WPUSD
Board Packet

Part 2

04-07-19

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Approval of Guaranteed Maximum Price for Lease-Leaseback Agreements with Landmark Construction for the Glen Edwards Middle School Addition and Modernization Phase II Project

AGENDA ITEM AREA:
Action

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Measure N

MEETING DATE:
May 7, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

In December 2017, the Board approved the selection of Landmark Construction for Lease Leaseback services for the Glen Edwards Middle School Addition and Modernization Project. Rainforth Grau Architects (RGA) is providing the architectural and engineering services for the project and the plans and specifications for the Phase II portion of the project have been approved by the Division of the State Architect.

District staff and Landmark Construction have been in negotiations for the terms of the Guaranteed Maximum Price in order to execute the Site Lease Agreement, Sublease Agreement, and other necessary documents in order to complete the Glen Edwards Middle School Addition and Modernization Phase II Project including, but not limited to, construction of new gymnasium and music building, administration addition, and shade structures, and improvements to classroom buildings, multi-purpose room buildings, administration building, covered walkways, and underground utilities, site demolition, and other associated site work. Negotiations of the Guaranteed Maximum Price of **$18,725,901.00** for the Phase II project are complete and are in order for execution by the District.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the Guaranteed Maximum Price with Landmark Construction for the Glen Edwards Middle School Addition and Modernization Phase II Project.

GEMS Phase 2

Rev 39

Owner:	Western Placer Unified School District	Bid Date:	TBD 3:00 PM	LD's	$ - Delta
Owner Rep:	Michael Adell	Duration:	14.0 Owner Months	Owner Est	$ 17,500,000 492,365
Architect:	Rainforth Grau / Vipul Sal	Duration:	11.0 Landmark Months	Total Area:	SF

Division	Description	Notes	Resource / Subcontractor Name	Qty	Units	Subcontractor	Labor Man/Hrs	Labor $/Hr	Labor Total	Materials	Equipment	Total	
DIVISION 1	General Conditions					777,639						777,639	937,261
01 5000	Temporary Facilities								-			-	
	2.1, B Temp Water	Included per Ph. 1 RFI PC-016				2,500			-			2,500	
	2.1, C., Temp Electrical	Included per Ph. 1 RFI PC-017	Includes Temporary Lighting			12,500			-			12,500	
	2.1, D., Temp Heat & Ventilation	Included per Ph. 1 RFI PC-018				12,500			-			12,500	
	2.2, B,1 Field Office Trailer for Arch & PI	Included per Ph. 1 RFI PC-019	Includes Rent and Utility Connect/Disconnect IOR to Share Internet with LMC	1	EA	7,050			-			7,050	
	2.2,B,2 Field Office Furnishings for Arch & PI	Included per Ph. 1 RFI PC-020	Per 4/17 OAC Meeting, IOR needs Furniture	0	EA	1,200			-			1,200	
	2.6 Temporary Signs			1	EA	800	8	$ 92	736	350		1,886	
	2.7, K Site Controls, Security Force	See Allowances	Not Included	0	EA	-			-			-	
	2.8 Winterization	Include per Ph. 1 RFI PC-023	LMC $5,000 / Mo	6	Months	30,000			-			30,000	
	Extended Scaffold Rentals - All Trades Use					15,000			-			15,000	
	Material Handler	ForMft-47' (8000#) - Use throughout site for entire duration, vertical and horizontal loading		14	Months	36,446			-			36,446	
01 5713	Temporary Drainage, Cleanouts & Bio Swale Cover		Stormwater Services	1	Sub	20,560			-			20,560	
DIVISION 2	Existing Conditions								-			-	701,314
02 2600	Hazardous Material Assessment (Various Materials)					-			-			-	Div 2
02 2623	Asbestos Assessment					-			-			-	
	3.1, 1 Asbestos Air Monitoring - All air monitoring and laboratory expenses will be paid by the Contractor(HB & T Environmental, Inc.)	See Allowances	Not Included	0	EA	NIC			-			-	
02 2626	Lead Assessment					-			-			-	
02 2629	Hazardous Materials Assessment PCB Ballast & Fluorescent Lamps					-			-			-	
	Asbestos, Lead Abatement & General Demolition		Select Environmental	1	sub	349,587			-			349,587	
	Remove & Dispose of Asbestos and Lead Containing Building Materials	Wings A, B, & C	Select Environmental	1	Sub	Incl			-			-	
	Remove & Dispose of Asbestos and Lead Containing Building Materials	Wings D, E, & F	Select Environmental	1	Sub	Incl			-			-	
	Remove & Dispose of Asbestos and Lead Containing Building Materials	Building G	Select Environmental	1	Sub	Incl			-			-	
	Remove & Dispose of Asbestos and Lead Containing Building Materials	Building H	Select Environmental	1	Sub	Incl			-			-	
02 4116	Building Demolition		Select Environmental	1	sub	99,400			-			99,400	
	Remove & Dispose of Permanent Building Complete Footings and Foundations.	Building H	Select Environmental	1	Sub	Incl			-			-	
02 4119	Selective Demolition		Select Environmental	1	sub	Incl			-			-	
	AD-D-A2.1.1, AD-D-A2.1.2, & AD-D-A2.2.1	Demo Notes: 01, 02, 03, 06, 08, 10, 11, 12, 14, 15, 16, 20, 23, 24, 25, 53	Select Environmental	1	Sub	Incl			-			-	
	Demo (E) Non-asbestos Mastic	A101, A007, A005, D015, D013, E019, E018, E017, E016	Select Environmental			58,450			-			58,450	
	Remove & Dispose asbestos TSI Pipe Insulation	See Allowances	Not Included	0	lf	NIC			-			-	
	Demo (E) Flooring at Corridor A101		LMC	1	LS	15,000			-			15,000	
	Misc. Abatement for MEP Cut and Patch at Wing Modernizations	See Allowances	Not Included	0	sf	-			-			-	
	Site / Building Survey		Surveyors Group	1	sub	22,410			-			22,410	
	Building Pad Survey		Surveyors Group	1	sub	Incl			-			-	
	Site Utility Survey		Surveyors Group	1	sub	Incl			-			-	
	Restaking			1	sub	3,000			-			3,000	
	Utility Locating & Subsurface Investigation		GPRS - 1 Man Crew @ $1,600 / Day	3	Trips	4,800	40	$ 92	3,680			8,480	
	Dumpsters			14.0	mo				-		28,600	28,600	
	Progress Cleaning			1	ls		963	$ 92	88,614	500		89,114	
	Building Final Cleaning	Wings A, C, D, E, F, G & New F-Admin, New Building H	SJ General Building Maintenance, Inc	1	ls	14,000			-			14,000	
	Building Final Cleaning	Wing B	Not Included	4,700	sf	NIC			-			-	
	Seal & Wax at LVT	None Noted	Not Included	3,567	sf	NIC			-			-	
	Site Final Cleaning & Off-haul						100	$ 92	9,200	2,750		11,950	
	AC Paving - Cleanup	Street Sweeper, etc.		15,000	sf	1,500			-			1,500	
	Site Concrete - Cleanup	Pressure Washer, etc.		52,021	sf	-	16	$ 92	1,472	350		1,822	
DIVISION 3	CONCRETE								-			-	1,269,000
03 1000	Concrete Forming & Accessories		Lamon	1	sub	1,256,000			-			1,256,000	Div 3
03 2000	Concrete Reinforcing		Lamon	1	sub	Incl			-			-	
	Reinforcing Steel - Buildings / Structural		Lamon	1	sub	Incl			-			-	
	Reinforcing Steel - Drilled Piers		Lamon	1	sub	Incl			-			-	
	Reinforcing Steel - In Restrooms		Lamon	1	sub	Incl			-			-	
	Reinforcing Steel - Site		Lamon	1	sub	Incl			-			-	
	Hoisting and rebar safety caps		Lamon	1	ls	Incl			-			-	
03 3000	Cast-In-Place Concrete		Lamon	1	sub	Incl			-			-	
	Foundation excavation & backfill		Lamon	1	sub	Incl			-			-	
	Base under building slabs		Lamon	1	sub	Incl			-			-	
	"Concure" Moisture Barrier Admix at Slab-On-Grade	Per 03 3000, 2.3 Concrete Design, A.3 Class C - Per Phase 1 GMP, See Allowances & Div. 09 0561	Not Included	0		NIC			-			-	
	"Concure" 670 Crack Fill Binder at Control Joints	250lft of Control Joint per 5gal - Per Phase 1 GMP, See Allowances & Div. 09 0561	Not Included	0	LF	NIC			-			-	
	Drilled Piers (excavate, place rebar & concrete)		Lamon	1	sub	Incl			-			-	
	Drilled Piers Spoils Off-haul		Lamon	1	ls	Incl			-			-	
	Footing Spoils Off-haul		Lamon	1	ls	Incl			-			-	
	Concrete Washout		Lamon	1	ls	Incl			-			-	
	Curbs for Lockers	Not Included per RFI PC-2.023	Not Included	0	sf	NIC			-			-	
	Depressed Slabs at Existing Restrooms	(5) Restrooms - Included per RFI PC-2.063 (pending RGA response)	LMC	1,593	sub	3,000			-			3,000	
	Site Concrete		Lamon	52,021	sf	Incl			-			-	
	Flatwork, Seat walls, Curbs, Tactile		Lamon			Incl			-			-	
	Trench Drain		Lamon			Incl			-			-	
	2.2,J - Heavy Duty Concrete Sealer (Selectseal Plus)	Mechanical Scrub & Seal	LMC	7,033	sf	10,000			-			10,000	
03 5416	Hydraulic Cement Underlayment	None Noted	Not Included	0	sf	NIC			-			-	
	Substructure Layout & Coordination		LMC				566	$ 95.25	53,912			53,912	
DIVISION 4	MASONRY								-			-	638,650
04 2200	Concrete Masonry Unit		Pengilly	1	sub	560,000			-			560,000	Div 4
	Scaffolding		Pengilly	1	sub	Incl			-			-	
	Mock Up 6x6 per spec All Trades		Pengilly	1	sub	Incl			-			-	
	Reinforcing Steel		Pengilly	1	sub	Incl			-			-	
	Install Embeds in CMU (ledgers, bolts etc)		LMC			58,650			-			58,650	
	Structure Layout & Coordination		LMC				40	$ 95.25	3,810			3,810	
DIVISION 5	METALS								-			-	426,805
05 1200	Structural Steel Framing		Metal Works	1	sub	317,615			-			317,615	Div 5
05 2100	Steel Joist Framing		Metal Works	1	sub	Incl			-			-	
05 3000	Metal Decking		B.T. Mancini	1	sub	99,000			-			99,000	
05 5000	Metal Fabrications		Metal Works	1	sub	Incl			-			-	
05 5133	Metal Ladders	(3) at Roof Hatches, (1) Roof-to-Roof	Navajo	4	ea	5,374	48	$ 92	4,416	200		10,190	
05 4000	Cold-Formed Metal Framing	None Noted	Not Included	0	lf	NIC			-			-	
05 5300	Metal Gratings	None Noted	Not Included	0	sf	NIC			-			-	
DIVISION 6	CARPENTRY								-			-	900,312
06 1000	Rough Carpentry		Lamon	1	sub	852,052			-			852,052	Div 6
	Temporary Shoring (Wing C Interior & Exterior)		LMC	1	LS	10,000			-			10,000	
06 1600	Sheathing		Lamon	1	sub	Incl			-			-	
06 1700	Shop-Fabricated Structural Wood		Lamon	1	sub	Incl			-			-	
06 1733	Wood I-Joists		Lamon	1	sub	Incl			-			-	
06 1800	Glue-Laminated Construction		Lamon	1	sub	Incl			-			-	
	Wood Nailer on CMU Parapet		LMC	405	lf		100	$ 92	9,200	3,500		12,700	
06 2000	Finished Carpentry		LMC	1	sub		80	$ 92	7,360	2,500		9,860	
06 6400	Fiberglass Reinforced Plastic Wall Paneling		Pro West	1	sub	15,700			-			15,700	
DIVISION 7	THERMAL AND MOISTURE PROTECTION								-			-	714,616
07 1900	Water Repellents & Anti-Graffiti Coatings	At CMU only	Mason Painting	1	sub	Incl			-			-	Div 7

07 2100	Board and Blanket Insulation		Coast Building Products	1	sub	39,685			-			39,685	
07 2218	Composite Roof Board Insulation	None Noted	Not Included	0	sf	NIC			-			-	
07 2500	Weather Barriers		Henley	1	sub	Incl			-			-	
07 4213	Metal Wall Panels	Per RFI PC-2.049 - 24 ga VE Option to Match Phase 1	Solano County Roofing, Inc	1,000	sf	57,307			-			57,307	
	Metal Wall Panels at G & H Bldg Canopies	Requires design clarification - RFI to Follow	PPP			20,000			-			20,000	
07 4243	Composite Wall Panels		PPP	2,000	sf	100,000			-			100,000	
07 5419	Polyvinyl-Chloride (PVC) Single Ply Roofing		California Single Ply	1	sub	263,340			-			263,340	
	Walkway Pads		California Single Ply	1	sub	Incl			-			-	
	1/4" Cover Board		California Single Ply	1	sub	Incl			-			-	
07 6200	Sheet Metal Flashing & Trim		RB Spencer	1	sub	55,291			-			55,291	
	Copings for Parapet		RB Spencer	1	lf	Incl			-			-	
	Window / Head Flashings		LMC	1	sf	29,000			-			29,000	
	Trims & Gutters		LMC	1	sf	25,000			-			25,000	
	Downspouts		LMC	1	sf	15,000			-			15,000	
07 7200	Roof Accessories	(3) Roof Hatches & Safety Rails	Navajo	1	sub	5,418			-			5,418	
07 8413	Penetration Fire stopping		LMC	1	sub	10,000			-			10,000	
07 9500	Expansion Control	Between H & G	Sonoma	1	sub	45,600			-			45,600	
07 9200	Joint Sealants - Building		Applied Finishes	1	sub	48,995			-			48,995	
	Exterior Walk		Applied Finishes	52,021	sf	Incl			-			-	
DIVISION 8	**OPENINGS**								-			-	1,233,631
08 1113	Hollow Metal Doors ( ) & Frames ( )		Midstate	1	sub	363,920			-			363,920	Div 8
	Per District Use Midstate	Per District Use Midstate		1	sub	-			-			-	
08 1416	Flush Wood Doors ( )		Midstate	1	sub	Incl			-			-	
	WIC Certs & Requirements		Midstate	1	sub	Incl			-			-	
08 7100	Door Hardware		Midstate	1	sub	Incl			-			-	
	Door and hardware installation		Cutberts	1	sub	89,971			-			89,971	
	Field Measure for New Doors in Existing Frames		LMC	50	ea		13	$ 92	1,150	-		1,150	
	HM Frame Install in CMU Walls		LMC	6	ea		24	$ 92	2,208	100		2,308	
08 1316	Fiberglass Composite Doors		Midstate	1	sub	Incl			-			-	
08 3113	Access Doors & Frames			6	ea		24	$ 92	2,208	4,500		6,708	
08 3313	Coiling Counter Doors		Alcal	1	sub	12,245			-			12,245	
	SS Pass-thru	Concessions G101 to Lobby H102	Capital Sheet Metal	1	sub	14,492			-			14,492	
	SS Pass-thru	Support Brackets, Support Top & Backing	LMC	1	ea		40	$ 92	3,680	2,100		5,780	
08 3473	Sound Control Door Assemblies			1	sub	-			-			-	
08 4113	Aluminum Framed Entrances & Storefronts		US Glass & Aluminum	1	sub	671,816			-			671,816	
	Aluminum Stops at Windows		LMC	1	ls	2,500						2,500	
	Replace Mullions at FB, FD & FE		LMC	1	ls	5,000						5,000	
08 8000	Glazing		US Glass & Aluminum	1	sub	Incl			-			-	
	Exterior Finishes Layout & Coordinatio		LMC				606	$ 95.25	57,741			57,741	
DIVISION 9	**FINISHES**								-			-	1,589,091
09 0512	Concrete Floor Moisture and pH Testing		BT Mancini	1	sub	5,386			-			5,386	Div 9
09 0561	Moisture Vapor Control System	See Allowances	Not Included	21,400	sf	NIC			-			-	
09 2473	Portland Cement Plastering		Henley	1	sub	340,500			-			340,500	
	Weather Barriers		Henley	1	sf	Incl			-			-	
	Scaffolding		Henley	1	ls	Incl			-			-	
	Horizontal Expansion Joints	None Noted	NIC	1	ls	NIC			-			-	
	ABAA Compliance		Henley	1	ls	Incl			-			-	
	Stucco Patch at New Cooler/Freezer		LMC	40	sf	2,000			-			2,000	
09 2900	Gypsum Board		Delta City Drywall	1	sub	350,000			-			350,000	
	Fiberboard (W4 Finish)		Delta City Drywall	1	sub	54,000			-			54,000	
	Acoustical Caulking		LMC	1	sub	12,000			-			12,000	
09 3000	Tiling		DC Tile	1	sub	59,790			-			59,790	
09 5100	Acoustical Ceilings		Pat Baird	1	sub	149,658			-			149,658	
	Electrical Cut & Patch at Acoustical Ceiling Tiles	See Allowances	Not Included			NIC			-			-	
	Electrical Cut & Patch at Glue Up Tiles	See Allowances	Not Included			NIC			-			-	
09 6466	Wood Athletic Flooring		Hur Flooring	1	sub	132,440			-			132,440	
	Protection Wood Athletic Flooring		LMC	1	sub		80	$ 85	6,800	2,000		8,800	
09 6500	Resilient Flooring		BT Mancini	1	sub	133,761			-			133,761	
09 6513	Resilient Base and Accessories		BT Mancini	1	sub	Incl			-			-	
09 6723	Resinous Flooring		RP Coatings	1,593	sub	48,885			-			48,885	
	Mortar Slope to Drains	Included per RFI PC-2.063 (pending RGA response)	RP Coatings	1,593	sub	15,880			-			15,880	
	Mortar Slope to Drains	Slope at 2" Depressed Slabs	RP Coatings	1,593	sub	8,000			-			8,000	
	Vapor Barrier		RP Coatings	1,593	sub	Incl			-			-	
09 6800	Carpeting		BT Mancini	1	sub	Incl			-			-	
	Sealed Concrete Floors	See Division 03	LMC	7,033	sf	10,000			-			10,000	
09 7200	Wall Coverings		Naleviz	1	sub	35,000			-			35,000	
09 8433	Sound-Absorbing Wall Units		Pat Baird	1	sub	Incl			-			-	
09 9100	Painting		Mason Painting	1	sub	266,250			-			266,250	
	Paint Exterior	RFI PC-2.058 - Paint All New & Existing Stucco	Mason Painting	1	sub	Incl			-			-	
	Anti Graffiti	At CMU only	Mason Painting	1	sub	Incl			-			-	
09 9653	Elastomeric Coatings		Mason Painting	1	sub	Incl			-			-	
	Interior Finishes Layout & Coordinatior		LMC				606	$ 95.25	57,741			57,741	
DIVISION 10	**SPECIALTIES**								-			-	139,159
10 1116	Markerboards and Tackboards	Supply and Install	Specialty Dynamics	1	sub	19,664			-			19,664	Div 10
10 1400	Signage		Signs Your Way	1	sub	13,324			-			13,324	
	Install Signage		LMC	1	ls		40	$ 92	3,680	25		3,705	
	Dedication Plaque H Building	LMC Install	Signs Your Way	1	ls	Incl	4	$ 92	368	50		418	
	Building Sign Dimensional Letters	Per specs, none shown on exterior elevations / LMI Install	Signs Your Way	1	ls	Incl	16	$ 92	1,472	25		1,497	
	Relocate Existing Dedication Plaque	Front of School	LMC	1	ls	2,500			-			2,500	
	Relocate Existing Electric Sign Board		LMC	1	ls	4,500			-			4,500	
10 2113	Composite Toilet Compartments		GW Accessories	1	sub	30,960			-			30,960	
10 2613	Corner Guards			44	ea	4,400			-			4,400	
	Install Corner Guards		LMC	44	ea		16	$ 92	1,472	25		1,497	
10 2813	Toilet Accessories		GW Accessories	1	sub	Incl			-			-	
	F&I Hand Dryers		LMC	6	ea		12	$ 92	1,104	4,500		5,604	
10 4416	Fire Extinguishers & Cabinets		Armour Fire	22	ea	4,441	24	$ 92	2,208	50		6,699	
10 5613	Metal Storage Shelving	Shelving in H109 ONLY		22	ea	-	88	$ 92	8,096	17,000		25,096	
10 7500	Flagpoles		Navajo	1	sub	3,035			-			3,035	
	Install Flag Pole		LMC	1	ls		16	$ 92	1,472	50		1,522	
	Metal Lockers - Relocate Existing	Locker Rooms - Relocate stored lockers from Phase 1 Misc. assembly hardware as required. No New pieces or modifications included		1	ls		144	$ 92	13,248	1,500		14,748	
	Kitchen Lockers	None Noted	NIC	0	ea	NIC			-			-	
DIVISION 11	**Equipment**								-			-	398,345
11 40 00	Food Service Equipment		East Bay	1	sub	222,000			-			222,000	Div 11
	Walk-In Freezer & Coolers		East Bay	1	sub	Incl			-			-	
	Closure Metal at Walk-in Freezer/Cooler	Detail 3, FS1.1	PPP	1	sub	5,000			-			5,000	
	Disconnect, Relocate & Startup Existing Cooler Condenser			1	sub	7,000			-			7,000	
11 5213	Projection Screens (Supply only)		Navajo	16	ea	8,730			-			8,730	
	Install Projection Screens	At Classrooms only	LMC	16	ea		96	$ 92	8,832	800		9,632	
	Install Projection Screen (16x16) - OFCI	At Gym, A5.3.2 Note 11.60	NIC	1	ea	NIC			-			-	
11 6600	Athletic Equipment		BT Mancini	1	sub	95,200			-			95,200	
	Install Volleyball Sleeves		LMC	6	ea		16	$ 92	1,472			1,472	
11 6813	Playground Equipment		Dave Bang	1	sub	22,079			-			22,079	
	Basketball Backstops		Dave Bang	12	ea	Incl	96	$ 92	8,832			8,832	
	Back to Back Basketball Backstops		Dave Bang	1	ea	Incl	8	$ 92	736			736	
	Fan Shaped Fiberglass Backboard		Dave Bang	12	ea	Incl	96	$ 92	8,832			8,832	
	Double Rim Goal Ring		Dave Bang	12	ea	Incl	96	$ 92	8,832			8,832	
DIVISION 12	**FURNISHINGS**								-			-	265,759
12 2113	Horizontal Louver Blinds		Decorator Drapery	1	sub	22,909			-			22,909	Div 12
12 3216	Manufactured Plastic-Laminate-Clad Casework	Wings A, D, E, C, F, & H	Fremont Millworks	1	sub	118,890			-			118,890	
12 6613	Telescoping Bleachers		BT Mancini	1	sub	111,450			-			111,450	
	(2) Motion Monitors		BT Mancini	1	ls	730			-			730	
	(2) Limit Switches		BT Mancini	1	ls	1,250			-			1,250	
	(24) Clarin Portable Chairs & (2) Color Logos		BT Mancini	1	ls	2,530			-			2,530	

