~standardized~~ form, shall not be excluded from school attendance.

By ~~December 31~~ **July 1** of each year, the Superintendent or designee shall report data on oral health assessments to the **state dental director and/or** county office of education in accordance with Education Code 49452.8.

The report shall also be provided to the Board of Trustees. The identity of any student shall not be included in the report.

## HEALTH SCREENING FOR SCHOOL ENTRY (continued)

(cf. 5112.2 - Exclusions from Attendance)

### Legal Reference:

#### **EDUCATION CODE**

**48985** Notice to parents in language other than English

**49060-49079** Student records

**49452.8** Oral health assessment

#### **HEALTH AND SAFETY CODE**

**104395** Child Health and Disability Prevention Program expansion

**124025-124110** Child Health and Disability Prevention Program, especially:

**124085** Certificate documenting health screening and evaluation services; waiver by parent/guardian

**124100** Distribution of program information to parents/guardians of kindergarten children

**124105** Exclusions and exemption; legislative intent of notification contents

#### **CODE OF REGULATIONS, TITLE 5**

**432** Student records

#### **CODE OF REGULATIONS, TITLE 17**

**6800-6874** Child Health and Disability Prevention Program

### Management Resources:

#### **CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS**

**Child Health & Disability Prevention (CHDP) Program: Oral Health Educational Resources for Children and Teens (6-20 years)**, rev. July 2013

**CHDP School Handbook: School Entry Health Examination Requirements**, rev. August 2003

#### **WEB SITES**

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

**California Dental Association:** <http://www.cda.org>

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

**California Department of Health Services, Child Health and Disability Prevention Program:**

<http://www.dhs.ca.gov/pefh/cms/chdp>

<http://www.dhcs.ca.gov/services/chdp>

**California Healthy Kids Resource Center:** <http://www.californiahealthykids.org>

**Directory/item/California-healthy-kids-resource-center**

Regulation

approved: October 21, 2008

revised: October 16, 2018

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

Lincoln, California

**BOARD POLICIES**

The Board of Trustees shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. ~~Board policies are binding on the district to the extent that they do not conflict with federal or state law and consistent with the district's collective bargaining agreements.~~

*(cf. 9000 - Role of the Board)*

**The Board shall ensure that district policies align with the district's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.**

*(cf. 0000 - Vision)*

*(cf. 0100 - Philosophy)*

*(cf. 0415 – Equity)*

*(cf. 0460 – Local Control and Accountability Plan)*

**The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements. No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.**

*(cf. 2210 - Administrative Discretion Regarding Board Policy)*

~~The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law.~~ Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agendas/Meeting Materials)*

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

**Policy Development and Adoption Process**

The district's policy development process shall include the following basic steps:

**BOARD POLICIES** (continued)

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision **statement, or new goals in the local control and accountability plan**, educational research or trends, ~~or a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the district, or a recommendation or request from staff, a parent/guardian, or other interested persons.~~
2. As needed, the Superintendent or designee shall gather fiscal and other data, staff and public input, related district policies, sample policies from **the California School Boards Association** or other organizations or agencies, and other useful information to fully inform the Board about the issue.

*(cf. 1220 - Citizen Advisory Committees)*

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, ~~how the proposed policy may affect student learning,~~ community expectations, staff recommendations, **and the expected impact of the policy on student learning and well-being, equity, governance, and the district's fiscal resources** ~~impact, as well as the policy's impact on governance and operational efficiency.~~
4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.
5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

*(cf. 9323 - Meeting Conduct)*

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

~~*(cf. 9322 - Agenda/Meeting Materials)*~~  
*(cf. 9323.2 - Actions by the Board)*

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or to provide greater opportunities for consultation and public input.



## **BOARD POLICIES (continued)**

Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

### **Board Bylaws**

The Board shall prescribe and enforce rules for its own govern~~ance~~**ment** consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

### **Administrative Regulations**

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding **administrative** regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve **administrative** regulations for the purpose of ensuring conformity with the intent of Board policy.

### **Monitoring and Evaluation**

At the time, a ~~policy is adopted~~, the Board and Superintendent or designee ~~shall~~ **may** determine **that progress reports to the Board on the implementation and/or effectiveness of the** ~~whether an evaluation of the policy should be scheduled. and, if so, the Board and Superintendent or designee shall agree upon a timeline and as applicable, measures for evaluating the effectiveness of the policy in achieving its purpose.~~

*(cf. 0500 - Accountability)*

### **Access to Policies**

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. ~~A public copy of~~ **The policy manual shall be maintained at the district central office and at each school site. These copies shall be maintained either electronically or by paper copy.**

## **BOARD POLICIES (continued)**

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

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

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue. **Policies shall be posted on the district's web site when required by law.**

*(cf. 1112 - Media Relations)*

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

*(cf. 5145.6 - Parental Notifications)*

*(cf. 6020 - Parent Involvement)*

### **Suspension of Policies**

~~No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.~~

~~*(cf. 2210 - Administrative Leeway in Absence of Board of Trustees Policy)*~~

#### *Legal Reference:*

##### EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

#### *Management Resources:*

##### CSBA PUBLICATIONS

~~*Targeting Student Learning: The School Board's Role as Policymaker, 2005*~~

~~*Maximizing School Board Leadership: Policy, 1996*~~

##### WEB SITES

CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online™), Policy Audit Program, Individual District Policy Workshops, Agenda Online, and Manual Maintenance: <http://www.csba.org/ps>

National School Boards Association: <http://www.nsba.org>

Bylaw  
adopted: September 4, 2007  
revised: October 2, 2018

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