	Ledger at CMU wall		LMC	1	ls	8,000			-			8,000	
12 9300	Site Furnishings	None Noted	NIC	1	sub	NIC			-			-	
DIVISION 13	**Special Construction**												
									-			-	158,214
13 3411	Pre-Engineered Shade Structures	Supply Only	NSP3	4	ea	119,638			-			119,638	Div 13
	Pre-Engineered Shade Structures	Install Only	Construction Plus	4	ea	22,800			-			22,800	Div 13
	Pre-Engineered Shade Structures	Support for Construction Plus	LMC	4	ea		128	$ 92	11,776	3,500	4,500	19,776	Div 13
13 4813	Sound & Vibration Control			1	sub				-			-	
									-			-	
DIVISION 21	**FIRE SUPPRESSION**												
									-			-	85,550
21 0100	Fire Suppression Basic Materials and Methods		Marquee	1	sub	76,950			-			76,950	Div 21
21 0300	Wet Pipe Sprinkler Fire Suppression System		Marquee	1	sub	Incl			-			-	
	Freeze Protection (Heat Trace & Pipe Insulation)	At Riser	Marquee	1	sub	8,600			-			8,600	
	At Finish Floor to 5' Outside		Lamon	1	sub	Incl			-			-	
DIVISION 22	**PLUMBING**												
									-			-	531,040
22 0100	General Plumbing Requirements		ACCO	1	sub	497,400			-			497,400	Div 22
22 1100	Domestic Water Systems		ACCO	1	sub	Incl			-			-	
22 1111	Valves		ACCO	1	sub	Incl			-			-	
22 1116	Pipe and Pipe Fittings		ACCO	1	sub	Incl			-			-	
22 1119	Piping Specialties		ACCO	1	sub	Incl			-			-	
22 1300	Sanitary Waste System		ACCO	1	sub	Incl			-			-	
22 1400	Storm Drainage System		ACCO	1	sub	Incl			-			-	
22 3301	Gas Fired Water Heaters		ACCO	1	sub	Incl			-			-	
22 4000	Plumbing Fixtures		ACCO	1	sub	Incl			-			-	
	Final Connection RWL /Downspouts w/Cleanout		LMC	10	ea	10,000			-			10,000	
	Plumbing Cut/Patch in Classroom Wings A, D, E	$1,000 per Classroom	LMC	12	ea	12,000			-			12,000	
	Insulate DCW & Rain Water Leader Piping		NIC			0.00			-			-	
	Remove & Re-install Sinks in Classroom Wings A, D, E		LMC	12	ea	2,640			-			2,640	
	Condensates & Bldg Gas Piping		ACCO	1	sub	Incl			-			-	
	Site Gas Piping, trenching and backfill		ACCO	1	lf	Incl			-			-	
	Off-Haul Spoils			150	cy	9,000			-			9,000	
DIVISION 23	**HEATING, VENTILATION AND A/C**												
									-			-	906,016
23 0100	Basic HVAC Requirements		RB Spencer	1	sub	906,016			-			906,016	Div 23
23 0505	Mechanical Restoration & Retrofit		RB Spencer	1	sub	Incl			-			-	
23 0529	Hangers & Supports		RB Spencer	1	sub	Incl			-			-	
23 0548	Mechanical Vibration Control And Seismic Control		RB Spencer	1	sub	Incl			-			-	
23 0553	Mechanical Identification		RB Spencer	1	sub	Incl			-			-	
23 0593	Adjusting And Balancing		RB Spencer	1	sub	Incl			-			-	
23 0700	Mechanical Insulation		RB Spencer	1	sub	Incl			-			-	
	Above Grade DCW Pipe Insulations		NIC			0.00			-			-	
	Above Grade Storm Drain Pipe Insulation		NIC			0.00			-			-	
23 0900	Instrumentation Controls and AFMC Systems		RB Spencer	1	sub	Incl			-			-	
23 0923	Direct Digital Controls System For HVAC		RB Spencer	1	sub	Incl			-			-	
23 1123	Fuel Gas Piping		RB Spencer	1	sub	Incl			-			-	
23 2300	Refrigerant Systems		RB Spencer	1	sub	Incl			-			-	
23 3100	Ducts		RB Spencer	1	sub	Incl			-			-	
23 3300	Ductwork Accessories		RB Spencer	1	sub	Incl			-			-	
23 3400	HVAC Fans		RB Spencer	1	sub	Incl			-			-	
23 3600	Air Terminal Units		RB Spencer	1	sub	Incl			-			-	
23 3700	Air Outlets and Inlets		RB Spencer	1	sub	Incl			-			-	
23 4000	Air Cleaning Devices		RB Spencer	1	sub	Incl			-			-	
23 5100	Breechings Chimneys and Stacks		RB Spencer	1	sub	Incl			-			-	
23 7416	Packaged Roof Mounted AC Units		RB Spencer	1	sub	Incl			-			-	
	Confirm Units are per Specifications		RB Spencer	1	sub	Incl			-			-	
	Louvers		NIC	1	sub	NIC			-			-	
DIVISION 25	**Integrated Automation**												
									-			-	-
	Not Used					NIC			-			-	
DIVISION 26	**ELECTRICAL**												
									-			-	2,167,019
26 0120	Electrical Work General Requirements		SNP Electric	1	sub	2,080,065			-			2,080,065	
	Carry Bond at 2.25%					52,002			-			52,002	
26 0503	Equipment Wiring Connections		SNP Electric	1	sub	Incl			-			-	
26 0519	Insulated Conductors		SNP Electric	1	sub	Incl			-			-	
26 0526	Grounding and Bonding for Electrical Systems		SNP Electric	1	sub	Incl			-			-	
26 0529	Hangers and Supports for Electrical Systems		SNP Electric	1	sub	Incl			-			-	
26 0533	Conduit, Fittings and Supports		SNP Electric	1	sub	Incl			-			-	
26 0553	Identification for Electrical Systems		SNP Electric	2	sub	Incl			-			-	
26 2200	Low Voltage Transformers		SNP Electric	3	sub	Incl			-			-	
26 2726	Wiring Devices		SNP Electric	1	sub	Incl			-			-	
26 51 00	Interior Lighting		SNP Electric	1	sub	Incl			-			-	
	Relocate MSB, Trans. LV SBs		SNP Electric	1	ls	Incl			-			-	Div 26
	Demo Electrical & LV PBs & Conduits		SNP Electric	1	ls	Incl			-			-	
	Site Electrical		SNP Electric	1	ls	Incl			-			-	
	Modernization		SNP Electric	37,703	sf	Incl			-			-	
	New Construction		SNP Electric	20,620	sf	Incl			-			-	
	Plywood, 3/4" acx fire rated		LMC	1	ls		16	$ 92	1,472	480		1,952	
	Electrical Cut/Patch in Classroom Wings A, D, E	$2,000 per Classroom	LMC	12	ea	24,000			-			24,000	
	Off-Haul Spoils			150	cy	9,000			-			9,000	
DIVISION 27	**COMMUNICATIONS**												
									-			-	-
27 0000	Voice and Data Communications		SNP Electric	69,589	sf	Incl			-			-	Div 27
27 5127	Life Safety Communication System		SNP Electric	69,589	sf	Incl			-			-	
									-			-	
DIVISION 28	**ELECTRONIC SAFETY AND SECURITY**												
									-			-	-
	Intrusion Detection and Alarm System	No specification	NIC			NIC			-			-	Div 28
28 3100	Fire Alarm		SNP Electric	69,589	sf	Incl			-			-	
DIVISION 31	**EARTHWORK**												
									-			-	2,453,964
31 0000	Earthwork		Lamon	1	sub	2,027,500			-			2,027,500	Div 31
31 1000	Site Clearing		Lamon	1	sub	Incl			-			-	
31 2333	Trenching and Backfilling		Lamon	1	sub	Incl			-			-	
31 3116	Termite Control H & Admin Buildings		B.E.E Pest	1	sub	1,553			-			1,553	
	Termite Control Restrooms & C Wing		B.E.E Pest	1	sub	750			-			750	
	Site Demolition		Sterling Holloway	1	sub	293,000			-			293,000	
	Hard Demolition AC & PCC Paving		Sterling Holloway	1	sub	Incl			-			-	
	Remove Fence, Equipment, Planters, etc.		Sterling Holloway	1	sub	Incl			-			-	
	Remove Underground Utilities		Lamon	1	sub	Incl			-			-	
	Video and Flush Existing Storm Drain		LMC	1	sub	5,000			-			5,000	
	Soil Treatment, Lime Treatment		NIC			NIC			-			-	
	Erosion & Sediment Controls (>1acre)		LMC	1	ls	35,000			-			35,000	
	Reports, Inspections & Sampling		LMC	30	ea		120	$ 85	10,200			10,200	
	Fiber Roll Installation & Maintenance		LMC	1,950	lf		78	$ 85	6,630	3,510		10,140	
	Cover & Maintain Spoil Stockpiles		LMC	1	ls		40	$ 85	3,400	500		3,900	
	Drain Inlet Filters Installation & Maintenance		LMC	51	ea		51	$ 85	4,335	4,845		9,180	
	Site / Off-site Layout & Coord-nat-or		LMC				606	$ 95.25	57,741			57,741	
DIVISION 32	**EXTERIOR IMPROVEMENTS**												
									-			-	288,097
32 1200	Asphalt Concrete Paving		Lamon	1	sub	Incl			-			-	Div 32
	Soil Sealant		Advanced IPM	1	sub	12,464			-			12,464	
	Pavement Striping-parking lot & playground		Garcia	1	sub	31,800			-			31,800	
	Sealcoat		Garcia	1	sub	Incl			-			-	
	Parking Bumpers & Signage		Garcia	1	sub	Incl			-			-	
32 1600	Site Concrete		Lamon			See Div 03			-			-	
32 3113	Chain Link Fences and Gates		Pisor Fence	1	sub	79,623			-			79,623	
32 3119	Decorative Metal Fences and Gates (All Welded)		Pisor Fence	1	sub	Incl			-			-	
32 8000	Irrigation		Sonray	1	sub	146,550			-			146,550	

	Safe Off/Cap, Demo (E) Heads & Valves		Sonray	1	sub	Incl			-			-	
32 9000	Landscaping		Sonray	1	sub	Incl			-			-	
	Amend Top Soil		Sonray	1	sub	Incl			-			-	
	Restore Disturbed Existing Landscaping	Const. entrance & laydown		1	ls	7,800	80	$ 92	7,360	1,000	1,500	17,660	
	Restore Existing Landscaping		NIC	19,040	sf	NIC			-			-	
DIVISION 33 UTILITIES													
33 0000	Site Utilities		Lamon	1	sub	Incl			-			-	-
33 4000	Storm Drainage Utilities		Lamon	1	sub	Incl			-			-	Div 33
		Cost Subtotals				15,344,806			487,497	53,610	35,700	15,921,613	

0.00 Enter if not Zero

Bonds	0.570%		99,797
Warranty Bond - 2 yr Warranty	0.172%		30,201
Insurance -Risk	0.442%	ABD Quote	74,814
Insurance - Liability	0.500%		87,568
ProCore	0.150%		26,271
4.894% GCs **OH & P**	4.500%		765,248
GMP Total without contingencies			17,005,515
Contingency	7.000%		1,190,386
GMP Total with Contingency			18,195,901
Allowances			530,000
GMP Total with Contingency & Allowances			18,725,901
VE Considerations (See Attached Estimate)			(733,536)
GMP Total with Contingency & Allowances - VE			17,992,365

No	Owner Controlled Allowances	
1	2.7, K Site Controls, Security Force - Owner Requested Allowance	NIC
2	3.1, 1 Asbestos Air Monitoring - LMC Cannot Perform	NIC
3	Remove Existing Unknown Flooring at Corridor A101 to provide for Sealed Concrete Finish	$ 20,000
4	Misc. Abatement for MEP Cut and Patch at Wing Modernizations, Unforeseen Lead & Asbestos Abatement (Repair as needed) - Drywall as needed at South and West Walls in Classroom Wings A, D, E	$ 100,000
5	Div 09 - Moisture Vapor Control System - RGA to provide clarification using Koster Product per 4/11 GAC Meeting	$ 130,000
6	Unsuitable Doors & Window Frames - Abate, Remove, Replace - Per Scope Meeting Notes	$ 50,000
7	Unforeseen Conditions, Unsuitable Soils, Dewatering	$ 100,000
8	UG Utility vs. Existing Unknown Conditions (concrete structures)	$ 100,000
9	Misc. Stucco Patch Not Shown On Drawings	$ 30,000
10	Remove & Dispose asbestos TSI Pipe Insulation of up to 100 lf - exact quantities and locations are unknown.	$ 10,000
	Total Allowances	$ 530,000

Clarification & Exclusions

1. Utility Costs of Construction Water, Power & Gas for the duration of project is provided at no charge from Owner.
2. Window coverings are not included over doors or access ways do to Life Safety.
3. Lime treatment may be required to stabilize Building pad at additional cost due to weather
4. Excludes Permits & Municipal fees
5. Excludes any Phasing, stop work or similar delays outside our immediate control
6. We exclude any and all costs associated to unforeseen conditions
7. Dry rot or termite damage are excluded unless specifically noted on drawings
8. Test of Materials or Welding is responsibility of Owner & is not included in our proposal
9. Excludes the cost of dewatering and the removal or mitigation of wet or unsuitable soils.
10. Engineering for Shoring of any kind
11. Excludes the cost of dewatering and the removal or mitigation of wet or unsuitable soils in excess of the allowances above. This exclusion is intended to apply to any water regardless of its origin in our work area.
12. No STC rating at storefront windows that contain STC rated doors
13. No expansion joint at doors G24 & G25 Cooler/Freezer to Building G
14. No power to roll-up door at concessions
15. Locksets only, no wireless network control or wiring of any sort
16. Sub framing at building G & H canopies for metal wall panels is excluded, none shown.
17. We exclude concrete polishing.
18. Anti-Graffiti Coatings are only included at the CMU, not at the cement plaster
19. No new material is included for re-installation of existing lockers.
20. Fire sprinklers are only included at the new gym, no modification of existing system is included
21. Intrusion detection & alarm system is excluded
22. Backing for Markerboard, Whiteboards, Tackboards at existing walls that remain
23. Commissioning Plan and Forms to be provided by 3rd Party Commissioning agent
24. Any W.I.C. Requirements and/or fees
25. Excludes Shop Drawings for Acoustical Ceiling Tiles & Wall Panels
26. No Special Finishes at Inside Face of CMU Block, Precision Face (Typ.)

LEASE-LEASEBACK

SITE LEASE AGREEMENT

Dated as of May 8, 2019

Between

Western Placer Unified School District

and

Landmark Construction

Glen Edwards Middle School Addition and Modernization Project Phase II

Glen Edwards Middle School

204 L Street, Lincoln, CA 95648

LEASE-LEASEBACK
SITE LEASE AGREEMENT
GLEN EDWARDS MIDDLE SCHOOL ADDITION AND MODERNIZATION PROJECT
PHASE II

THIS LEASE-LEASEBACK SITE LEASE AGREEMENT ("Site Lease") is entered into as of _____, 2019, between the Western Placer Unified School District, a California public school district (the "Owner"), as lessor, and Landmark Construction, a California corporation and licensed contractor (the "Contractor"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Site Lease.

The Owner desires to provide for the construction of certain public improvements (the "Project") more fully described in that certain Lease-Leaseback Agreement, dated December 20, 2017, between the Owner and Contractor and located at Glen Edwards Middle School, 204 L Street, Lincoln, California, (the "Site"); and

The Owner's governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Project by leasing the Site on which the Project is to be constructed to Contractor, and subleasing from Contractor the Site, including the Project, under that certain Sublease Agreement dated _____, 2019, between Owner and Contractor (the "Sublease"); and

The Owner is authorized under California Education Code section 17406 to lease the Site, and its governing body has authorized the execution and delivery of this Site Lease; and

The purpose of the Site Lease is for Contractor to have necessary access to and use of the Site for the purpose of financing and constructing the Project; and

Contractor is authorized to lease the Site as lessee and to finance and construct the Project on the Site, and has authorized the execution and delivery of this Site Lease.

The Parties therefore agree as follows:

1. Site Lease. The Owner leases to Contractor and Contractor leases from the Owner, on the terms and conditions of this Site Lease, the Site more specifically described or depicted in **Exhibit A** attached to this Site Lease, including any real property improvements now or later placed on the Site. References in this Site Lease to the term "Contractor" means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The Site is leased to Contractor on an "as is" basis. Owner shall not be required to make or construct any alterations including structural changes, additions or improvements to the Site. By entering and taking possession of the Site pursuant to this Site Lease, Contractor accepts the Site in "as is" condition. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Owner or Contractor, and Owner and Contractor expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease or the Contract Documents.

2. Term. The term of this Site Lease ("Term") shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback Agreement, the Parties' respective interests under this Site Lease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. The Project is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in the Sublease.

3. Representations and Warranties of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

(b) There are no liens on the Site other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

(d) The Site is properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;

(e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

(f) There is no litigation of any kind currently pending or threatened regarding the Site or the Owner's use of the Site for the purposes contemplated by this Site Lease, the Sublease, and the Lease-Leaseback Agreement;

(g) To the best of the Owner's knowledge, after actual inquiry: (i) other than those addressed in the Scope of Work, as set forth in the Lease-Leaseback Agreement, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been

issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery, and performance of this Site Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery, and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

5. Rental. Contractor shall pay to the Owner as and for advance rental hereunder $1.00 per year per Site, on or before the date of commencement of the term of this Site Lease.

6. Purpose. Contractor shall use the Site solely for the purpose of constructing the Project on the Site and for subleasing the Site to the Owner. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the Owner.

7. Termination. Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of beginning of the term of this Site Lease, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including but not limited to the Project, shall remain on the Site and title to all such improvements shall vest in the Owner. Notwithstanding the Owner's rights in the event of termination under this Section 7, Contractor shall retain the right to full compensation for all services rendered before the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

8. Quiet Enjoyment. The Owner covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

9. No Liens. The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended. Contractor warrants that at all times during this Site Lease, the Site and Project shall remain free and clear of all liens (including mechanic's liens), mortgages, deeds of trust, easements and all other encumbrances, other than liens existing at the time the Project starts, unless the Owner gives Contractor prior written permission to place, or allow to be placed, any liens, mortgages, deeds of trust, easements or other encumbrances on the Site.

10. Right of Entry. The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Project.

11. Assignment and Subleasing. Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

12. No Waste. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer, or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

13. Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due and the next succeeding Sublease Payment. The balance of the award, if any, shall be paid to the Owner.

14. Taxes. The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

15. Severability. If a court of competent jurisdiction shall hold any provision of this Site Lease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Site Lease, unless elimination of such provision materially alters the rights and obligations embodied in this Site Lease.

16. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Parties and their respective successors in interest and permitted assigns, if any.

17. Amendments and Modifications. This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of both Parties.

18. Execution in Counterparts. This Site Lease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

19. Applicable Law. This Site Lease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

20. Headings. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Site Lease.

21. Time. Time is of the essence in this Site Lease and all of its provisions.

22. Terms Not Defined. Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, and other Contract Documents.

* *

CONTRACTOR

Landmark Construction

By: _____

_____

Title: President

By: _____

_____

Title: Corporate Secretary

OWNER

Western Placer Unified School District

By: _____

Audrey Kilpatrick

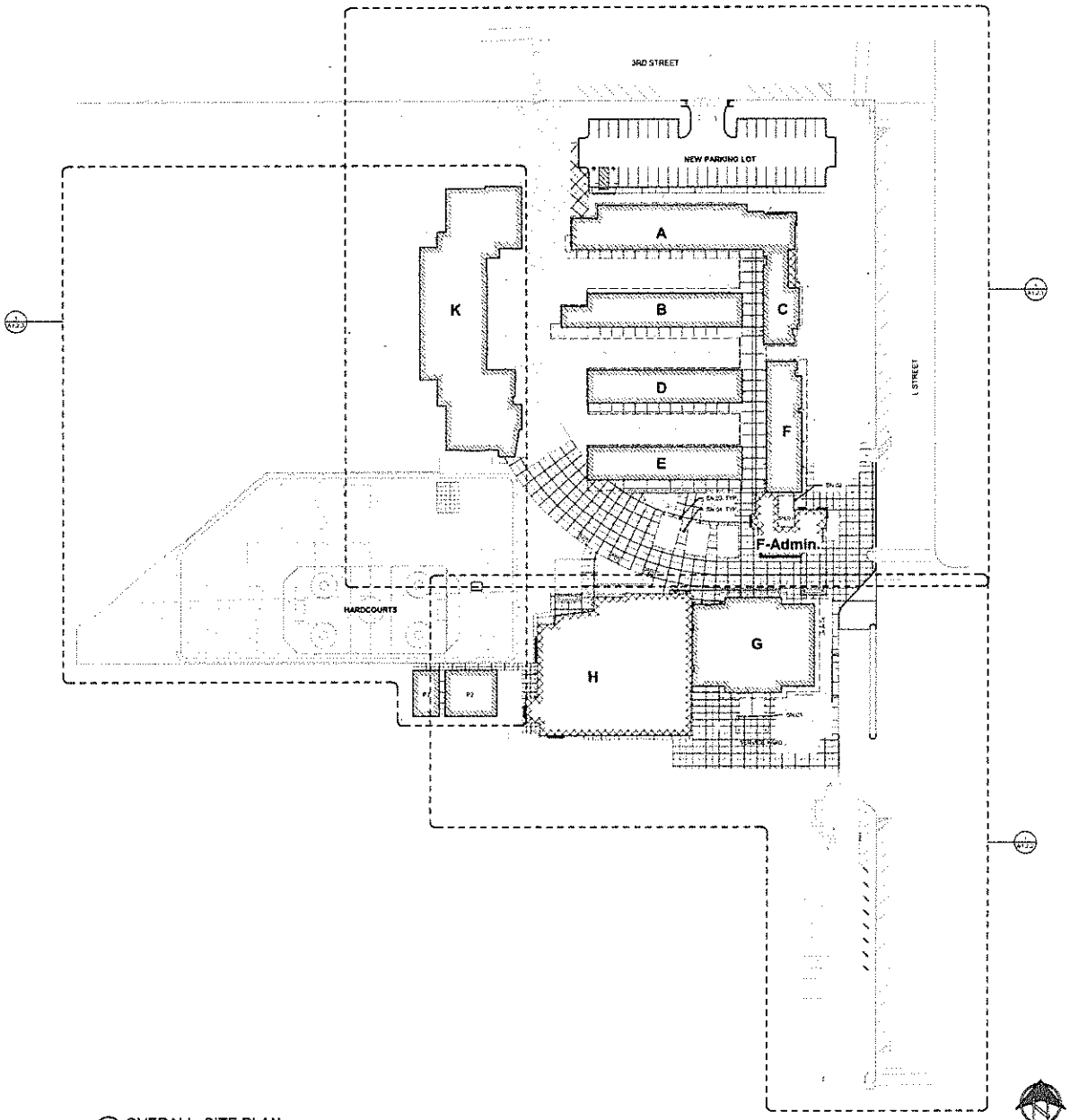
Assistant Superintendent, Business and Operations

EXHIBIT A
LEASE-LEASEBACK SITE LEASE

DESCRIPTION OR DEPICTION OF SITE

Glen Edwards Middle School
204 L Street, Lincoln, CA 95648

(See attached diagram depicting the Site)



2 OVERALL SITE PLAN

LEGEND

- PROPERTY LINE
- MATCH LINE
- SEWER LINE
- PGAE LINE
- UNIT DESIGNATION NEW BUILDINGS
- UNIT DESIGNATION EXISTING BUILDINGS
- UNIT DESIGNATION FUTURE BUILDINGS
- EXPANSION JOINT
- CONCRETE WALK/PAVING
- CONTROL JOINT
- ASPHALT CONCRETE PAVING
- DECOMPOSED GRANITE
- CHAIN LINK FENCE
- ORNAMENTAL FENCE
- CARPORT
- TRUNCATED DOMES

GENERAL NOTES

1. CONTRACTOR TO COORDINATE THE CONSTRUCTION SCHEDULE WITH DISTRICT SAFETY PARTS OF THE CAMPUS WILL BE OPERATIONAL DURING THE CONSTRUCTION PHASES
2. CONTRACTOR TO COORDINATE TO KEEP ALL UTILITY SERVICES UP AND RUNNING THROUGHOUT PHASE 2 CONSTRUCTION
3. CONTRACTOR TO PROTECT ALL THE EXISTING TREES THAT ARE TO REMAIN PER CIVIL DRAWINGS.

SHEET NOTES

SN01 EXISTING POLE YARD WITH DRIVE AISLESS
SN02 NEW SLIDING GATE TO POLE YARD
SN03 PC SHADE STRUCTURES
SN04 EXISTING STANDING TABLES RE-INSTALLED

BUILDING LEGEND

UNIT	DSA APP NO	DESCRIPTION
A	[illegible]	CLASSROOM
B	[illegible]	CLASSROOM
C	[illegible]	CLASSROOM
D	[illegible]	CLASSROOM
E	[illegible]	CLASSROOM
F	[illegible]	ADMIN.
F-Admin.	THIS APPLICATION	NEW ADMINISTRATION BUILDING
G	[illegible]	MULTI-PURPOSE
H	THIS APPLICATION	NEW GYMNASIUM
K	[illegible]	CLASSROOM BUILDING
P1	[illegible]	CLASSROOM BUILDING
P2	[illegible]	CLASSROOM BUILDING

DSA

rga rainforth grau architects

233

Glen Edwards Middle School - Additions and Modernization, Phase 2

Western Placer Unified School District
Lincoln, CA

Revision

OVERALL SITE PLAN

PROJECT NO 17-1308
DATE 2021-10
SHEET A1.1.2

LEASE-LEASEBACK

SUBLEASE AGREEMENT

Dated as of May 8, 2019

Between

Western Placer Unified School District

and

Landmark Construction

Glen Edwards Middle School Addition and Modernization Project Phase II

Glen Edwards Middle School

204 L Street, Lincoln, CA 95648

LEASE-LEASEBACK
SUBLEASE AGREEMENT
GLEN EDWARDS MIDDLE SCHOOL ADDITION AND MODERNIZATION PROJECT
PHASE II

THIS LEASE-LEASEBACK SUBLEASE AGREEMENT ("Sublease") is entered into as of _____, 2019 between Landmark Construction, a California [corporation] and licensed contractor ("Contractor"), as lessor, and the Western Placer Unified School District, a California public school district (the "Owner"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Sublease.

This Sublease is entered into by the Parties pursuant to California Education Code section 17406 ("Section 17406"), which permits the governing board of school district to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provides for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease.

The Owner deems it essential for its own governmental purpose to construct and install certain improvements (the "Project") described in Section 1 of that certain Lease-Leaseback Agreement entered into between the Owner and Contractor and dated December 20, 2017, and situated on the Site described or depicted in Exhibit A of that certain Site Lease dated _____, 2019, between the Owner and Contractor.

Pursuant to Section 17406, the Owner is leasing the Site to Contractor under the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner under the terms of this Sublease.

Contractor will finance construction of the Project. As part of its Sublease Payments (as described in Section 6, below) to Contractor, District will compensate Contractor for the cost of financing construction of the Project.

The Owner and Contractor therefore agree as follows:

1. Sublease. Contractor subleases to the Owner, and the Owner subleases from Contractor, the Site, including any real property improvements now or later placed on the Site. Reference in this Sublease to the term "Contractor" means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The purpose of this Sublease is (1) for the Owner to have necessary access to and use of the Site at such times and in such a manner as will not impede the construction of the Project; (2) for the Owner to obtain financing for the Project from the Contractor; and (3) during the term of the Sublease, for the Owner to enjoy beneficial use and occupancy of the Site and the completed Project.

During the term of the Sublease, Owner and its agents, employees and invitees may enter into and upon the Site and the Project at all reasonable times necessary for the Owner to conduct its business. During construction of the Project, the Owner shall not unduly disturb, or unreasonably interfere with

Contractor's work on the Project and related improvements to the Site. Following completion of the Project, the Owner shall enjoy full and undisturbed use of the Site during the remainder of the Sublease Term.

2. Term. The term of this Sublease ("Term") shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback Agreement, the Parties' respective interests under this Sublease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. The Project is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in this Sublease.

3. Representations and Warranties of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into and perform all of its obligations under this Sublease.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(e) The Project and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(f) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(g) The Owner shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease.

(h) Except as may be permitted under federal or state laws, the Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments, except as permitted under this Sublease.

5. Construction/Acquisition.

(a) The Owner has entered into the Contract with Contractor in order to acquire and construct the Project, while enjoying use of the Site. The cost of the acquisition, construction and installation of the tenant improvements defined as the Project and the Owner's use of the Site under this Sublease is determined by the Total Sublease Amount as set forth in the Lease-Leaseback Agreement and ***Exhibit A*** of this Sublease.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

6. Sublease Payments.

(a) Over the Term of this Sublease, the owner will pay to the Contractor the Total Sublease Amount in twenty (20) monthly installments, (each such installment being a "Sublease Payment"), pursuant to a Schedule of Sublease Payments which shall be prepared and executed by the Parties following approval by Owner of the Total Sublease Amount pursuant to Education Code section 17406(a)(3). Upon execution by the Parties, the Schedule of Sublease Payments shall be attached hereto as ***Exhibit A*** and shall be deemed incorporated herein by this reference.

(b) The Owner may adjust the Total Sublease Amount to account for any changes in the scope of the Project or use of the Site during the term of the Sublease. As set forth in the General Conditions, any changes in the Total Sublease Amount shall result in a prorated increase, or decrease, in Sublease Payments made following the adjustment to the Total Sublease Amount.

(c) The obligation of the Owner to pay Sublease Payments shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained in this Sublease constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

If the Owner fails to appropriate or allocate funds, or secure financing, including bridge financing for future periodic payments under the Sublease after exercising reasonable efforts to do so, then the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

7. Extension of Sublease Term.

(a) *Excusable Delay.* If the Date for Completion is extended by change orders that grant time extensions for delay pursuant to the Contract, then the Sublease Term shall be extended by one month for each full month of total time extensions, and Owner shall increase the number, and lower the equal dollar amounts, of the remaining Sublease Payments based on the months added to the Sublease Term.

(b) *Inexcusable Delay.* If the Project will not be completed by the Date for Completion set forth in the Lease-Leaseback Agreement due to delay that is not excusable under the terms of the Contract, including Article 8 of the General Conditions, then the Sublease Term shall be extended by one month for each full month of such delay, and Owner shall either (i) elect not to make a Sublease Payment during construction for each month added to the Sublease Term, or (ii) increase the number, and lower the equal dollar amounts, of the remaining equal Sublease Payments based on the months added to the Sublease Term.

(c) If the total delay in completion is only partially entitled to time extensions for excusable delay under the terms of the Contract, then the Sublease Term shall be extended by one month for each full month of total delay. If the delays entitled to time extensions are less than half of the total delay in completion, then the Owner shall elect between the procedures in Section 7(b)(i) and (ii) above; and if such delays are equal to or more than half of the total delay in completion, the Owner shall proceed pursuant to Section 7(b)(ii) above.

8. Fair Rental Value. Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during this Sublease. The Parties have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the Parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits from the Project and Site which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Project and Site.

9. Sublease Abatement. Sublease Payments due with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion the Site. For each potential incident of substantial interference, decisions to be made on: (i) whether or not abatement shall apply; (ii) the date upon which abatement shall commence; (iii) the applicable portion of Sublease Payments to be abated and; (iv) the concluding date of the particular abatement, shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

10. Use of Site and Project. During the Sublease Term, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations at the Site by Contractor.

11. Contractor's Inspection/Access to the Site. The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project and to examine and inspect the Site and the Project. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the Owner to perform its obligations under this Sublease.

12. Project Acceptance. The Owner shall perform a final inspection and acknowledge completion of the Work, as set forth in Article 9.7 of the General Conditions. The Owner's governing body shall accept the Work to the extent required by the Contract Documents, including Article 9.7 of the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

13. Alterations and Attachments. All permanent additions and improvements that are made to, and as part of, the Project shall belong to and become the property of Contractor until termination of the Contract, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

15. Taxes. The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or later be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

16. Non-Waiver. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other Party. Forbearance or indulgence by the Owner or Contractor in any regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of a covenant or condition, the other Party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite that forbearance or indulgence.

17. Assignment. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part of them, or any interest in them, or (b) sublet or lend the use of the Project or any part of it, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* Consent to any of the prohibited acts listed applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligations to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations under this Sublease; however, Contractor may assign its right, title and interest in the Sublease Payments and other amounts due under this Sublease and the Project in whole or in part to one or more assignees or subassignees at any time with the consent of the Owner which shall not be unreasonably withheld. No assignment shall be effective as against the Owner unless the Owner is so notified in writing. The Owner shall pay all Sublease Payments according to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the Parties.

18. Release of Liens.

(a) Upon termination of the Contract, Contractor or its assignee and the Owner shall release Contractor's leasehold interest in the Project.

(b) Contractor shall authorize, execute, and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created under this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

19. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this

Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

20. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between the Parties with respect to the Project, and it shall not be amended, altered, or changed except by a written agreement signed by both Parties.

21. Headings. The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Sublease.

22. Time. Time is of the essence in this Sublease and all of its provisions.

23. Sublease Interpretation. This Sublease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

24. Execution in Counterparts. This Sublease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

25. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, or other Contract Documents.

* * * * * * * * * * * * * * * * * * * *

CONTRACTOR:

Landmark Construction

BY: _____

_____

TITLE: President

BY: _____

TITLE: Corporate Secretary

OWNER:

Western Placer Unified School District

BY: _____

Audrey Kilpatrick

Assistant Superintendent

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The Total Sublease Amount shall be **$18,725,901.00**.
The Schedule of Sublease Payments shall be as follows:

Payment No.	Date Payment Is Due	Amount of Payment
1	June 18, 2019	$ 1,046,447.41
2	July 18, 2019	$ 1,046,447.41
3	August 18, 2019	$ 1,046,447.41
4	September 18, 2019	$ 1,046,447.41
5	October 18, 2019	$ 1,046,447.41
6	November 18, 2019	$ 1,046,447.41
7	December 18, 2019	$ 1,046,447.41
8	January 18, 2020	$ 1,046,447.41
9	February 18, 2020	$ 1,046,447.41
10	March 18, 2020	$ 1,046,447.41
11	April 18, 2020	$ 1,046,447.41
12	May 18, 2020	$ 1,046,447.41
13	June 18, 2020	$ 1,046,447.41
14	July 18, 2019	$ 1,046,447.41
15	August 18, 2020	$ 1,046,447.41
16	September 18, 2020	$ 1,046,447.41
17	October 18, 2020	$ 1,046,447.41
18	November 18, 2020	$ 312,098.35
19	December 18, 2020	$ 312,098.35
20	January 18, 2021	$ 312,098.35

CONTRACTOR:

Landmark Construction

BY: _____

_____
TITLE: President

BY: _____
TITLE: Corporate Secretary

OWNER:

Western Placer Unified School District

BY: _____

_____
Assistant Superintendent

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:
Renaming of Twelve Bridges High School Input

AGENDA ITEM AREA:
Information/Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 7, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

Attached is the raw data from the public input on the nine names requested by the Board. We had over 850 responses. To aide in the initial analysis of the input, I have included the total number of responses for each name and total "No" and "Yes" responses. Please note that "No" and "Yes" responses that include punctuation (i.e. No!) are NOT included in the count. Due to the input timeline, a more detailed analysis will be provided at the meeting.

It is hoped the Board can deselect some of the names from this list and consider a smaller group of names at the next Board meeting, choose a name from the list, or give additional direction to the superintendent to aide in choosing a name.

Completed Board actions to date are:

1. COMPLETE - Discuss the desire to change the name of Twelve Bridges High School.

2. COMPLETE - Discuss, come to consensus, or vote if the criteria of "extraordinary circumstance" has been met by describing the circumstance.

3. COMPLETE - Decide if additional study, if any, the Board needs to move forward with the renaming process.

4. COMPLETE - Formally decide to rename the school based on the circumstance and study.

5. Enact the board policy by collecting names (or accepting the names already collected), allow public input on the names (this step may have already been completed through prior meetings but the Board may want to offer more opportunities), decide on a process for name selection, and hold a public hearing after the Board determines a name.

RECOMMENDATION:

Administration recommends discussion and/or action on the renaming of Twelve Bridges High School.

Twelve Bridges Academy - Name of Area in which school is located with the addition of the word academy, similar to many new charter schools in the area.
Responses = 368
No Answers Without Comment or Punctuation = 97
Yes Answer Without Comment or Punctuation = 8

"Academy" sounds pretentious
1 choice - YES -- I like this one best - since there is already one HS in Lincoln, gives the school a differentiation.
#2 choice. Can it be a charter school? The Goverment does not know how to educate.
2nd choice
2nd choice
3rd choice
Absolutely Not this is not a charter school.
Absolutely not.
Absolutly NO
Academies bring to mind uniforms and military.
Academy does not fit for a public school
Academy gives the impression that this is a private school. I do not like it.
Academy has a slight pretentious feeling to it.
Academy is awful.
Academy is pretentious. and this is not a charter school
Academy is silly. It's a high school and tries to make it sound better than LHS
Academy isn't good. Trying to be something it isn't
Academy makes me think it is a charter
Academy seems to be a trend, not tradition
Academy sounds confusing to what the school actually is
Academy sounds like a charter school
Academy sounds pretentious
Academy to me seems like a private school. This is a public school.
Academy?? - Nope
Academy?? No.
Against
Best name for the school
But its not a charter school, so why add that?
But it's not a charter school.
But the new schools not a charter, adding the word academy doesn't sound prestigious just pretentious. Don't use the word "academy".
Call it a high school, it sounds pompous when considering it next to Lincoln High
Confusing. Is this a pubic charter school or a high school?

Considered

DEFINITE NO on using "Academy". It's not a charter school or a private school. That's silly.
Definitely a good choice
Definitely no. It's not a charter school
Do not care for the addition of Academy.
Do not like "Academy" for a traditional high school.
Do not like the Academy
Do NOT use "twelve bridges"!
do not view new HS as a charter school and do not like the inclusion of "academy". Any other choice but this.
Doesn't mkeany sense to name a school something it is not.... that simple!
Don't like
Don't like "Academy" it's not going to be a charter school
Don't like a academy
Don't like Academy
Don't like academy cause it sounds like charter
Don't like use of academy
Don't like using academy for a High School
Don't love it but I don't hate it
Done too often, sound like a prep or charter school.
Don't care for the word Academy - it divides Lincoln too much
Don't like
Dont like Academy
Dont like academy
Don't like Academy
Don't like the name ACADEMY
Don't like the term "academy," which implies area residents may not be able to attend.
Don't use Academy unless it is a charter school. It is confusing and misleading.
elissahedman@yahoo.com
Elitist. Divisive.

First Choice
First choice
First choice
Gives the wrong impression, this is not a charter school
Hate the word academy and we have enough twelve bridges schools
Horrible, It is a high school not an Academy....
I am NOT in favor of this name. Lincoln is a small town with a proud history. The Name needs to reflect that.

I did not think this was a charter school- if it is not, then it should not be called an Academy

I dislike "academy" as it sounds like it's better or elevated compared to Lincoln High School. Our city is very proud of Lincoln High School
I do not think we should have another school with Twelve Bridges in the name. Also I do not agree with the "Academy" addition
I don't like academy
I don't like Academy. It will be a public school, not a charter school.
I don't the word academy, it's a public high shool
I don't think we need to add academy since it will not be a charter
I don't care for public schools being referred to as an academy.
I don't care for the "Academy" names
I don't like academy. But would be fine with High School.
I don't like the word Academy. It sounds elitist and I feel that attitude would further divide old and new Lincoln.
I don't think academy should be used for a public school.
I don't think it should be call Twelve. Bridges due to the other two schools having the same name
I like it
I like this name for the new school.
I like this name the best, sounds sophisticated
I like this one, however I don't really like "Academy". It sounds like a prep school.
I like this one.
I personally don't care for the "Academy" portion. It seems confusing as to whether the school is public, private, or charter.
I really like this one.

I think the Board got it right the first time when they selected this name. Academy differentiates it for the middle and elementary schools.
I think this is a great name
If it's not a charter it shouldn't be the same as charters
If it's not a charter school or academy, I don't think it should have "academy" in the school name.
If it's not a charter school, don't make it sound like one.
If this is a public school, this makes it sound like a charter school
Implies a private school
Is it a charter school? If not, "Academy" just sounds pretentious.
Is should be called a high school not academy
Isn't the whole point of changing the current name of Twelve Bridges High was because of the confusion for 911, so why would we name it TBA?
It isn't a charter so NO
It sounds like a charter. No
It's a public high school, not a charter school or private academy!!!! Just Twelve Bridges High School for heavens sake!
It's not a charter school
It's not a charter school.

It's not a charter. Be proud to be a public school. No Academy.
Its not a charter school
It's not a charter school
It's not a charter school so it could be confusing, so High School would be better.
It's not a charter school.
It's not an academy or charter school. It's a high school.
James Fowler
Makes it appear private. No.
Makes it sound like a private school, not publicsounds like a private school, not a public
Maybe we should just keep it simple
My choice is Twelve Bridges Academy
Name feels as if it is above the other schools by having "Academy"
No
No
No
No
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no
NO - do not like the use of the term academy and the elitist vibe it conveys; we want a high school for our kids
No - its a public school
No - it's not a charter school
No - not a charter school and sounds elitist

NO - sounds like a charter school
No "academy" - it's a high school
No academies!
No academies; it sounds contrived and arrogant.
No academy
No Academy in the name!
No because this is not a charter school, correct?
No -it's not a charter school
NO NO NO AND NO!!
No- not a charter school
No thank you.
No the new high school is not an academy
No to "Academy". We are not a charter school.
No to TB and no to Academy--it's not a charter or an academy.
No- too many schools with same name
NO!
NO!
No! Not a charter school.
no, academy makes it sound like a charter school
NO, ACADEMY SOUNDS PRETENTIOUS NOT VERY LINCOLN!
No, do not like the word "academy". This is not a charter school and academy sounds too military.
No, I don't like the Academy
No, I don't like using the word "Academy"
No, it's not an academy
No, it's not a charter school.
No, nothing with "Twelve Bridges"
NO, should be High School not Academy
No, sounds like private school
No, there are already two Twelve Bridges schools.
No, this is not a charter school
No, too many 12's already.
No, we already have a TBE and TBMS. The high school will serve more than the TB community.
no, we are not a charter
No.
No. Academy is too pretentious
NO. Hopefully this is a public school and not a charter school. "Academy" sounds like a pre-school.
No. If it's not a charter it doesn't need to be named like a charter
No. It isn't a charter school so it seems cheesy/pretentious and inaccurate.

No. It sounds like a charter school.
No. Its ahigh school not an academy.
No. It's not a charter school to my knowledge. So, why give a name that could cause confusion?
No. No high school should have academy in its name unless it's a charter school.
No. This school is not a charter school. w
No. Too confusing
No. We shouldn't be naming any school Academy unless it's a Charter school.
Nono
Nope
Nope
Nope - Call it a high school - that is what it is, a public high school
Nope- confusing. Pretentious
nope, sounds like a charter school
Not a charter school so why say academy
Not a charter school!
Not a fan of calling it an academy.
Not an academy, not a charter school.
Not Bad...I like it better than all of the other choices
Not for a public school
Not my pick
Not sure about the academy- it's a high school
Nothing wrong with charter schools, but this is not one, so do not try to make it sound like one.
Our family likes this one. Makes us sound smart. Though there are too many schools with the name 12 Bridges.

Please do not call our new high school an academy.
Please don't use "academy"

Ridiculous
Ridiculous name
Second choice
Second choice
Second Choice - Still recognizes local area
Second choice, but "academy" sounds a bit pretentious to me.
Seems like a private school name
Shouldn't be called an academy if it is a public school
Sounds like a charter or elementary school

Sounds like a charter school
Sounds like posh version of the older high school if the current one will stay open

Sounds too elitist....let's save the term academy for the charter schools. Don't ever want to be in the same category as them. Ever.
Stop with the "academy" idea...silly and cheap.
STRONGLY OPPOSED to the term academy-not interested in charter schools or aligning with them-will create divide with LHS using this term
TB is is overused and the title "academy" makes it sound superior to the already inferior LHS..
TB should be avoided because there are already 2 schools named TB.
That's an awful idea! Our girls will be entering as Freshman in 2021. I don't want "academy" listed when they are applying for college.
The addition of the word Academy makes it seem like a charter school, which is confusing as it isn't a charter school, right?
The new high school will not be a charter school, so I would prefer a name that doesn't have the word "academy" in it.

There are already two schools in the district named "Twelve Bridges". "Academy" may cause confusion regarding public or charter school.
There's already confusion over this.. why perpetuate it?
This is a high school not a charter school.
This is a high school not an academy, hoe is Academy even an option here?

This is my favorite choice. It clearly represents the Twelve Bridges neighborhood and the addiction of the word "Academy" sounds classic.
This is not a charter school. We don't want to be associated with them.
This is the best
This isn't a charter school it's a public high school and "high school" should be in the name
This isn't an academy
This makes it sound like a charter scho.
This name feels unoriginal given the fact that there are already two schools named "Tweleve Bridges."
This name, still separates the area/school from the rest of Lincoln, as if they are a separate area and not connected to Lincoln.
This one gets my vote
This one!
This one!
This sounds great. Academy sounds like a proper school
This sounds like an elementary school
too close to other school names
Too confusing with other TB schools!
Too generic
Too generic
Too many "Twelve Bridges" names already.
Too many twelve Bridges school names.
Too many Twelve Bridges...

Too much like the middle and elementary schools names. Even Licoln PD responded to the wrong school, confusing the names.
Too similar to other schools. Also I thought it was not a charter school. Why name it like a charter?

Traditional High Schools are not academies.
Trying too hard
Twelve Bridges Ac6
Twelve Bridges Academy
Twelve Bridges Academy
Twelve Bridges Academy just sounds appropriate for the area and actual name.
Twelve Bridges High School
Twelve Bridges High School
Twelve Bridges High School
Twelve Bridges High School is the best name. Keep it simple
Twelve Bridges High School to coincide with the other 2 in the area
Twelve Bridges Trojans
Using the word Academy is confusing. Sounds like a charter school.
We are not a charter school. It's a public high school
We vote for this one
Western Placer High School
Why are you wanting to add academy?
Why? It's not a charter.
would not use Academy as this is not a charter school
X
Yes
Yes
Yes
Yes
yes
Yes
Yes
Yes, this should be the name of the new High School in Lincoln
Yes.
You not an Academy to confusing with a charter school

C.L. Wilson Academy - In honor of Lincoln's namesake with the addition of the word academy, similar to many new charter schools in the area.
Responses = 292
No Answers Without Comment or Punctuation = 118

Yes Answer Without Comment or Punctuation = 7

a dude
Absolutely NO
Academy gives the impression that this is a private school. I do not like it.
Academy is attempting to gain prominence through use of an on trend buzz word
Academy is unnecessary. This school should not be elevated above Lincoln High School
Academy makes me think it is a charter

Academy portion of name seems like an attempt to separate itself from Lincoln High School. LHS is not a horrible school, to be unassociated
Academy sounds like a charter school
Academy sounds like Elementary
Academy sounds pretentious
Academy sounds weird and it will not be a charter school
Again I don't really like "Academy".
Again its not a charter school
Again not a charter
Again, Academy really?

Again, confusing. Is this a public high school or a charter school that you have to be on a lotto to get in? Prefer c.l. Wilson high school
Again, hate Academy. But would be fine with CL Wilson High School. with
Again, I don't like the "academy" word.
Again, no..."academy"
Again, sounds like a charter school, when it is not one.
Again, why the Academy.? This is Lincoln, it is a HIGH SCHOOL
Against
Already being honored
Also implies a private school
An air of elitism. Academy is private not public.
Another charter. No
Anything with "academy" is not a good choice.
avoid academy.. it is and should sound like a public school
Bad no meaning
C.L. Wilson High School, not Academy
Calling it an Academy may create stereotyping or issues between the existing high school, as it can be considered pretentious
CL Wilson is ok - not academy- sounds elitist
Continued comment from above. It's ridiculous and presumptuous to use the word Academy instead of high school.
DEFINITE NO on using "Academy"
Dislike

Do not like Academy.
Do not like the Academy
Do not use Academy unless it is acharter school. Confusing and misleading.
do not view new HS as a charter school and do not like the inclusion of "academy". Any other choice but this.
Don't like
Don't like "Academy" it's not going to be a charter school
Don't like the use of academy
Don't like this because of the academy
Don't like this in part because Wilson is a very common name.
Don't like use of academy
Don't like using academy for a high school.
Don't like
Dont like Academy
Don't like naming schools after people.
don't t like the "academy"
Drop the C.L. I like Academy in any of the names.

Gives the wrong impression, this is not a charter Would prefer a name with a community feel, not based on one specific person or family
Hate the word academy, it's a high school
Horrible. It is a high school not an Academy....
I did not think this was a charter school- if it is not, then it should not be called an Academy

I dislike "academy" as it sounds like it's better or elevated compared to Lincoln High School. Our city is very proud of Lincoln High School
I dislike the name choices which include names and initials. It's a mouthful and complicated.
I don't like Academy. It will be a public school, not a charter school.
I don't care for public schools being referred to as an academy.
I don't know much about Charles L. Wilson, but I don't like the word "Academy" in the name of the high school.
I dont like "Academy"
I don't like "Academy" as LHS is High School- it feels odd to have the 2 schools be different, perhaps making one sound more prestigious
I don't think academy should be used for a public school.
I like the Wilson part, but not Academy. It's not a charter and should be proud to be a high school in Lincoln.
I like this one.
I like this one. It brings some history of our town into the name while staying competitive with the charter schools "Academy" in the name!
I thought it was not a charter school. Why name it like a charter?
If it's not a charter school or academy, I don't think it should have "academy" in the school name.
Is it an academy?
Isn't a charter so NO
It doesn't even include Lincoln in the name, and vdery few would recognize that the "L" stands for Lincoln

It's a high school not a private academy
It's long. The Academy makes it seem like a charter.
It's not a charter school

It's not a charter school so it could be confusing, so High School would be better...and perhaps Lincoln Wilson instead of C.L. Wilson
It's not a charter school so why call it an academy.
It's not a charter school.
It's not preferred to initial the first name. "Academy" may cause confusion regarding public or charter school.
James Fowler
Last
Let's take pride in public schools why are we trying to copy charters?
Miss the traditional High School in the name
Mo
Name feels as if it is above the other schools by having "Academy"
No
No
No
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No - No one will know who that is
No "academy" - it's a high school
No "academy"! Sounds like a private school
No academy
NO ACADEMY
No Academy in the name!
No academy in the schools name.
No academy, it puts down Lincoln high school and creates a division.
No it's not a charter school
No- it's not a charter school
no its a public highschool stop trying to make it sound like something else
No more namesakes
No more namesakes...
No on academy
No on the Academy names.
No person names PLEASE.
No this is not a charter school
no to "Academy"
No to "Academy". Sounds elitist.

No way
no we are not a charter
NO!
NO!
No!
No!!!!
NO, ACADEMY SOUNDS PRETENTIOUS NOT VERY LINCOLN!
No, C.L. Wilson is also a romance novel author
No, charter schools will eventually have a negative connotation.
No, CLWA sounds odd to me.
No, it's not a charter school.
NO, should be High School not Academy
No, sounds like private school
No, the school is not an academy or charter, it is a public High School
No.
No.
No.
No. (Again this is a public HS)
No. Do not name after a person. No academy. Be proud to be a public school!
No. Don't like C.L. abbreviation or academy.
No. I think we shouldn't focus on using the term "academy" to match charter school. Show pride that it's a public HS
No. Initials in a name is excessive, and Academy sounds like a preschool.
No. It sounds like a charter school.
No. No high school should have academy in its name unless it's a charter school.
No. Not a charter school
No. See response above.
No. This is a high school not a charter school.
No. We already named Lincoln High School after him. He doesn't need another school named after him.
No--it's not a charter or an academy.
Noon academy
Nope
Nope
Nope
Nope
Nope. We don't think it should be named after anyone. Name the the field after them if they donate a ton of money
NO-STRONGLY OPPOSED-if we wanted a charter school we would pursue; we value our local schools and want to maintain a sense of community
Not

Not a charter school so why call it academy
Not a charter!
Not a fan of "academy"
Not a fan of calling it an academy.
Not an academy
Not an Academy
Not bad, except for the stupid use of the word "academy" just call it high school.
Not for a public school
Personal names lose meaning over time unless they played a significent role in our Nation's History.
Please don't use "academy"
Please no!
Same
Same answer as above - please do not use the word Academy - it is way too bourgeoisie
Same as above
same as above
same as above
Same as above
Same as above don't make it a snooty competition between "older" Lincoln and new Lincoln it's bad enough as it is
Same as above.
Should be high school not academy
Sounds horrible.. We don't want peoples names
Sounds like a private school, not public
The Academy makes it seem snooty. Lincoln is not Snooty
The city and high school was already named after him
The initials are kinda lame. Use the name if you're going to reference Wilson. Also, I don't like "Academy"
The new high school will not be a charter school, so I would prefer a name that doesn't have the word "academy" in it
Too wordy
We already have a high school named after the town's name sake.
We already have a school with his name. Lincoln high. And it's not a charter school.
We are not a charter school, no academy, it's dumb
What a horrible idea
Why add academy?
Yes, this is a great honor.
You not an Academy to confusing with a charter school

Spring Valley High School - Name based on Spring Valley Ranch, which encompassed the Twelve Bridges area and was owned by Parker Whitney.
Responses = 311

No Answers Without Comment or Punctuation = 94
Yes Answer Without Comment or Punctuation = 24
#2 choice
#4
1st Choice
1st choice 'Spring Valley Raptors'
2nd best
2nd choice
2nd Choice
2nd choice
2nd choice
2nd choice
2nd choice (3 way tie)
2nd choice if Twelve Bridges can not stay the name.
Already an honored name, no need for more
Bad no meaning
better - but No
Choice #2
Choice 1
Dislike
Dislike this one as it lacks honor and respect for our small town.
Doesn't define our area
Don't like
Don't like this at all, as it sounds like it should be in Nevada
Fine
First choice
First choice
Good one, it sounds like a fictional movie high school but a good name.
Good!!! Location-based name!
Good. Both historic & geographic.
Great name, has historical significance.
Great name, Yes!
Has a nice ring to it

Has some history to the name, which is great, except no one knows who Parker whitney was or, where Spring Valley Ranch is/ was.
Historically accurate. Honoring? Seems like a fluff name.
I actually really like this name, if you don't choose TBHS, this is my top choice
I am NOT in favor of this name. Lincoln is a small town with a proud history. The Name needs to reflect that.

I choose this name.
I choose this one
I guess I don't know enough about Lincoln's history but this feels like a stretch
I like it

I like that it keeps "12 Bridges" out of the name; we don't want to divide this awesome city along lines that connote economic differences
I like the tie to the area and being less specific than Twelve Bridges. 3rd choice.
I like this name, it is pleasant sounding and fitting
I like this on as well
I like this one
I like this one
I like this one
i like this one
I like this one best.
I like this one SVHS
I like this one the best
I like this one too.
I like this one. It sounds positive and inspiring.
I like this submission.
I like this.
I love this
I love this one.
I pick this one.
I really like this choice .....
I really like this one!!
I support
I support this name.
I vote for Spring Valley High School
I vote for this one.
I'll order them in in preference 1

I've lived in the Lincoln area for a decade and this is the 1st time I've heard the name spring valley. Sorry I don't see the connection.
In favor of this name. I find it to be unique to the region.
It sounds like we're on The Simpsons or part of a book series
James Fowler
Just a bad idea.
Like
Like

Like it
like it
Like this
Like this one
LOVE IT!!
Love It!!!! Number one choice
Love this name and that it describes the area where the school is located. Svhs also looks and sounds nice
Love!
Maybe
Maybe.
Maybe.
Maybe.....
Much of J Parker Whitney's ranch is located in Roclin
My 1st choice
My daughter who will be attending the new high school likes this one because it sounds like a nice school.
My favorite of the options.
My second favorite. Has a pleasant sound.
Never heard of it.
never heard of spring valley ranch
Nice option
No
No
No
No
No
No
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No
No relationship to education or outstanding educators.
NO significant meaning
No- sounds like a Rocklin school
No sounds too much like Spring View in Rocklin
No Too close to Spring View in Rocklin
No!
No, I think this name has been used for nearby Rocklin neighborhoods
No, no one that lives here calls it that.
No, not a fan. Sounds like ranch dressing.
No, Parker Whitney already has a school named after him
No, Would make sense if anyone here called this place spring valley
No.
No.
No.
No.
No. It needs to be the city or neighborhood first. This is a name for second high school down the road.
No. Not much strength behind the name.
No. We are not Whitney Ranch/Spring Valley.
No. Where in the heck is Spring Valley?
No. While linking to the past, the reference is too obscure
Nobody will have any clue who or what that is
Nope
Nope
Nope, have you seen the movie "Back to the Future" we are pretty sure that was the same name for their high school.
Nope. It pays homage to Rocklin.
Not bad
Not common knowledge. Ranch also doesn't give the impression of a well rounded education.
Ok.
OK.
Ok. Since this name is not attached to a person directly, I don't see it becoming a political liability later.
Okay
Okay
Parker Whitney has a school named after him already. Whitney Ranch.
Prefer not to name the school after a person, so this is an option I would support.
Pretty good
Reminds me of "Sweet Valley High" novels I read. 😄
Reminds me of Sweet Valley High books from when I was a teenager

RUSD Has Spring View MS. Why try to confuse people?
Second best option on this list.
Second choice
Second favorite - SVHS.
Seems to be more "Rocklin" than "Lincoln"
Seriously???? This is ridiculous! All of your suggestions are completely over the top and irrelevant!
Site specific names are timeless...unlike people's names
Sounds like spring view middle school
Sounds like the school would belong to Rocklin, CA
Sounds nice, but Twelve Bridges or Lincoln Wilson would be better.
sounds too Soap Opera-ish..NO
Space is already honored by Rocklin at Whitney High School
Specific to ths region, yet it will not be confused with the other schools in the area.
Spring Valley High School
Spring Valley High School
Spring Valley High School
Spring Valley is historical, but it sounds so generic. It doesn't say "Lincoln"
Spring Valley is overly optimistic, area has very hot summers, and there are too many SVHS in many places already.
Spring valley seems like it should be the towns name
Spring Valley?? The area is known as Twelve Bridges
There is a Spring Valley High School in New York, Nevada, West Virginia and South Carolina.
third choice
This could be confusing. People will think the school is in Spring Valley, which doesn't exist...hopefully.
This fits for the city of Rocklin not Lincol
This has a good sound to it
This is another option
This is good but seems pretty generic.
This is my #1 choice
This is my favorite. It has a pleasant ring to it.
This is my third choice
This is my third choice since it's a cute name, it sounds like a high school from a movie.
This is nice
This is ok. Incoporates history and old location nomenclature.
This is the ok
This name feels as if it incorporates Rocklin, not just Lincoln. As "rivals" I don't believe this is a good fit.
This one is our choice.
This one is the best!
This seems to be more of a connection to Rocklin, than Lincoln

This sounds like something out of a young adult novel. It has no substance.

This sounds too much like Sweet Valley High, the pre-teen book series from the 90s.
This still denotes location. I like this as second choice.

This would be good since it would not confuse first responders

This would be my first choice as long as there isn't already a Spring Valley school in Rocklin.

This would be my second choice.

Tonni Clark

too closely named to another school

Too similar to other schools. Also I thought it was not a charter school. Why name it like a charter?

Vista Del Monte High School is better! (Mountain View) seeing you can see the entire mountain range from the school
Vote for this option

What the hell?

Whitney is already honored with Whitney High School

X

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

yes

Yes

Yes

yes
Yes - it's pretty!
YES - number 1 choice - descriptive and historical
Yes but not a first choice
Yes to spring valley
YES!
Yes!!
Yes, (3rd choice), again tied to the area
YES, first choice
YES, I LIKE IT!
yes, second choice
Yes. Nice name for our high school
zzzzz

Twelve Bridges High School - Name of area in which the school is located and the current high school name.
Responses = 644
No Answers Without Comment or Punctuation = 23
Yes Answer Without Comment or Punctuation = 107
#2 Choice
✓
1# choice
1000x yes!
12 bridges high is the best we have and elementary school and a middle school so why not the high being named 12 bridges
1st and best choice
1st choice
1st choice
1st choice
1st choice
1st choice
1st choice (since that is what it is already know as/in that housing development area)
1st choice. - Most logical.
1st choice. Keep it simple and call it like it is
2nd Choice
2nd choice
2nd choice
4th choice
Agree - twelve bridges high school and they should be the badgers
Already agreed upon. Why are you changing it??

Avoid using twelve Bridges in a school name again.
Basic and simple, but kids would be tired of the name since most would have gone to TBES and TBMS.
been done not original.
Best choice as clearly differentiates as a high school and is at Twelve Bridges.
Best choice of those offered,but unimaginative
Best choice!
best name for the new high school
Best name!!
Best Option
Best the elementary school and middle school make sense for the high school
boring
Boring
Choice #1
Choose this one -TBHS
clearly in twelve bridges, this is the only option
Concur
Concur
Consistent with elementary, middle school and area
Dislike this one as it lacks honor and respect for our small town.
Divides Lincoln too much
Don't like
Easily the best of the names listed.
Easy identifiable name that easily identifies it's location and as a high school

Everyone is already calling it this! We have two kids that will be high school age when the school opens and they vote Twelve Bridges HS

Exactly what the community has been told repeatedly. Sounds good and goes with the other schools in the area. Please choose this.
Fine
first chioce
First choice
First choice
First choice
First choice for what I assumed it would be called and what makes most sense
First choice.
Fits in with the names of the existing school in this area.
Flows best from TBE and TBMS. Thanks
Foothills High School
For its simplicity this is our family's choice.

Fourth Preferred Choice
Generic
Good choice
Great great great, let's not over think this,
Great name, Yes!
Household of 4 votes for Twelve Bridges High School
I agree. Just makes sense
I am against this name as it will divide our town even more. Many who live in T.B. area say they don't live in Lincoln...they live in TB.
I am NOT in favor of this name. Lincoln is a small town with a proud history. The Name needs to reflect that.
I attended Thomas Worthington HS in Ohio and when a new school was built, it was named Worthington Kilbourne HS. Both in Worthington.
I believe this is the most appropriate name for the school. And it is geographically significant to the area
I believe we should keep the name it has already been given, Twelve Bridges High School.
I don't think it should be called Twelve Bridges because of the other two schools with the same name.
I like it
I like it
I like it! Its simple and when you say 12 Bridges people know where you are talking about.
I like the name but the acronym will look weird like a medical test TBHS
I like this choice
I like this name
I like this name because it is simple and original name.
I like this name best.
I like this name for the new school.
I like this name the best
I like this name the best!! It follows suit with Twelve Bridges Elementary and Twelve Bridges Middle School.
I like this one
I like this one
I like this one goes with the elemantery and middle school which are both amazing schools
I like this one!
I like this one.
I like this one. It's simple and easy to know where it's located.
I like this the best, Everyone is already calling it Twelve Bridges
I like this the most.
I like Twelve Bridges High it'll be easy to have TBE, TBM and TBH
I like Twelve Bridges High School
I love this name much easier to know where it's located
I prefer this name as it reflects the elementary and middle school name and progression in the same area.
I prefer this name, as it is simple and to the point
I prefer this name.

I prefer this one

I prefer this one. It is the most pragmatic choice.

I really like this name. Descriptive of the area served. Doesnt pander to some politician, dead or alive.

I really like this one

I support this name.

I think it should be this name. I feel that it keeps the continuity within our schools for 12B

I think it would be nice keeping the middle school and high school names the same! :)

I think this is the best and most appropriate name.

I think this is the most appropriate name and buildings can be dedicated to important people in the community.

I think this is the most suitable name.

I think this name is the best choice & a no-brainer. The area is Twelve Bridges.

I think this really fits the area and easy to identify.

I think this would be best. It would be linked better to the others.

I think you should name it twelve bridges...everyone knows the area as twelve bridges. Stop making everything so complicated.

I thought we already picked Twelve Bridges. We like it and ask that you please keep it as such. No need for a change.

I vote 12B High

I vote for this name as originally planned

I vote for this name. It makes sense to have all three schools the same.

I vote for this one

I vote for this one!

I vote for this one.

I vote for this option.

I vote for this. We already have TBES, TBMS, so TBHS makes sense.

I vote Twelve Bridges HS

I would prefer you ask the kids that will be the first to attend and graduate. They would remember that named their school.

If the school is supposed to be open to all students, it shouldn't be named after a part of the community

In keeping withe names of th other schools in Twelve Briges.

In my opinion, the most logical and requiring zero explanation.

It goes along with the other schools in this area of twelve bridges

It just makes sense.

James E. Fowler should be named for his heroic act for us and being fron Lincoln

Keep it

Keep it simple - go with this one.

Keep it simple and go with Twelve Bridges

Keep it simple!

Keep it the same

Keep it Twelve Bridges High School

Keep the name as originally decided.

Keeps it in line with the Elementary and middle school name
Kim

Let's keep the intended name!
Like

Like It

Like this one

Like this one

Lincoln Hills High School

Love it!!! This one is most appropriate.
love this

Love this!! Keep the Twelve Bridges name going!!

Makes sense and coordinates with the communities other school names.
Makes the most sense

Makes the most sense as it's located in TB. No need to make it more confusing

Makes the most sense to me.

Mary Helot- I choose this name. Long time resident over 23 years. It clearly identifies with the nearby neighborhood and library.
Most appropriate

My 1st vote

My 2nd choice; a bit unoriginal with the other 2 schools with the same name
My choice

My choice is Twelve Bridges High School
My daughter, who will be attending this high school, likes this name the best.

My family's vote is for Twelve Bridges High School

My first choice. Even if you give it another name, people will still call it 12 bridges h s.l.
My top choice

My vote

My vote

My vote is for TBHS!

My vote is for this one

My vote is for twelve bridges high school

My vote is here. This clearly identifies our location in Lincoln. We have Twelve Bridges Elementary and Middle Schools.
My Vote- please keep it simple

My vote!

My vote!!!! Twelve Bridges High School is simple, makes the most sense out of all the options!!!!

My vote. It should totally be this!
Name is too similar to other schools.

Name of area in which the school is located and the current high school name.

Name was already chosen. The TB community wants TBHS

Naming it Twelve Bridges High School is just common sense. Stop over thinking it people.
Nice and simple
No
No
No
No
No
No
No
No
No
No
No
No
No
No
no
No
No
No
no
no
No
No
no
No
NO - confusing and without history or character .. shouldn't even be a choice
No- confusing with the other schools
No more "twelve bridges"!
No more twelve bridges school names
NO, NEEDS A DIFFERENT NAME THAN THE MIDDLE SCHOOL.
NO, no more "Twelve Bridges"
No, same reason as TBA above.
No, thanks!
No, the kids want a different high school name. "It's the same name as elementary and TBMS."
no, too confusing with the other TB names in the area
No, too similar to other schools.
No, we need to connect the second high school of Lincoln to the great town not a neighborhood.

No.
No.
No. The name is redundant within the community. This can lead to community, emergency response, and district confusion.
No. Too confusing - 3 schools same name
No. Too similar
No--everything over there is named Twelve Bridges. Let's honor Lincoln.
Nono
Nope
Nope
Nope, too many schools with 12 bridges
Not a good choice. This would perpetuate the idea that Twelve Bridges is separate from the rest of Lincoln schools.
Not top 3. could imagine a # of kids will be from outside TB area; already have elem & middle school.
Obvious YES. This is already the name.
Obviously
Obviously yes
Ok
Ok
OK. It would be the most appropriate if it were not for the elementary and middle schools.
okay - but not a favorite
Only choice
Only name that makes sense
Our choice is this: Twelve Bridges High School
Our family votes for tbms high school
people will be able to identify

Perfect name as many of us Twelve Bridges Residents have been calling it this years prior to ground break. Simple/makes sense!
Perfect name, recognizable to everyone in the area and out. We shouldnt change what has already been set for many years.
Perfect!
Perfect! It sounds great.
Perfect! It's simple and works. It has a nice ring to it.
Perfect! Says it ALL
please
Please just keep it Twelve Bridges High School. No meed to change anything and spend money reprint signs and plans,etc.
Please just keep this name. The board has any wasted so much time on this issue.
PLEASE STOP WITH THE NAME DEBATE! TWELVE BRIDGES HIGH SCHOOL IT SHALL BE!
Prefer not to separate "Twelve Bridges" from Lincoln in this way.
Probably the best choice as it is consistent with Twelve Bridges Elementary School and Twelve Bridges Middle School

Probably the best of the options. Everyone knows it. It's what the area is called. It's what everyone is anticipating. The logical choice

Probably what people are already calling it... but not very creative
Redundant - same name as the other schools

Refer to above about duplication in naming

second best

Second choice

Second Choice

See above re Twelve bridges Academy.

Seems to be the best

Selected

Selected

simple

Simple and easily recognizable for the location.

Simply named, unique among CA high schools, but would require specification when referring to twelve bridges schools (elem, middle, high).

Sounds like a great name for the school.
Sure why not

TBHS - Mascot is the Billy Goat... get it... bridges... Billy Goats... HA!
The Academy one sounds better

the best name keep it.

The best one. Through this name, I know where the school is and what type of school it is.

The best option given the name of the area
The best out of all of the choices. I would be choosing something like Lincoln High School South Campus or LHS South

The community has waited so long for this school. Let's keep the originailly approved name!
The name remains the same, and falls in line with other schools in the area. Simple, easy, tells where it is located.

The obvious and best choice

The progression from TBE, TBM, to Twelve abridged High School makes sense. Let's not overly complicate this.
There are already two schools in the district named "Twelve Bridges".

There is already 2 other 12 Bridges names for the feeder school. Boring

this addresses location, which should be fine

This choice sems to me to be a given. I vote Twelve Bridges High School
This gets my vote

This is a good descriptive name. 2nd place vote.

This is a great name for it. It is what the community already calls it.

This is Deacon Smith's pick. Future 1st graduating class

This is my answer, no need to overthink it
This is my choice

This is my choice

This is my choice for the new High School name.

This is my choice, it is the main exit on a growing freeway. I feel this name fits best for our new high school.

This is my favorite

This is my favorite, a recognized area and neighborhood, people can take pride in.

This is my favorite.

This is my personal favorite. It makes the most sense.

This is my preference.

This is my second choice. I am a fan of keeping things simple and classic.

This is my vote

This is my vote

This is my vote for the name- Twelve Bridges High School

This is my vote.

This is my vote. It makes sense and is eash.

This is my vote. Keep it simple

This is perfectly fine. Why are we wasting resources to vote on this yet again?

This is the best and least confusing

This is the best as it is on Twelve Bridges Drive!

THIS IS THE BEST CHOICE

This is the best choice

This is the best choice. The High School should have a name that identifies it to the location.

This is the best choice. We love our neighborhood and its name.

This is the best description of location so this is my choice.

This is the best name

This is the best name for the new school and was already voted on and won. Please keep this name and move on to other matters. Thank you!

This is the best name.

This is the best name. I vote for this. It's the only name that makes sense.

This is the best one!

This is the best one. It's in 12B, it's consistent with the elementary and middle school, and it's a high school, not an "Academy."

This is the best option for the name of the school. Please select this name!

This is the most appropriate name for the high school in Twelve Bridges

This is the most identifiable and natural conclusion, as this is the name it is already currently referred to.

This is the most logical choice. It is already in the common usage.

This is the name it has always planned on being. It doesn't make any sense why you're wasting tax payers dollars to discuss it further.

This is the name which shoud be used. It's logical. It's consistent with the Elementary and Middle schools and it's already been decided

This is the one that makes most common sense. Leave it be.

This is the only name that really makes sense. My vote is here.

This is the only name the high school should have. Why are we even voting?
This is the only one that totally makes sense.
This is what people are calling it now
This is, was and always will be the school's name.
This makes the most sense to match the middle school and elementary school.
This makes the most sense. I'm not sure why it is being discussed again.
This makes the most sense. Take into account what the mascot will be to see how saying the high school name and the mascot will flow
This name feels unoriginal given the fact that there are already two schools named "Tweleve Bridges."
This name follows the area name and makes the most sense as it follows along with the other two TB schools. 1st choice.
This name is ok too
This name is the best one !
This name makes the most logical sense
This name makes the most sense and goes along w/the elem and middle schools here.
This name makes the most sense in keeping in line with the other two TB schools.
This name quickly identifies the location of the school, and is consistent with the naming of TBES and TBMS.
This one
This one
This one
This one - easy tonday TBHS, just like TBMS
This one is perfect
This one is the only one that makes sense. Replacing high school with academy makes it look like Lincoln us desperate to be trendy or cool.
This one works
This one would be the best
This one!
This one: TBH
This one: Twelve Bridges High School
This perpetuates the stereotype of twelve bridges not being a part of Lincoln.
This please!
This school is not just for residents living in Twelve Bridges area of Lincoln , but other areas of Lincoln as well. No on this name.
This school is not just for residents living in Twelve Bridges area of Lincoln , but other areas of Lincoln as well. No on this name.
This seems that make sense
This should be the name
This should be the name as it is representative of the area and follows with the other two schools already named as such.
This should be the name.
This was the original name picked years ago and should stay that way! No academy.
This WAS the votes name! Please leave or decided and spend our time and money on SOMETHING else!!
This would be my number 1 option
This would be my vote and my daughters vote who will go to this high school in 7 years.

Tonni Clark
too close to others
Too confusing with other schools already
Too confusing with other TB schools!
Too confusing with the elementary and middle school with same name
Too confusing with the other two elementary and high schools who are named the same.
Too confusing withthe other schools
Too geographicaly typical
Too many "Twelve Bridges " names already
Too many 12bridges schools
too many named TB already
Too many schools called Twelve Bridges
Too many schools in the district with a similar name.
Too many schools named "Twelve Bridges", gets confusing
Too many twelve bridges already.
Too many twelve bridges in one vacinity
Too many Twelve Bridges..
Too many with Twelve Bridges.
Too much like the middle and elementary school. Confusing!! Lost Idenitys!!
Too similar to other schools, separates them from the rest of Lincoln
Too similar to other schools.
too similar to the middle school
Top choice! I believe this name is perfect. It explains the area the school is located. I think it's the perfect fit!
Top vote and makes the most sense. The other schools are aTBMS and TBES.
Tw
Twelve Bridges High School
Twelve bridges high school
Twelve Bridges High School
TWELVE BRIDGES HIGH SCHOOL
Twelve Bridges High School
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Twelve Bridges High School
Twelve Bridges High School
Twelve Bridges High School - simplicity
Twelve Bridges High School (academy is too pretentious)
Twelve Bridges High School gets my vote. It's the current name and Twelve Bridges is where It's located. Should not be named an Academy.
Twelve Bridges high school has my vote.
Twelve Bridges High School is my preference.
Twelve Bridges High School is perfect
Twelve Bridges High School is what my vote is for the new high school.
Twelve Bridges High School makes sense to me since that is the name of the area.
Twelve Bridges High School matches with other school names.
Twelve Bridges High School should be the name. Plus it fits the best with the rest of the schools in the area.
Twelve Bridges High School was chosen two times by the public so leave it

Twelve Bridges High School- Yes. The perfect name for a high school located in twelve bridges.
Twelve Bridges High School!!!! YES
Twelve Bridges High School, for sure!
Twelve Bridges HS
Twelve Bridges HS makes the most sense
Twelve Bridges HS, the name we have all been calling it for years.
Twelve Bridges Trojans
unoriginal
Unoriginal- NO
Vote
VOTE
VOTE
VOTE
Vote
Voting Twelve Bridges High School
Voting- Twelve Bridges HS
We have lived here since 2002. The only name for that school is Twelve Bridges High School. It was part of the Master Plan Community. With the elementary and middle school, no.
X
xxxxxxxxxxxxxx
Yes
Yes
yes
Yes
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yes
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Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
YES
Yes
yes
Yes
Yes
yes
Yes - Easy identifiable
YES - has meaning and represents these kids and the city they live in
Yes - most logical
YES - this is more consistent with the current area high schools and makes the most sense
YES - this name is a good representation of the location and easy to identify.
Yes - This one.
YES and YES
Yes for Twelve Bridges H.S.
Yes for Twelve Bridges High!
Yes- most straightforward, no confusion
Yes please!!!
Yes the most simple and fitting name.
Yes this is my vote
Yes this one
Yes this should be the name of the new high school.
YES Twelve Bridges High School
Yes Twelve Bridges High School
Yes!
Yes!
Yes!
Yes!
Yes!
Yes! It should match and finish the elementary and middle school -twelve bridges high school!!
Yes! Keep it in theme of the other two local schools.

Yes! Keep it simple.

Yes! Keep the same name
Yes! Keep this name. I don't understand why we are even having this debate when it was already decided.

Yes! Keep this name. It makes sence, there will be no need for explanation, it works!

Yes! Nods to history and location
Yes! Please choose a cool mascot too. It will be hard to top the Fighting Zebras but something similar please.

Yes! Simple name - simple is better! Already known by this name- no explaining the reason.
Yes! This is the most logical name.

Yes! This is the only logical name and what the community already named it

Yes! This is what was already voted on and follows suit with the elementary and middle school

YES! This should be the name!!

YES! Twelve Bridges High School
Yes!!

YES!!

Yes!!

Yes!!

YES!! And the mascot should be the Fighting Fairy Shrimp

Yes!! This one

Yes!!!

Yes!!!

Yes!!!

Yes!!!

YES!!!!

YES!!!! This is where the school is and this is what the community has been calling the future school for 12 years.

YES!!!!!

Yes!!!!!

Yes!!!!! Keep it what was voted on and the same as our neighborhood!
Yes, (1st choice) This name represents the area that people are familar with and therefore would be my 1st choice.

Yes, choice 1, leave what was originally voted as the name.

yes, explains where it's located and is similar to Whitney, Woodcreek, etc.
Yes, first choice

Yes, First Choice.

Yes, keep it simple.

Yes, the Board should honor the original picked name. It is in the general plans for this project and should not be changed.

Yes, this actually makes sense and will stand the rest of time

Yes, this has my vote

Yes, this is a great name. Clear and clean. Similar to LHS and mirrors the elementary and middle schools.

Yes, this is my vote.

yes, this makes sense
Yes, this should be the high school name. Period.
Yes, twelve bridges hs.
Yes, we already have TBE & TBM. Makes sense to continue the same with the high school. TBH
Yes.
Yes.
Yes.
Yes. Clean, straightforward and memorable. This one. It's what everyone is calling it already.
Yes. Don't spend time & money on changing name
Yes. Goes well with all the other twelve bridges schools in the same area
Yes. I vote for this name
Yes. I vote for twelve bridges high school as the name.
Yes. It is simple, classic, and does not pretend to be charter it confuse anyone with location.
Yes. Its what its supposed to be
Yes. Makes the most based on the schools around it
Yes. My first choice
YES. Please maintain the originally planned name..the one we all call it.
Yes. Seems fitting to follow suit with TBES and TBMS to have a TBHS. Also seems to connect and be a part of Lincoln still.
Yes. The elementary and middle school already have this name, so it provides continuity.

YES. The HS is in the Twelve Bridges community of Lincoln and it makes sense. Also being located off Twelve Bridges/Twelve Bridges exit.
Yes. This was the original name and is the best option.
YES-FIRST CHOICE- represents the neighborhood and has meaning to the students that live here;builds sense of community with LHS and our city

South Ridge High School - Name denoting the southern portion of district, on a ridge, on which the school is located.
Responses = 293
No Answers Without Comment or Punctuation = 120
Yes Answer Without Comment or Punctuation = 15

2

#3 choice
2nd choice
2nd choice
2nd choice (3 way tie)
2nd Choice. Very memorable name
3rd Choice
Against
Awful

Aye
Bad no meaning
believe there are much better choices.
best option
better than 12 bridges
Boring
Boring and generic
Cardinal directions in a name is not preferred.
Chargers
Choice #3
Choice 3
Dislike
Dislike this one as it lacks honor and respect for our small town.
Doesn't reflect any substance to our amazing community
Don't like this
don't like this
egh not great.
Eh, okay but could be better.
First Vote. I like this name because it is simple and neutral.
Great! South ridge high school of Lincoln!
Has a nice ring to it
HUH? No Thx
I also like South Ridge High it sounds really nice
I am NOT in favor of this name. Lincoln is a small town with a proud history. The Name needs to reflect that.
I don't think there is much of a ridge at the site, and it is a very generic name.
I kind of like to this!
I like it
I like the name South Ridge Highschool
I like this choice
I like this name the best
I like this one too
I like this one!!
I like this one. I've known other Spring Valley HS's, but I haven't heard of Southridge yet.
I love the name. "I went to South" has a nice ring.
I vote for this one
If we are naming it after it's location then name it twelve bridges where it's located
It misses the connection to our town
It's hardly a ridge location

Its ok
It's ok
Just a bad idea
Like
Like
Like it
Like it
Like this
LOVE IT!!
Love!
Makes no sense
Maybe
Maybe
Maybe
Maybe Expansion High School or Rampant High?
Maybe.
Much like Spring Valley, there are many HS named South Ridge.
My vote
my vote is for south ridge
Never heard of it.
Nice name, although it's a subtle ridge.
Nice option
No
No
No
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NO
No
No
No - discriptive but not in a local or historical way
No - no one refers to this area as South Ridge
No boring
No context
No one know what “south ridge” is
NO significant meaning
No!
No!
NO!

No!
No! We don't live in South ridge. South side= poor, rough
No, honor something--not a geographic location.
No, makes it sound like it's in a bad neighborhood
No, while I appreciate the concept, this name sounds gang related to be honest.
No.
No.
No.
No.
No.
No.
No.
No. "South" connects more to Southern California than where it's actually located (Northern).
No. Does not make much sense.
No. We have 12B Elementary and 12B Middle, keep it 12B High School for crying out loud
No. Where in the heck is South Ridge?
NO. Where's North Ridge? South sounds like it is in reference to North. Makes no sense.
No. Why can't we have a naame that ties together qirh the current high school? Lincoln needs to get back to it's roots.
NOOOOO
Nope
Nope
Nope
Nope, Lincoln is north of Sacramento not south. Sounds strange.
Nope.
Not a fan.
Not in favor.
Not representative of Lincoln specially
Ok
Ok
Oposit of north ridge?
Prefer not to name the school after a person, so this is an option I would support
Second choice
second choice
Sounds forced and doesn't flow, but not as bad as the "academy" options, I actually kind of like it.
Sounds good, but though it is on a ridge, it is not much of a ridge.
Sounds like a very Urban name
Sounds like bad kids go here :)
Sounds like something from back East

South (and other directions) can unintentionally create a feeling of divide.

South has a negative connotation
South Ridge High School

south ridge high school

Sure

The other schools are named Twelve Bridges Elem and Middle Schools, why would you not follow suit with the highschool?
Third Choice

This area has never been known for its ridge.

This could be anywhere

This could be ok... South Lincoln might be better
This is a good one.

This is also nice. I like names relating to the are much more than names to honor individuals.

This is my #2 choice

This is my favorite.

This is my number 1 pic!

This is my second choice

This is my selection

This is my third choice. The name sounds nice and the meaning of it is clear.
This is the ok

This is trying too hard to create something. Also, the school is not on a ridge. It is on a downslope next to a greenbelt/low point.

This makes no sense

This name is a easily pronounced prominent name, that describes it by location as well.
This name is fine

This name sounds the best.
This one sounds a bit down grade. Not a fan.

This would be my second choice because it's not very creative but it sounds really strong.

Tonni Clark

Too common a name

Too general

Too many "ridge" schools already

Too vague. Sounds like a Los Angeles school.

Very good choice

Weird.

Who comes up with this stuff?

Who knows this? Not intuitive!

why?

Yes

Yes

Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
yes
YES please
yes, (2nd choice). I prefer to keep the name central to the area.
YES, I LIKE IT!
yes, third choice
Yes. Good simple and fitting.

Terra Vista High School - Based on the terracotta tradition in Lincoln and the location of the high school.
Responses = 342
No Answers Without Comment or Punctuation = 103
Yes Answer Without Comment or Punctuation = 29
#3
"Vista" is already part of the name of several local schools
1st Choice
1st choice
2nd choice
2nd choice (3 way tie)
2nd choice. If another TB school is too confusing, then this would make an excellent option.
3rd choice
3rd choice
3rd Choice
Absolutely No. Terracotta will at some point in history offend someone.
Again, why not just name it McBean High then? Terrible name!
Against

Awful
Barf
Best one so far
Chad.burkey@me.com
Choice #3
Choice #4
Choice 2
Choice 4 if it HAS to be changed
Considered - my favorite since it ties in our the pottery
Dislike
Doesn't make sense No
Doesn't sound that original. Already other schools with that name.
Don't like
Don't t like this one
Don't like
first choice
First choice
First choice
First favorite - TVHS.
Folsomzimmers@comcast.net
Forgettable.
Great name! #1
Great!!!!
had not recall hearing this option. I like it. Unique tie to the area (with terracotta). Top 2 choice.
Hard no
Heck nope
Historic. McBean?
i also like terra vista
I choose this name because it is the true history that made lincoln.
I choose this name.
I don't like this at all.
I don't associate Terra Vista with terra-cotta. Terra is latin for land/earth, but the school doesn't have much of a view.
I don't feel that name fits Lincoln
I don't see the connection between terra Vista and terra Cotta; I doubt that few others would see it either.her.
I like it
I like the idea of honoring the Ceramic traditions of Lincoln
I like this
I like this idea, but wish it was McBean High School or Gladding High School, over terra vista.

I like this name as well. It sounds prestigious
I like this one
I like this one too! family favorite!
I like this one too.
I like this. It is a very strong name.
I love that this name brings in art and industry as well as the location of the school.
I really like this one
I think this name is fitting for the town, and location of the school.
I vote for this name.

If you want to pay homage to Lincoln's terracotta history then the High School name should Include Mcbean. I would be in favor of Mcbean
Indeed, with Gladding, McBean...but Twelve Bridges is on the other side of town.
It isn't located by the clay....
It's a reach
It's ok
ITS OK.
It's ok.
Kind of a stretch for a name.
LHS is closer to the terracotta plant, rename LHS.
Like
Like this
Like this
Like this one
Like this one
Logical in explanation with a nod to tradition
Love the idea that offers part tradition and part inspiration for nature. Two important components that are often overlooked.
Love!
Makes no sense
Maybe
Maybe
Maybe
Maybe
Maybe
maybe
Maybe if it instead referred to gladding in some way
Maybe.
McBean High School
My 2nd choice

My 3rd choice
my favorite
My favorite, incorporates history and beauty
My number 1 choice
My vote.
NAH
Name doesn't feel connected to Lincoln-Gladding McBean would be more of the terracotta tradition.
No
No
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No
No
No - doesn't fit
No comment
No one knows about the terracotta tradition.

NO significant meaning
No thanks
No!
No!
No!
NO!!!
no, it sounds like and reminds me of "Sierra Vista" which is a local mental health hospital.
No, just no. This name screams that it is full of egotistical conceited spoiled children.
No.
No.
No.
No.
No.
No.
No.
No.
NO. Seriously seems too random.
No. Where in the heck is Terra Bista?
Nobody will understand this.
NOOOOO
Nope
Nope
nope
Not my favorite.
Not my favorite.
Oh a clay pot?
ok
Ok.
Ok. It has meaning and is not associated with a person.
Perfectly original
Please No
Reflects Gladding MCBean and the industries it served around the world.
Reminds me of a continuation school name
Second Choice
Second Choice
Second Choice
second choice
second choice

Second vote.

Since Gladding McBean isn't available I like this one
Sounds a strange for a high school, but its my second or third favorite

Sounds elementary.

Sounds like a street name in Del Web

Strong! Fits the vibe of the area well and is original.

Sun Devils

Super no, nonsensical

Terra Vista

Terra Vista

Terra Vista has nothing to do with "terra cotta"

Terra Vista High

Terra Vista High School

Terra Vista High School

Terra Vista High School gets my vote. I think it's unique yet defines the school subtedly and appropriately

Terra Vista High School is the best, it's unique to Lincoln I think this would stand out the most
Terracotta tradition? What are you talking about. Nope

Terrible

That's a streach

There are no other Terra Vista High Schools in California.
There's a lot of difference between terra vista and terracotta. Sounds like the school sits on a vista overlooking the town of Terra.

Third Choice

This also makes no sense
This could be good with historical significance.

This has history and relevance for the town. It has my vote!
This I okay, but doesn't flow as well as Spring Valley or South Ridge.

This is a good one.

This is a great choice. It honors Lincoln while blending a geographic reference.

This is a great name for the school

This is also a nice sounding name that pays tribute to our town.
This is also trying too hard to create something, but better than South Ridge.

this is awful

This is my favorite

This is my number 1 choice

This is terrible. Name it after the location not a rock.

This one is my favorite. Sounds classy.

This should be the new name as it reflects the areas history and not just a person in history

This sounds like a continuation high school

This sounds like a high school in Pacifica (Terra Nova)
This would be my first choice as it honors the town/tradition while being unique. It sounds both welcoming and strong.
This would be my second picafeady has a road
Too esoteric
Top choice
Voting for this one!
We're now naming the high school after a long time business in Lincoln?
When I read this, I never thought of reference to terra-cotta.

Would appreciate the name more if public clay sculptures were to be seen nearby. The clay is often underground, hidden from view.
Yes
Yes
Yes
Yes
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Yes
Yes
Yes
Yes
Yes
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yes
Yes

Yes
Yes
yes - Terra Vista High School (Rattlers would be a good mascot name)
yes vote
yes, this one!
Yes.
Yes. Like the name
Yes. Means something, relates to terrain and view, is different for emergency personnel, and is not connected to man unknown to students.
Yuck!!

Charles L. Wilson High School - In honor of Lincoln's namesake.
Responses = 286
No Answers Without Comment or Punctuation = 122
Yes Answer Without Comment or Punctuation = 10
#2
?? Don't see LINCOLN on the name
2nd choice
2nd choice
2nd choice (since lincoln was named after him; would go with/connect Lincoln HS)
3rd choice
A personal name is delicate: how honorable of a person or how he lived his life in terms of education and treating other people.
Against
Already honores
another dude
As I think of schools with personal names, they tend to be in urban areas and have issues
Better, but still doesn't sound right. Too long.
Charles L Wilson
Charles L Wilson High School
Charles L. Wilson High School
Charles L. Wilson High School
Charles L. Wilson High School
Charles L. Wilson High school
Choice #2
Choice 5 it HAS to be changed
Deserving to have a school named after him
Dislike
Doesn't Wilson have a park in Lincoln?
Don't like

Don't like this in part because Wilson is a very common name.
Don't know who Charles Wilson is.
Don't like
Don't like nameing schools or public buildings after people. As society changes, inocent thing abut people become big issues.
Favorite
First Choice
First Choice
First Preferred Choice.
Generally, I'm not a fan of naming HS's after people. Wilson probably won't generate any political backlash.
Good
Good
Hell No!
Honoring but not easily known.
Honoring the town's namesake would be good.
How about just Wilson High School
I am in favor of this name
I doubt that anyone would make the connection
I feel like namesake's are best for elementary schools, not high schools. It can make it challenging in sports, with mascots and cheers!
I feel Wilson is already overused.
I like it
I like the history of the name
I like the person, but name is too similar to Whitney
I like this name, too - interestingly, you don't see his name around town
I like this one
I like this one as well!
I like this one, but prefer the C.L. Wilson (see below comments).
I like this one, in honor of Mr Wilson
I like this the best of the choices
I like this. It will likely be shortened in conversation to Wilson High
I like.
I prefer this title, to honor a local and keep the traditional "high school" vs the now trendy "academy".
I think its important to honor the men & women who established our community
I vote for this one
If it has to be a Wilson name go with this one.
If the "L" is "Lincoln," then use full name!
indifferent
It's the best one
Like cl wilson better but still a great option

Like it. Unique and no other schools named after Charles Wilson. Ties in Lincoln history.
Lincoln High already pays tribute to this dude.
Love this one!
Love!
More formal that shows respect as opposed to using C.L. Wilson
My 2nd choice.
My first choice, like the history of the name
Name follows naming of Lincoln HS. Same person.
Names are always good. It will always be called Wilson HS
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No more namesakes
No names
No no no!!!
No too long a name.
No!
No!
No! My last name is Wilson and I still wouldn't choose this name!
NO! Stop using peoples names.. Just like the middle school that's going to be built in Lincoln crossing..no no
No, but it's seriously better than the ridiculousness of naming it after our superintendent
No, CLWHS doesn't really flow.
No, would prefer a high school not associated with a person's name.
No.
No.
No.
No.
No.
No.
No. Already named a school after him.
No. Do not name after a person
No. Name it after the location so itsi easily placable on the map. Twelve bridges high school!

No. Not relevant to today's students.
No. We already have a high school named after charles LINCOLN wilson.
Nobody cares
Nope
Nope
Nope again
Nope, don't name it after someone. Name the the field after them if they donate a ton of money
Not bad but will all future high schools use his name in some form?
Not easy for kids, cheers, chants, school spirit type stuff

Not sure which name he went by, but perhaps Lincoln Wilson High School instead, besides the acronym would be long with CLWHS..
Ok but probably will be nicknamed Wilson High which could be confused with Whitney High
Okay
Okay
Oknot sure
People will just call it Wilson High School
Perfect
Racist
Second choice
See above re C.L. Wilson High School
Sticks to the history of Lincoln. Have the mascot Boilermakers for the train that he brought into Lincoln.
Students will not know who this is
Terrible
The City and high school is named after Lincoln already!
The City and the other High School are enough to be named after him.
The City of Lincoln and Lincoln High School already honor Lincoln's namesake.
The would be my pick since this in Lincoln
This is a third place vote from me
This is my second choice
This is my second choice.
This is my second favorite of the list.
This is my the best of the lot.
This is the best one! Please stop trying to use charter or academy. It sounds elitist. Call it what it is, a high school.
This name is fine
this one is ok but not top 3.
This one makes the most sense. We would have one high school named after the city and the other named after its founder.

This would be great, as it ties into the history of our town, connects it to Lincoln. So both schools are named for the same person

This would be my second choice behind Twelve Bridges HS.
This would be my second option
To long
Too long
Too long
Too many Wilson High Schools.
Too wordy
Ugh. Not unless the board INSISTS that it can't be TBHS. Lincoln's namesake is the only name worth a high school. CLWHS - so complicated.

Way too many letters for the high school's abbreviations! If you go to Lincoln High School, it's LHS. Our kids will be going to CLWHS?
We already have a high school named after the town's name sake.
We already have a school with his name. Lincoln high.
We like this one too because it honors Lincoln's history and a community member.
What is Lincoln's namesake?
Wilson High School, to which it will be inevitably referred, does not make me think of Lincoln's namesake.
Would prefer a name with a community feel, not based on one specific person or family
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
yes
yes
Yes
Yes - great choice (number 2 for me)
Yes #1
Yes I like this the best. Honors someone
yes vote
Yes!
Yes! This is the best choice.
Yes, 1st choice, we like this one
Yes, this is hte best choice. An honoring of the city's heritage.
Yes, we like this name...or maybe just Wilson High School
Yes. Very fitting, classy, and respectable.

James E. Fowler High School - Based on a native son of Lincoln who lived his entire life in the community – graduating from LHS – a veteran who made the ultimate sacrifice, dying in the 2nd Battle of the Marine, in France, during WWI
Responses = 343
No Answers Without Comment or Punctuation = 123
Yes Answer Without Comment or Punctuation = 17

#2 choice
#3
1st choice
2nd choice
2nd choice
2nd favorite
2nd favorite
2nd pick
3rd choice
4th choice
A good second choice
A name known through out the area, and has history.
Again... why make complicated, non-intuitive name?
Against
Already has a road named after him that is no where near the school
Also way too many letters for the school abbreviations. JEFHS. Please no!
Also, naming the new HS after a hometown hero would be equally as good as the town's namesake.
Another good suggestion.
Bad no meaning
Best Choice!
Boring
Bridges Thunder HS
Choice #1
Choice 3 if it HAS to be changed
Cool story. I'd say it's my third choice.
Dislike
ditto
Do not name after people
Don't like

Don't like this one
Don't they own a business in Lincoln? Now I see what is happening powerful families in Lincoln want the HS name!
Don't like this.
Don't lime
First Choice
Fowler Freedom Fighters!
Fowler H.S..
Fowler High or Academy would be better than James E. Fowler... "JEFS" is similar to GEMS
Fowler is a long time name and should be remembered.
Fowler is our second choice as this would be an appropriate honor for a veteran and we would be proud to have our sons go this high school.
Fowler Mustangs
Good
Good choice
Good choice if we want to honor an important figure
Good lord no.
Good, but I think the Wilson tie into the town's namesake is better.
Great idea also
Great Tribute to a hero and true patriot!
Hard not to say this is a front runner in the name choice. I would be an honor to having a veteran honored forever with this name.
Historical reference good, but not relevant to today's students.
Honor a local Hero
Honor ouor local Heros
How about a real "native son": Nisenan H.S.
I am a proud supporter of our millitary but I am not in favor of this name.
I don't know enough about Mr. Fowler to vote yes.
I enjoy honoring a veteran, a LHS graduate, and a native son.
I like Fowler High
I like the tie to Lincoln and our Lincoln/US history. Could view as helping honor all our veterans. Top 2 choice.
I like this
I like this
I like this - also the shorter Fowler High. Just seems very Lincoln
I like this name, esp since my son is coached by Mr. Fowler
I like this one
I like this one to
I like.
I love the meaning of this name but do not like the idea of a person's name and initials included. It's too much.
I love the sentiment, but naming it after a LHS graduate seems unwise considering the schools will become major rivals of each other.

I select this name for the highschool
I vote for JAMES E FOWLER
I vote this one
I would vote for the name James E. Fowler for the high school to be constructed adjacent to the Twelve Bridges Library.
If we want to honor veterans, why chose just one from 100 years ago. Name it Memorial HS and list everyone from the area who died on a wall.
If you feel you gotta change it this is the best of the options.
I'm voting for James E. Fowler who died for our country.
In Honoring our Local Heros
It's ok
I've heard nothing but good things about this man. This one has my vote!
James E Fowler
James E Fowler
James E Fowler
James E Fowler High School
James E Fowler High School
James E Fowler High School
James E Fowler High School
James e Fowler HS
James E Fowler HS
James E Fowler please
James E. Fowler
James E. Fowler
James E. Fowler H.S. Yes!
James E. Fowler High School
James E. Fowler High School
James E. Fowler HS
James E. Fowler is my choice
James Fowler
Just Fowler High School would sound cool
Lets keep the tradition of honoring military.
Lincoln was built by families who settled and stayed in Lincoln. J.E. Fowler sacrifice his life so that legacy could continue.
Love Fowler! Great idea!
Love Vets but he is not the only one.
Love!
Makes sense. Honoring and definately Lincoln!
Mark fowler i say
Maybe

Maybe.

Might get confused with Fowler HS in Fowler, Ca.
My second choice, like the history of the name

Nice idea, but first time I've heard of him in the seven years I have lived here.

Nice thought but there are lot's of Vets without school names

No
No
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No - ;lots of Fowlers in the world
No more namesakes
No names
No names!!
No on JEFHS.
No too long a name
No!
No!
No, sorry, appreciate his service but the name Fowler just doesn't run well off the tongue.
No, would prefer a high school not associated with a person's name.
No.
No.
No.
No.
No. Do not name after a person
No. Name the football field after him not the school.
No. this sounds like an inner city school that is rough and dangerous. Go with location.
Nobody cares
Nope
Nope, don't name it after someone. Name the the field after them if they donate a ton of money.
Not a fan of naming HS's after people. But this guy seems very likable and a genuine hero.
Not sure
Ok

Perfect name
Please, please use this one. 1st place vote
Prefer the other choices. Best is Twelve Bridges High School.
Same as above, hard for school spirit type stuff
second choice
Second Choice
Second choice for historical significance and honor
Second choice.
Second place
Second Preferred Choice
Sure it is good
Thank you for your service
Thank you James E Fowler
The Fowlers are one of the many longtime families but there are hundreds of longtime families in Lincoln. Why ahould one be recognized more
Third Choice
third choice
Third choice. Though the idea of Fowler High isn't great.
This is a bad idea. Makes it seems as if the Fowler family is more important that your family or my family.
This is a good one. I vote for this.
This is a great name for historical purposes!
This is also a good name and represents Lincoln very well.
This is good
This is it.... Honor a local hero
This is my third choice
This is really sweet, but I do feel high schools with names in the title are cliche. Name a building after him tho.
This is the best choice, recognizing not only the sacrifice this young soldier made, but the legacy of the Fowler Family in Lincoln
This is the most historically beneficial to our students. It is important, as Lincoln grows, where we came from.
This is the one, honor a local HERO!
This is the second best of the lot.
This one
This one is perfect
This one sounds the best she makes sense
This one!
This one!
This one.
This would also be great.
This would be a great name for the new elementary school off Caledon - way more prominence than the superintendent's name

This would be an honor for a hero. I also like this submission
This would be my second choice.
This would be ok, but not as strong as a connection as Wilson HIgh.
This! Yes This!

Too long
Too long
Too wordy
Vote
We like this one too because it honors Lincoln's history and a community member.
What about just Fowler High School
While I appreciate the sentiment of naming the school after Mr. Fowler, I suspect other Lincolnites have similar backgrounds.
Whore
Would be acceptable as a second choice.
Would prefer a name with a community feel, not based on one specific person or family
Would prefer this name
Yes
Yes
Yes
Yes
Yes
Yes
yes
YES
YES
yes
Yes
Yes
Yes
Yes
Yes
Yes
yes
YES
Yes - I am a Fowler decendant and this would be a great honor to James for his sacrifice.
Yes #2
Yes second choice
Yes to this !!

Yes to this !!
Yes!
Yes!
Yes!
Yes! This would be the perfect choice.
Yes!!!
Yes!!!
Yes, this is it!!! Finally some historical reference.
Yes.
Yes.
Yes. Honor this native son and Veteran!
Yes. James E. Fowler High School
Yes. My second choice
yet another dude

C.L. Wilson High School - In honor of Lincoln's namesake.
Responses = 274
No Answers Without Comment or Punctuation = 127
Yes Answer Without Comment or Punctuation = 10
1st choice
2nd Best Option
2nd choice
2nd Choice
Again absolutely No.
Again don't see LINCOLN in the name
again it will always be called wilson
Again, don't like the initials.
Again, no, the name should be Twelve Bridges HS.
Again, Wilson High would be fine. Why all of the initials for the name?
Against
Already honored
Also a good name for an important man
And this one!
Another good suggestion for the elementary school instead of after a sitting superintendent.
Choice 2 if it HAS to be changed.
CLWHS. Too many abbreviations. I know it's not the most important factor, but it should be something to think about.
Connection difficult but warrants a look up to know connection.
Dislike

ditto
Don't like
Don't like this in part because Wilson is a very common name.
Don't ike to name after people. Can become controversal in future.
Don't know who Charles Wilson was.
Don't like
Dont like C.L. and what is Lincoln's namesake
For the love of God, Nope
Good
Good choice
guess you can't think of any females, eh?
Hell No! He was a Rail Road President and did great harm to the people that he worked for low wages.
Historical reference good, but not relevant to today's students.
How about - Twelve Bridges High
How about just Wilson High School
I am in favor of this name
I believe this is the best choice. It brings in Lincolns history and is something everyone can be proud of. Go Fairy Shrimp!!!
I can't make the connection
I don't like this
I don't think a school should honor a person. It ignores the contributions of so many others.
I just don't like any of the C.L. Wilson options.
I like it
I like the person, but name is too similar to Whitney
I like this as well
I like this name, too
I like this one as it mimics the style of C.C. Coppin and pays tribute to our namesake.
I think the new school should be Lincoln Jr Zebras High School since we all ready have an high school in lincoln
I would like to suggest naming the school for the first president of the teachers union.
If it's a high school, i believe incorporating that into the name should be prominent.
Is this a joke? How many times can you put a different version of Wilson on here. It's like vote for Hillary R. , Hillary Clinton or H.R.C
Isn't this the same but with initials? Full name is better
It's not preferred to initial the first name.
just Wilson High School would be good
just Wilson High school, drop the CL
like Charles L. Wilson better
Like it, but I like the Charles L. Wilson version better
Like the history of the name
Love this!

Maybe
Maybe.
Meh.
Might as well spell out Charles L Wilson. It will be referred to as Wilson anyway.
My 2nd vote
My vote for the HS. Unites the town and represents Lincoln.
Nah
Namesake??? Wilson?
Naming it after a name instead of location sounds like an inner city school that is rough and dangerous.
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No different that spelling out the first name
No more namesakes
No names
No too long a name.
No!
No!
No! Go with the first name as opposed to initials if you want to honor someone
No! We have TB elementary and TB middle... should be TB High!
No!!!!
No, we already have a high school named after Lincoln's namesake
No.
No.
No. CLWHS seems a little much.
No. Do not name after a person
No. There is already a high school named after c. LINCOLN w.

Nobody cares
Nope
Nope, don't name it after anyone. Name the the field after them if they donate a ton of money
Nope.
Not a fan of C.L. would prefer the full name as listed above.
Not sure what name he went by, but I think Lincoln Wilson High School could be better...and the acronym would have one extra letter: CLWHS
No-too abbreviated.
Ok, but Charles L. Wilson High sounds better.
Ok, but I like the full name inclusion above.
Okay
Okay
People will just call it Wilson High School
Prefer Charles L. Wilson High School
Prefer Twelve Bridges.
Racist
Same as above
Same as Charles L Wilson in my opinion
Same as charles l wilson.1st pick
Second pick
See above re C.L. Wilson High School.
See earlier response.
Sounds like that name belongs in Sacramento & once again stop using peoples names for schools
Terrible
That would be ok
The City and high school is named after Lincoln already!
The City and the other High School are enough to be named after him.
These names are such an exaggeration of unnecessary jarble! It's TWELVE BRIDGES HIGH!
Third Preferred Choice
This is a 4th place vote from me.
This is my choice
This is my first choice
This is my second choice
This is my vote.
This one
This one is "okay"
this one is ok but not top 3.
This one- perfect Lincoln connection while still its
This represents Lincoln

Too long
Too wordy
Twelve Bridges Academy
Twelve Bridges High School
Twelve Bridges High School
We already have a high school named after the town's name sake.
We already have a school with his name. Lincoln high.
We like Charles L. Wilson better than C.L.
We need to honor our past
Why not Wilson High School? Isn't Lincoln High School already named after Charles L. Wilson, though?
Wilson High School, to which it will be inevitably referred, does not make me think of Lincoln's namesake.
Would prefer a name with a community feel, not based on one specific person or family
X
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
yes
yes
Yes #3
Yes good choice
Yes!
Yes, I like the abbreviation on the name.

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 Exhibits/Policies/Regulations

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 7, 2019

ROLL CALL REQUIRED:
No

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

- BP/AR 1312.3 – Uniform Complaint Procedures
- AR 1340 – Access to District Records
- BP/AR 4030 – Nondiscrimination in Employment
- AR 4161.1/4361.1 – Personal Illness/Injury Leave
- AR 4261.1 – Personal Illness/Injury Leave
- BB/E 9323.2 – Actions by the Board

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

wp/rk/factform

POLICY GUIDESHEET

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 1312.3 - Uniform Complaint Procedures
(BP/AR revised)

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

AR 1340 - Access to District Records
(AR revised)

Regulation updated to revise section on "Public Records" to delete legal cite which was repealed pursuant to **NEW LAW (AB 716)** and to include any district or school plan, unless otherwise prohibited by law, as a public record to which members of the public have access. Regulation also updated to reflect the prohibition against disclosing an individual's citizenship or immigration status or religious beliefs, practices, or affiliation to federal government authorities.

BP/AR 4030 - Nondiscrimination in Employment
(BP/AR revised)

Policy and regulation updated to clarify applicability of the policy to nonemployees providing services to the district pursuant to a contract. Policy reflects **NEW STATE REGULATIONS (Register 2018, No. 20)** which add a definition of national origin and make it an unlawful employment practice to inquire into or discriminate against an employee on the basis of immigration status. Policy also reflects **NEW LAW (SB 1300)** which (1) prohibits districts from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or release the right to file a claim against the district for unlawful acts in the workplace, including sexual harassment, and (2) provides that a district may be responsible for any harassment (not just sexual harassment) of employees by nonemployees if the district knows or should have known of the conduct and failed to take action. Regulation revises section on "Measures to Prevent Discrimination" to reflect a requirement, formerly in BP, to post the California Department of Fair Employment and Housing (DFEH) poster on workplace discrimination and harassment and to add the requirement to post the DFEH poster on the rights of transgender employees. Regulation also reflects **NEW LAW (SB 1300)** which authorizes training on bystander intervention.

AR 4161.1/4361.1 - Personal Illness/Injury Leave
(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

UNIFORM COMPLAINT PROCEDURES

Except as the Board of Trustees may otherwise specifically provide in other district policies, these general uniform complaint procedures (UCP) shall be used to investigate and resolve **only** the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4031 - Complaints Concerning Discrimination in Employment)

Compliance Officers

The district designates the individual(s)**, position(s), or unit(s)** identified below as ~~the employee(s)~~ responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s)**, position(s), or unit(s)** also serve as the compliance officer(s) specified in AR 5145.3 – Nondiscrimination/Harassment ~~as the~~ responsible ~~employee(s) to~~ **for** handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The **compliance officer(s)** ~~individual(s)~~ shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Assistant Superintendent of Personnel Services
Western Placer Unified School District
600 Sixth Street, Suite 400, Lincoln, CA 95648
916-645-5293
Email: gsimon@wpusd.k12.**org**

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint ~~if he/she~~ **in which the compliance officer** has a bias or conflict of interest that would prohibit ~~him/her from~~ **the** fair~~ly~~ investigat**ion**~~ing~~ or ~~resolving~~ **resolution of** the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees **assigned** ~~designated~~ to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program,

UNIFORM COMPLAINT PROCEDURES (continued)

applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, ~~T~~the Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures (UCP) to students, employees, parents/guardians **of district students**, ~~the~~ district advisory committee **members**, school advisory committees **members**, appropriate private school officials or representatives, and other interested parties. ~~The notification shall include information regarding the prohibition of discrimination, harassment, intimidation shall include information regarding the prohibition of discrimination, harassment intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075;~~ (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
~~*(cf. 0460 - Local Control and Accountability Plan)*~~
(cf. 1220 - Citizen Advisory Committees)
~~*(cf. 3260 - Fees and Charges)*~~
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
~~*(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)*~~

UNIFORM COMPLAINT PROCEDURES (continued)

The notice shall:

1. ~~Identify the person(s), position(s), or unit(s) responsible for receiving complaints~~ **A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy**

2. ~~Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable~~ **A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint**

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)

3. ~~Advise the complainant of the appeal process, including if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying).~~ **A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities**

4. ~~Include statements that:~~ **A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred**

   ~~a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.~~

   ~~b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline~~

   ~~c. A complaint alleging retaliation, unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.~~

~~d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.~~

~~e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.~~

~~If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.~~

~~f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.~~

~~g. The Board is required to adopt and annually update a local control and accountability plan (LCAP), in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.~~

~~h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.~~

~~i. A foster youth or homeless student, or former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed~~

~~(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency~~

(3) ~~If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1~~

~~j. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision~~

~~In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.~~

~~k. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision~~

~~l. Copies of the district's uniform complaint procedures are available free of charge.~~

5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(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)
(cf. 6175 - Migrant Education Program)

6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints

UNIFORM COMPLAINT PROCEDURES (continued)

7. **A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant**

8. **A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision**

9. **A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable**

10. **A statement that copies of the district's UCP are available free of charge**

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

~~**District Responsibilities**~~

~~All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)~~

~~For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.~~

~~All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation, unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)~~

~~All complainants shall be protected from retaliation.~~

Filing of Complaint

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against ~~requiring students to pay~~ student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by ~~a~~ persons who alleges that ~~he/she~~ **they have** personally suffered unlawful discrimination ~~by a person~~ **or** who believes that an individual or any specific class of individuals has been subjected to ~~it~~ **unlawful discrimination**. The complaint shall be initiated no later than six months from the

UNIFORM COMPLAINT PROCEDURES (continued)

date ~~when~~ **that** the alleged unlawful discrimination occurred, or six months from the date ~~when~~ **that** the complainant first obtained knowledge of the facts of the alleged **unlawful** discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when ~~he/she is~~ not the complainant, requests confidentiality, the compliance officer shall inform ~~him/her~~ **the compliant or victim** that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after ~~the compliance officer receives~~ **receiving** the complaint, ~~he/she~~ **the compliance officer** may informally discuss with all the parties the possibility of using mediation. Meditation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation, unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at anytime.

The use of mediation process does not resolve the problem within the parameters of the law, the compliance officer shall proceed with ~~his/her~~ **an** investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the

actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within ~~five~~ **one** business day of initiating the investigation, the compliance officer shall provide the complainant and/or ~~his/her~~ **complaint's** representative with the opportunity to present the information contained in complaint to the compliance officer and shall notify the complainant and/or ~~his/her~~ representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation, **The compliance officer** ~~He/she~~ shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation, or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents, or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result

UNIFORM COMPLAINT PROCEDURES (continued)

in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

~~The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.~~

~~**Report of Findings**~~ ***Timeline for Final Decision***

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, ~~he/she~~ **the complainant** may, within five business days, file ~~his/her~~ **the** complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

(cf. 9321 – Closed Session Purposes and Agendas)
(cf. 9321.1 – Closed Session Action and Reports)

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

~~In resolving~~ **For** any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent ~~also~~ shall be **informed of any extension of the timeline agreed to by the complainant, shall be** sent the district's **final written** decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

~~The district's decision on how it will resolve the complainant shall be in writing and shall be sent to the complainant. (5 CCR 4631)~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the decision or affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.~~

~~If the complaint involves a limited English proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In other all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.~~

For all complaints, the **district's final written** decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:

    a. Statements made by any witnesses

    b. The relative credibility of the individuals involved

    c. How the complaining individual reacted to the incident

    d. Any documentary or other evidence relating to the alleged conduct

    e. Past instances of similar conduct by any alleged offenders

    f. Past false allegations made by the complainant

2. The conclusion(s) of law

3. Disposition of the complaint

4. Rationale for such disposition

    For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

UNIFORM COMPLAINT PROCEDURES (continued)

The determination of whether a hostile environment exists may involve consideration of the following:

a. The manner in which the misconduct affected one or more students' education

b. The type, frequency, and duration of the misconduct

c. The relationship between the alleged victim(s) and offender(s)

d. The number of persons engaged in the conduct and at whom the conduct was directed

e. The size of the school, location of the incidents, and context in which they occurred

f. Other incidents at the school involving different individuals

5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

a. The corrective actions imposed on the respondent

b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.

c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the

complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. **The complainant** ~~He/she~~ may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies, training for faculty, staff, and students, updates to school policies, or school climate surveys.

(cf. 5137 – Positive School Climate)

For complaints involving retaliation, unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but not limited to, the following:

UNIFORM COMPLAINT PROCEDURES (continued)

1. Counseling

(cf. 6164.2 – Guidance/Counseling Services)

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

~~9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint~~

For complaints involving retaliation, unlawful discrimination (such as discriminatory harassment, intimidation or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

(cf. 6164.5 – Student Success Teams)

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

(cf. 6145 – Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 5144 – Discipline)
(cf. 5144.1 – Suspension and Expulsion/Due Process

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to the including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, ~~I~~if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision **on a complaint regarding any specified federal or state educational program subject to UCP** may file an appeal in writing to the CDE within 15 calendar days of receiving the district's decision. ~~(Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075;~~ (5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

UNIFORM COMPLAINT PROCEDURES (continued)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, ~~he/she, in~~ the **respondent, in the** same manner as the complainant, may file an appeal with the CDE.

Upon notification by the CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the written decision

3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision

4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator

5. A report of any action taken to resolve the complaint

6. A copy of the district's uniform complaint procedures

7. Other relevant information requested by the CDE

ACCESS TO DISTRICT RECORDS

~~Records Open to the Public~~ *Definitions*

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580 - District Records)
(cf. 9012 - Board Member Electronic Communications)

Writing means any handwriting, typewriting, printing, photostating, photographing, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

Member of the public means any person, except a member, agent, officer, or employee or a federal, state, or other local agency acting within the scope of ~~his/her~~ **such** membership, agency, office, or employment. **(Government code 6252)**

Public Records

Public records to which members of the public shall have access include, but are not limited to:

1. The proposed and approved **district** budgets and annual audit (Education Code 41020, 42103)

(cf. 3100 - Budget)
(cf. 3460 – Financial Reports and Accountability)

2. Statistical compilations

3. Reports and memoranda

4. Notices and bulletins

5. Minutes of public meetings (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

6. Meeting agendas (Government Code 54957.5)

(cf. 9322 - Agenda/Meeting Materials)

7. Official communications between the district and other governmental agencies

ACCESS TO DISTRICT RECORDS (continued

8. ~~School-based program plans (Education Code 52850)~~ **District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law**

(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
~~*(cf. 0420.1 - School-Based Program Coordination)*~~
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 7110 - Facilities Master Plan)

~~9. Information and data relevant to the evaluation and modification of district plans~~

~~*(cf. 0440 - District Technology Plan)*~~
~~*(cf. 0520.2 - Title I Program Improvement Schools)*~~
~~*(cf. 0520.3 - Title I Program Improvement Districts)*~~

9.~~10~~ Initial proposals of exclusive employee representatives and of the district (Government Code 3547)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

~~1~~**10.** ~~Claims filed against the district and~~ ~~r~~**R**ecords pertaining to ~~pending~~ **claims and** litigation **against the district which have been adjudicated or settled** (Government Code **6254,** 6254.25) ~~; Fairley v. Superior Court; 71 Ops.Cal.Atty.Gen. 235 (1988))~~

(cf. 3320 - Claims and Actions Against the District)

11.~~2~~ Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)

(cf. 9270 - Conflict of Interest)

12. Documents containing names, salaries, and pension benefits of district employees

13. Employment contracts and settlement agreements (Government Code 53262)

(cf. 2121 - Superintendent's Contract)
(cf. 4117.5/4217.5/4317.5 - Termination Agreements)
(cf. 4141/4241 - Collective Bargaining Agreement)

14. Instructional materials including, but not limited to, textbooks (**Education Code 49091.10)** ~~64 Ops.Cal.Atty.Gen. 186 (1981))~~

ACCESS TO DISTRICT RECORDS (continued)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Access to public records of the district shall be granted to Board members on the same basis as any other member of the public. When Board of Trustees **are authorized** ~~shall have the ability~~ to access public records ~~permitted by law~~ in the administration of their duties, **the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available.** ~~or open to inspection by members of the public.~~ (Government Code 6252.5, **6252.7**)

~~The Superintendent or designee shall ensure that any record containing personal information is redacted to ensure that such information, including, but not limited to, an employee's home address or social security number, is not disclosed to the public.~~

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)

Confidential *Public* Records

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)

(cf. 5145.13 - Response to Immigration Enforcement)

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, interdistrict or intradistrict memoranda which are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

2. Records specifically **generated in connection with or** prepared for **use in** litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, ~~are confidential,~~ until the litigation or claim has been

ACCESS TO DISTRICT RECORDS (continued)

finally adjudicated or otherwise settled, **or beyond, if** ~~unless~~ the records are protected by some other provision of law (Government Code 6254, 6254.25) ~~; Fairley v. Superior Court; 71 Ops.Cal.Atty.Gen. 235 (1988))~~

3. Personnel records, medical records, ~~student records,~~ or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

(cf. 4112.5/4212.5/4312.5 – Criminal Record Check)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
~~*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*~~
~~*(cf. 5125 - Student Records)*~~
~~*(cf. 5125.1 - Release of Directory Information)*~~

The home addresses and home telephone numbers**, personal cell phone numbers, or birth date** of employees may be disclosed only as follows: (Government Code 6254.3)

a. To an agent or a family member of the employee

b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties

c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, **except that the home address and any telephone number for an** ~~unless the~~ employee **who** performs law enforcement-related functions or **the birth date of any employee, shall** ~~requests in writing that the information~~ not be disclosed

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.

(cf. 4140/4240/4340 - Bargaining Units)

d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

(cf. 4154/4254/4354 - Health and Welfare Benefits)

ACCESS TO DISTRICT RECORDS (continued)

4. Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 5125.3 - Challenging Student Records)

~~4~~**5**. Test questions, scoring keys and other examination data except as provided by law (Government Code 6254)

(cf. 6162.51 – ~~Standardized~~ ***State Academic Achievement*** *Testing ~~and Reporting Program)~~*
~~(cf. 6162.52 – High School Exit Examination)~~

~~5~~**6**. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)

~~6~~**7**. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information (Government Code 6254)

~~7~~**8**. Library circulation and patron use records of a borrower or patron including, but not limited to, ~~his/her~~ name, address, telephone number, email address borrowing information, or use of library information resources**, except when disclosure is to persons acting within the scope of their duties in the administration of the library, to persons authorized in writing by the individual to whom the records pertain, or by court order** (Government Code 6254**, 6267**)

(cf. 6163.1 - Library Media Centers)

~~8~~**9**. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)

(cf. 9124 – Attorney)

~~9~~**10**. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)

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

ACCESS TO DISTRICT RECORDS (continued)

11~~0~~. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of school districts (Government Code 6253.5)

(cf. 9223 - Filling Vacancies)

~~1~~**12.** Minutes of Board meetings held in closed session (Government Code 54957.2)

(cf. 9321 - Closed Session Purposes and Agendas)

13.~~2~~ Computer software developed by the district (Government Code 6254.9)

14.~~3~~ Information security records, the disclosure of which would reveal vulnerabilities to, or **otherwise** increase potential for an attack on, the district's information technology system (Government Code 6254.19)

15.4 Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)

(cf. 5141.6 – School Health Services)

16.~~5~~ Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

17.~~6~~ **Any other** ~~R~~records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not ~~making~~ **disclosing** the record ~~public~~ clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

Inspection of Records and Requests for Copies

Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of his/her determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual

ACCESS TO DISTRICT RECORDS (continued)

circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request

2. The need to search for, collect and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request

3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request

4. In the case of electronic records, the need to compile data, write programming language or a computer program, or to construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records ~~are~~ **shall be** open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by ~~every~~ **any** person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)

ACCESS TO DISTRICT RECORDS (continued)

If any person requests a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals

2. The request would require data compilation, extraction, or programming to produce the record

Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, ~~he/she shall assisted~~ the requester **shall be assisted** in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

   If after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist

3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the Public Records Act shall not be construed so as to delay **or obstruct the** ~~access for purposes of~~ inspect**ioning** **or copying of public** records. ~~open to the public.~~ Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

NONDISCRIMINATION IN EMPLOYMENT

The Board of Trustees is determined to provide ~~district employees and job applicants~~ a safe, positive environment where **all district employees** ~~they~~ are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. **For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district provide services, as applicable.** ~~The Board prohibits district employees from discriminating against or harassing any other district employees or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex or sexual orientation.~~

(cf. 1240 - Volunteer Assistance)
(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 4111/4211/4311 - Recruitment and Selection)
~~*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*~~

~~The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.~~

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 – Nondiscriminiation in District Programs and Activities)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it is necessary to comply with federal immigration law. (2 CCR 11028)

~~Prohibited discrimination on the basis of religious creed includes discrimination based on an religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure to refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the district shall not accommodate an employee's religious dress practice or religious~~

NONDISCRIMINATION IN EMPLOYMENT (continued)

~~grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.~~

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. **Discrimination in hiring, compensation, terms, conditions, and other privileges of employment**

~~*(cf. 4032 – Reasonable Accommodation)*~~
(cf. 4151/4251/4351 – Employee Compensation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

~~Prohibited sex discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical conditions.~~

~~Harassment consists of unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.~~

2. **Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training**

3. **Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment**

4. **Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:**

   a. **Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status**

(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

   b. **Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on**

NONDISCRIMINATION IN EMPLOYMENT (continued)

the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

c. Requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

(cf. 4032 - Reasonable Accommodation)

The Board also prohibits retaliation against any district employee ~~or job applicant~~ who opposes any discriminatory employment practice by the district or its employee, agent, or representative or who complains, testifies, assists, or in any way participates in the district's complaint procedures pursuant to this policy. No employee ~~or job applicant~~ who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; **2 CCR 11028**)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment or other unlawful employment practices. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, **including harassment of any employee by a nonemployee,** shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to

NONDISCRIMINATION IN EMPLOYMENT (continued)

report such incidents to their supervisor immediately. The district shall protect any employee who does report such incidents from retaliation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy,~~. He/she shall~~ **including** provid**inge** training and information to employees about how to recognize harassment and discrimination, **or other related conduct,** how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels or coerces another to engage or attempt to engage in such behavior, be in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 – Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
CIVIL CODE
51.7 Freedom from violence or intimidation
GOVERNMENT CODE
11135 Unlawful discrimination
11138 Rules and regulations
12900-12996 Fair Employment and Housing Act, ***especially:***
12940-12952 Unlawful employment practices
12960-12976 Unlawful employment practices; complaints
PENAL CODE
422.56 Definitions, hate crimes
CODE OF REGULATIONS, TITLE 2
~~*7287.6 Terms, conditions and privileges of employment*~~
11006-11086 Discrimination in employment, especially:
11013 Recordkeeping
11019 Terms, conditions and privileges of employment

Legal Reference: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Legal Reference: (continued)

11023 Harassment and discrimination prevention and correction
11024 Sexual harassment training and education
11027-11028 National origin and ancestry discrimination
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments 1972
UNITED STATES CODE, TITLE 29
621-634 Age Discriminiation in Employment Act
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964, ***as amended***
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age discrimination in federally assisted programs
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
100.6 Compliance information
104.7 Designation of responsible employee for Section 504
104.8 Notice
106.8 Designation of responsible employee and adoption of grievance procedures
106.9 Dissemination of policy
110.1-110.39 Nondiscrimination on the basis of age
COURT DECISIONS
Thompson v. North American Stainless LP, (2011) 131 S. Ct. 863
Shephard v. Loyola Marymount (2002) 102 CalApp.4th 837

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLMENT AND HOUSING PUBLICATIONS
California Law Prohibits Workplace Discrimination and Harassment, ~~*December 2014*~~
Transgender Rights in the Workplace
Workplace harassment Guide for California Employers
Your Rights and Obligations as a Pregnant Employee
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
EEOC Compliance Manual
Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
~~*Questions and Answers: Religious Discrimination in the Workplace, 2008*~~
~~*New Compliance Manual Section 15: Race and Color Discrimination, April 2006*~~
~~*Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors,*~~
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Equal Employment Opportunity Commission: http://www.eeoc.gov

NONDISCRIMINATION IN EMPLOYMENT

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1240 - Volunteer Assistance)
(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 4032 - Reasonable Accommodation)

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent of Personnel Services
(position title)
600 Sixth Street, Suite 400, Lincoln, CA 95648
(address)
(916 645-6350
(telephone number)
gsimon@wpusd.k12.org
(e-mail)

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation ~~against~~ **in** district employ**ment**~~ees~~, ~~volunteers, interns, and job applicants,~~ the Superintendent or designee shall implement the following measures:

1. **Display in a prominent and accessible location at every work site where the district has employees and post electronically on computers in a conspicuous location, the California Department of Fair Employment and Housing (DFEH) posters in regard to workplace discrimination and harassment and the rights of transgender employees (Government Code 12950)**

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

~~1~~2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information **by:**~~, to employees, volunteers, interns, job applicants, and the general public by:~~ (5 CCR 4960; 34 CFR 100.6, 106.9)

NONDISCRIMINATION IN EMPLOYMENT (continued)

a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

b. Posting them in all district schools and offices, including staff lounges and other prominent locations

c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4111/4211/4311 - Recruitment and Selection)

3. Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)

a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return

b. Sending the policy via email with an acknowledgment return form

c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

d. Discussing the policy with employees upon hire and/or during a new hire orientation session

e. Any other way that ensures employees receive and understand the policy

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

~~2~~4. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior

~~3~~5. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially

NONDISCRIMINATION IN EMPLOYMENT (continued)

problematic behaviors and motivates them to take action when they observe such

~~*(cf. 1240 - Volunteer Assistance)*~~
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

~~6.~~ Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

Complaint Procedure

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant ~~who is an employee shall~~ **may** inform ~~his/her~~ **a direct** supervisor**, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The employee's direct supervisor may be by passed in filing a complaint where the supervisor is the subject of the complaint.** ~~However, if the supervisor is the person against whom the employee is complaining, the employee shall inform the coordinator or the Superintendent. A job applicant shall inform the coordinator or the Superintendent or designee.~~

   The complainant may file a written complaint in accordance with this procedure, or ~~if he/she is an employee,~~ may first attempt to resolve the situation informally with ~~his/her~~ **the employee's** supervisor.

   A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

   The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

~~*(cf. 0410 - Nondiscrimination in District Programs and Activities)*~~

NONDISCRIMINATION IN EMPLOYMENT (continued)

~~*(cf. 4032 - Reasonable Accommodation)*~~
~~*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*~~

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the **alleged discriminatory or harassing** behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

   The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the **investigation of the** allegations will be **fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be** kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

   If the coordinator determines that a detailed fact-finding investigation is necessary, ~~he/she shall begin~~ the investigation **shall begin** immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

   The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

   When necessary to carry out ~~his/her~~ **the** investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

   The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents ~~do not occur~~ **are prevented**. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of ~~his/her~~ **the** findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the **parties** ~~complainant~~ and explain the reasons for the extension.

NONDISCRIMINATION IN EMPLOYMENT (continued)

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, **provide appropriate options for remedial actions and resolutions for** ~~correct the effect on~~ the complainant, and ensure that retaliation or further discrimination or harassment **is prevented.** ~~does not occur.~~ The report shall be presented to the ~~complainant, the person accused, and the~~ Superintendent or designee.

A summary of the findings shall be presented to the complaint and the person accused.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

PERSONAL ILLNESS/INJURY LEAVE

Certificated employees employed five school days a week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave), per school year of service. Employees who work less than five days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who is entitled to less than three days of paid sick leave **per year** due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if ~~he/she is~~ **they are** eligible. (Education Code 44978; Labor Code 245-249)

(cf. 4161/426/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment; quarantine which results from contract **in the course of employment** with other persons having a contagious disease; ~~during the employee's performance of his/her duties;~~ or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

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

2. Pregnancy, miscarriage, childbirth and related recovery (Education Code 44965, 44978)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

PERSONAL ILLNESS/INJURY LEAVE (continued)

7. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee, or ~~his/her~~ **the employees** child, when the employee has been a victim of domestic violence, sexual assault, or stalking **(Labor Code 233, 246.5)**

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave ~~he/she~~ **that** would **be** accrued during six months at ~~his/her~~ **the employee's then** current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, ~~he/she~~ **the employee** may request that the district transfer ~~his/her~~ **any** accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days

PERSONAL ILLNESS/INJURY LEAVE (continued)

per week shall be entitled to such leave in proportion to the time ~~he/she~~ work**eds**. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of ~~his/her~~ **the** disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives **the** ~~his/her~~ disability rating decision, ~~he/she~~ **the employee** shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the district of ~~his/her~~ **the** need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which ~~he/she~~ **the employee** intends to return to work. If **the employee** fails~~ure~~ to ~~so~~ notify the district **and the failure** results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 – Temporary/Substitute Personnel)

Continued Absence after Available Sick Leave is Exhausted/Differential Pay

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or **accident** ~~injury~~, continues to be absent ~~from his/her duties~~ for an additional period **of** up to five school months, the **district shall deduct from the** employee**'s regular salary for that period** ~~shall receive his/her regular salary minus~~ the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the

PERSONAL ILLNESS/INJURY LEAVE (continued)

amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or ~~injury~~ **accident**. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to ~~resume his/her duties~~ **return to work** after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, ~~he/she~~ **the employee** shall be returned to employment in a position for which ~~he/she~~ **the employee** is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

Parental Leave

During each school year, certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. **(Education Code 44977.5)**

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay **of at least 50 percent of the employee's regular salary** for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to ~~his/her~~ **the employee's** immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the ~~medical condition of the employee. The report shall include a statement as to the~~ employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and ~~shall~~ not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from ~~his/her~~ **a** physician stating that ~~he/she~~ **the employee** is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

PERSONAL ILLNESS/INJURY LEAVE (continued)

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

   a. That an employee is entitled to accrue, request, and use paid sick days

   b. The amount of sick days provided by Labor Code 245-249

   c. The terms of use of paid sick days

   d. That discrimination or retaliation against an employee for requesting **and**/or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against ~~him/her~~ **the employee**

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE
44964 Power to grant leave of absence in case of illness, accident or quarantine
44965 Granting of leaves of absence for pregnancy and childbirth
44976 Transfer of leave rights when school is transferred to another district
44977 Salary deduction during absence from duties up to five months after sick leave is exhausted
44977.5 Differential pay during paternity leave up to 12 weeks after sick leave is exhausted
44978 Provisions for sick leave of certificated employees
44978.1 Inability to return to duty; placement in another position or on reemployment list
44978.2 Leave for military service connected disability
44979 Transfer of accumulated sick leave to another district
44980 Transfer of accumulated sick leave to a county office of education
44981 Leave of absence for personal necessity
44983 Exception to sick leave when district adopts specific rule
44984 Industrial accident or illness
44986 Leave of absence for disability allowance applicant
GOVERNMENT CODE
12945.1-12945.2 California Family Rights Act
12945.6 Parental leave
LABOR CODE
220 Sections inapplicable to public employees
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
234 Absence control policy
245-249 Healthy Workplaces, Healthy Families Act of 2014
CODE OF REGULATIONS, TITLE 5
5601 Transfer of accumulated sick leave
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, as amended
UNITED STATES CODE, TITLE 42
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.702 Family and Medical Leave Act of 1993
1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008
COURT DECISIONS
Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

Regulation
approved: September 4, 2007
revised: November 18, 2014
revised: August 2, 2016
revised: May 2, 2017
revised: May 1, 2018
revised: May 7, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days per week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee who~~se~~ ~~work hours~~ are ~~so few as to~~ entitle**d** ~~him/her~~ to less than 24 hours of paid sick leave per fiscal year **due to the amount of time worked** shall be granted sick leave pursuant to Labor Code 246, if ~~he/she is~~ **they are** eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261 - Leaves)
(cf. 4161.9/4261.9/4361.9 – Catastrophic Leave Program)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact **in the course of employment** with other persons having a contagious disease ~~during the employee's performance of his/her duties~~ (Education Code 45199)

2. Pregnancy, childbirth and recovery (Education Code 45193)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity as specified in Education Code ~~(Education Code~~ 45207~~)~~

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical or dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4261.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

7. Need of the employee or ~~his/her~~ **the employee's** family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or ~~his/her~~ **the employee's** child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave ~~he/she~~ **that** would accrue**d** during six months at ~~his/her~~ **the employee's then** current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave**, or the proportionate amount to which the employee may be entitled,** until ~~he/she~~ **the first day of the month after the employee** has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of ~~his/her~~ termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if ~~he/she~~ **the employee** accepts employment in another district, county office of education, or community college district within one year of the termination of employment, ~~he/she~~ **the employee may** ~~shall be entitled to~~ request that the district transfer ~~his/her~~ **any** accumulated sick leave to ~~his/her~~ **the** new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for his/her military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time ~~he/she~~ work**eds**. (Education Code 45191.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of ~~his/her~~ **the** disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives ~~his/her~~ **the** disability rating decision, ~~he/she~~ **the employee** shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of ~~his/her~~ **the** need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Each year, regular classified employees shall be credited with no fewer than 100 working days of paid sick leave for personal illness or injury, including current-year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Parental Leave

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. **(Education Code 45196.1)**

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay **of at least 50 percent of the employee's regular salary** for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to **return to work** ~~resume his/her duties~~ after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes **medically** able, **the employee shall** ~~to resume the duties of his/her position, he/she~~ shall be offered reemployment in the first vacancy in the classification of ~~his/her~~ **the employee's** previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to ~~his/her~~ seniority. (Education Code 45195)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from ~~his/her~~ **a** physician stating that ~~he/she~~ **the employee** is able to return and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of ~~his/her~~ **their** employment shall **be entitled to one hour of paid sick leave for every 30 hours worked.** ~~accrue, on a regular basis, paid sick leave of up to 24 hours.~~ Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246

PERSONAL ILLNESS/INJURY LEAVE (continued)

Any short-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. ~~His/her~~ **The employee's** own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or ~~his/her~~ **the employee's** child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

    a. That an employee is entitled to accrue, request, and use paid sick days

    b. The amount of sick days provided by Labor Code 245-249

    c. The terms of use of paid sick days

    d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

PERSONAL ILLNESS/INJURY LEAVE (continued)

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

(cf. 4112.9/4212.9/4312.9 – Employee Notifications)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE
45103 Substitute employees
45190 Leaves of absence and vacations
45191 Leaves of absence for illness and injury
45191.5 Leave for military service connected disability
45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)
45195 Additional leave for nonindustrial accident or illness; reemployment preference
45196 Salary; deductions during sick leave
45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted
45202 Transfer of accumulated sick leave and other benefits
GOVERNMENT CODE
12945.1-12945.2 California Family Rights Act
12945.6 Parental leave
LABOR CODE
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
245-249 Healthy Workplaces, Healthy Families Act of 2014
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, as amended
UNITED STATES CODE, TITLE 42
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.800 Family and Medical Leave Act of 1993
1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008
COURT DECISIONS
California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957
California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510
~~*ATTORNEY GENERAL OPINIONS*~~
~~*53 Ops.Cal.Atty.Gen. 111 (1970)*~~

Regulation **WESTERN PLACER UNIFIED SCHOOL DISTRICT**
approved: September 4, 2007 Lincoln, California
revised: October 6, 2015
revised: June 7, 2016
revised: May 2, 2017
revised: May 15, 2018
revised: May 7, 2019

ACTIONS BY THE BOARD

ACTIONS REQUIRING MORE THAN A MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring **the Board of Trustees** intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale, Lease and Rental of District-Owned Real Property)

2. Resolution declaring intent of Board of Trustees **intent** to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing **of funds needed for immediate requirements of the district** ~~pursuant to Government Code 53820-53833,~~ to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, ordering city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8 and seeks to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district **is organized to serve only grades K-8,** has an average daily attendance (ADA) of 2,500 or **less, or desires to operate a community day school serve any of grades K-6 (and no higher grades) and** seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

ACTIONS BY THE BOARD (continued)

~~9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

~~10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

~~11~~9. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

10~~2~~. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

11~~3~~. Resolution to place a parcel tax on the ballot (Government Code 53724)

12~~4~~. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

13. When the district has a three-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

ACTIONS BY THE BOARD (continued)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, up to 25 percent of the estimated income and revenue to be received by the district during the fiscal year from apportionments based on average daily attendance for the preceding school year (Government Code 53822-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. **When the district has a five-member or seven-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)**

~~5~~6. Resolution to award a contract for a public works project at ~~$187,500~~ **$212,500** or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of ~~$175,000~~ **$200,000** or less, all bids received are in excess of ~~$175,000~~ **$200,000**,

ACTIONS BY THE BOARD (continued)

and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a ~~community~~ lease **of district property** for extraction **and taking** of gas **not associated with oil** (Education Code 17510-17511)

2. **Authorization of the use of day labor or force account, or** ~~W~~waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists **requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property,** and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property ~~in the local dump~~ or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

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

ACTIONS BY THE BOARD

The Board of Trustees shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members

2. A collective commitment or promise by a majority of the members to make a positive or negative decision

3. A vote by a majority of the members when sitting as the Board upon a motion, proposal, resolution, order or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5.

2. When two-third of the members present, or, if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda is posted.

3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

ACTIONS BY THE BOARD (continued)

Challenging Board Actions

~~The district attorney's office or any interested person may file an action in court to stop or prevent the Board's violation or threats of violations of the Brown Act, to determine the applicability of the Brown Act to ongoing or future threatened Board actions, to determine the validity, under California or federal law, of any Board rule or action to penalize any of its members or otherwise discourage the member's expression, or to compel the Board to audio record its closed sessions because of its violation of any applicable Government Code provision. (Government Code 54960)~~

The district attorney's office or any interested person may file an action in court for the purpose of: (Government Code 54960, 54960.2)

1. **Stopping or preventing the Board's violation or threatened violation of the Brown Act**

2. **Determining the applicability of the Brown Act to ongoing or future threatened Board actions**

3. **Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:**

    a. **Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.**

    b. **The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.**

    c. **The action is brought within the time required by Government Code 54960.2.**

4. **Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression**

5. **Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision**

The district attorney or any interested person may **file an action in court to nullify** ~~present a demand that the Board cure and correct~~ a Board action which ~~he/she~~ **is** allege**ds to be** ~~is~~ in violation of law regarding any of the following: (Government Code 54960.1)

ACTIONS BY THE BOARD (continued)

1. Open meeting and teleconferencing (Government Code 54953)

2. Agenda posting (Government Code 54954.2)

3. Closed session item descriptions (Government Code 54954.5)

4. New or increased tax assessments (Government Code 54954.6)

5. Special meetings (Government Code 549565)

6. Emergency meetings (Government Code 54956.5)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a ~~Any~~ demand to "cure and correct" an alleged violation. **The demand** shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: **(Government Code 54960.1)**

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.

2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.

3. Take no action. If the Board takes no action within the 30-day ~~review~~ period, its inaction shall be considered a decision not to cure or correct the **challenged** action.

~~In addition, the district attorney's office or any interested party may file an action in court to determine the applicability of the Brown Act to any past Board action not specified in Government Code 54960.1, if the following conditions are met: (Government Code 54960.2)~~

~~1. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.~~

ACTIONS BY THE BOARD (continued)

~~2. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.~~

Legal Reference:

EDUCATION CODE
15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-17511 Resolution requiring unanimous vote of all members constituting board
17546 Private sale of personal property
17556-17561 Dedication of real property
~~*17582 District deferred maintenance fund*~~
35140 Meetings
35160-35178.4 Powers and duties
48660-48661 Community day schools, establishment and restrictions
CODE OF CIVIL PROCEDURE
425.16 Special motion to strike in connection with a public issue
1245.240 Eminent domain vote requirements
1245.245 Eminent domain, resolution adopting different use
GOVERNMENT CODE
53090-53097.5 Regulations of local agencies by counties and cities
53724 Parcel tax resolution requirements
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing
54950-54963 The Ralph M. Brown Act, especially:
54952.6 Action taken, definition
54953 Meetings to be open and public; attendance; ***prohibition against*** *secret ballots*
54960-54960.5 Action to prevent violations
65352.2 Coordination with planning agency
PUBLIC CONTRACT CODE
3400 Bid specifications
20111 Contracts over $50,000; contracts for construction; award to lowest responsible bidder
20113 Emergencies, award of contracts without bids
20114 Repairs, maintenance, and improvements to district facilities by day labor or force account
22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance
22035 Repair or replacement of facilities in case of emergency
22050 Emergency contracting procedures
COURT DECISIONS
Los Angeles Times Communication LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App. 4th 1313
McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
Bell v. Vista Unified School District, (2002) 82 Cal.App.4th 672
Boyle v. City of Redondo Beach, (1999) 70 Cal.App.4th 1109

Management Resources: (see next page)

ACTIONS BY THE BOARD (continued)

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 1999
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies., California Attorney General's Office, 2002
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, 2007
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.caag.state.ca.us
Institute of Local Government: http://www.ca-ilg.org

ACTIONS BY THE BOARD

UNCONDITIONAL COMMITMENT LETTER

To: *(Name of district attorney or any interested person)*

The Governing Board of the Western Placer Unified School District has received your cease and desist letter dated *(date)* alleging that the following ~~described~~ past action taken by the Board violates the Ralph M. Brown Act: *(Describe alleged past action as set forth in the cease and desist letter.)*

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

Scott Leaman
Superintendent