

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

WPUSD Board Meetings Held Via Go To Meeting While Shelter in Place Order is in Effect

Public Comments Accepted by Email and Telephone

During this time of local health concerns, the Western Placer Unified School District is following the State of California Executive Orders N-29-20 and N-33-20, which provide for holding public meetings electronically. The Western Placer Unified School District will convene Board of Trustee meetings using virtual technology. Members of the public can participate, while following the Stay at Home requirements currently in place statewide.

When an agenda is published online [here](#), meeting information will be included on the agenda so the public can access the meeting live. There are three ways for members of the public to submit comments about items on the agenda:

1. **Email** - Submit a comment via email to the Superintendent's Administrative Assistant, Maria Gonzalez, at mgonzalez@wpusd.org at least two hours before the start of the meeting.
2. **Telephone** - Call the Superintendent's Administrative Assistant at (916) 645-6350 by 12:00 p.m. on Tuesday, November 17, 2020 to submit a comment.
3. **Go To Meeting Participation** - Please join the meeting from your computer, tablet or smartphone. <https://global.gotomeeting.com/join/139709245>

You can also dial in using your phone. United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: 139-709-245

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/139709245>

Comments submitted by email, telephone or comments form will be placed into the record at the meeting but may or may not be read during the meeting call. We appreciate your patience during these extraordinary times. For questions, please contact Scott Leaman at (916) 645-6350 between 9:00 and 4:00 or email sleaman@wpusd.org.

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

School	<u>STUDENT ENROLLMENT</u>		
	2019-2020 CALPADS	10/7/2020	11/2/2020
Sheridan Elementary (K-5)	64	53	55
First Street Elementary (K-5)	447	418	418
Carlin C. Coppin Elementary (K-5)	441	386	388
Creekside Oaks Elementary (K-5)	609	446	455
Twelve Bridges Elementary (K-5)	652	584	584
Foskett Ranch Elementary (K-5)	412	374	373
Lincoln Crossing Elementary (K-5)	698	415	419
Scott Leaman Elementary (K-5)		482	482
Glen Edwards Middle School (6-8)	869	830	831
Twelve Bridges Middle School (6-8)	830	793	789
Lincoln High School (9-12)	2,071	2,121	2,120
Phoenix High School (10-12)	84	85	88
Atlas (K-12) (new 2019-2020)	40	33	30
SDC Program (18-22)	11	14	14
Non-Public Schools	31	39	29
TOTAL	7259	7,073	7,075

SDC Pre-School

Foskett Ranch	19
First Street/LIP	45
SLE	7

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

November 17, 2020

WPUSD District Office/City Hall Building—Go To Meeting

600 Sixth Street, Lincoln, CA 95648

AGENDA

2019-2020 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

1. ANNOUNCEMENT: EXECUTIVE ORDER N-29-30 TELECONFERENCE FLEXIBILITY

This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All board members may attend the meeting by teleconference. This meeting will be a telephone conference call only. The public may listen/participate via instruction listed prior to section 4 of the agenda.

2. ANNOUNCEMENT: Should this Board Meeting encounter any security breach or inappropriate issues, the meeting will be ended immediately.

Call to Order Open Session

Please join the meeting from your computer, tablet or smartphone.

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Public comments regarding any item appearing on the agenda may be submitted by 12:00 p.m. on Tuesday, November 17, 2020. Individuals who wish to make a public comment to the Board of Trustees have two options. Choose only one option: 1. Make a VERBAL public comment (3 minute max), 2. Submit a WRITTEN public comment (500 word limit for public comment) which will be placed into the record and may or may not be read during the meeting

5:00 P.M. START

3. CALL TO ORDER – WPUSD District Office/City Hall Bldg. – Go To Meeting

4. COMMUNICATION FROM THE PUBLIC

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

Regular Meeting of the Board of Trustees

November 17, 2020

Agenda

5:05 P.M.

5. CLOSED SESSION – WPUSD District Office – 4th Floor Zebra Conference Room

5.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

5.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

5.3 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release –

Open Session

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6:00 P.M.

6. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE –

The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

6.1 *Page 11-* CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

Regular Meeting of the Board of Trustees

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6.2 Page 12 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

6.3 Page 13 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release –

7. Page 15-102 - CONSENT AGENDA

NOTICE TO THE PUBLIC

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

- 7.1 Certificated Personnel Report
 - 7.2 Classified Personnel Report
 - 7.3 Ratification of Contract with Pitney Bowes and Lincoln High School
 - 7.4 Ratification of Contract with Alertus Technologies and Lincoln Crossing Elementary School
 - 7.5 Ratification of Contract with Auburn Ravine Ranch, Inc. and Western Placer Unified School District
 - 7.6 Ratification of Contract with Auburn Ravine Ranch, Inc. and Western Placer Unified School District
 - 7.7 Approve Resolution 20/21.13 Regarding Authorization to Teach Subjects
 - 7.8 Approve Resolution 20/21.14 Regarding Authorization to Teach Elective Course
 - 7.9 Consider Revised After School Salary Schedule
 - 7.10 Ratify Contract between CoVitality and WPUSD – November 2020 through June 30, 2021
 - 7.11 Ratify Contract between Psyched Services and WPUSD – November 2020 through June 30, 2021
 - 7.12 Approval of Low Bidder for District-wide Broadband and Ethernet Service E-Rate Year 2021 (Year 24)
 - 7.13 Agreement between WPUSD and Live Action Digital
- Roll call vote:*

8. COMMUNICATION FROM THE PUBLIC

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9. REPORTS & COMMUNICATION

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

Regular Meeting of the Board of Trustees

November 17, 2020

Agenda

10. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

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

10.1 Information *Page 105* – **TWELVE BRIDGES HIGH SCHOOL PROJECT LEASE-LEASEBACK GMP CONTINGENCY AND ALLOWANCE REPORT** – Adell (20-21 G & O Component I, II, III, IV, V)

10.2 Discussion/*Page 120* – **HIGH SCHOOL PRINCIPAL SALARY ADJUSTMENT** – Action Leaman (20-21 G & O Component I, II, III, IV, V)

10.3 Information/*Page 122* – **HIGH SCHOOL BOUNDARIES** – Leaman (20-21 G & O Discussion Component I, II, III, IV, V)

10.4 Action *Page 125* – **ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS** – Leaman (20-21 G & O Component I, II, III, IV, V)

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

- BP/AR 6020 – Parent Involvement
- BP/AR 5141.22 – Infectious Diseases
- AR 5145.3 – Nondiscrimination/Harassment
- BP/E 5145.6 – Parental Notifications
- BP/AR 5145.7 – Sexual Harassment
- AR 5145.71 – Title IX Sexual Harassment Complaint Procedures (New Regulation)
- BP/AR 6142.7 – Physical Education and Activity
- BP/AR 6159 – Individualized Education Program
- BP/AR 6159.1 – Procedural Safeguards for Special Education
- BP/AR 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education

11. BOARD OF TRUSTEES

11.1 FUTURE AGENDA ITEMS

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

- School Safety
- Health

11.2 BOARD MEMBER REPORTS/COMMENTS

Regular Meeting of the Board of Trustees

November 17, 2020

Agenda

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **December 1, 2020 6:00 P.M.**, Regular Meeting of the Board of Trustees – Go-To -Meeting

➤ **December 15, 2020 6:00 P.M.**, Annual Organizational Meeting of the Board of Trustees – Go-To -Meeting

13. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: District Office/City Hall Bldg. – Go To Meeting

Date: Tuesday, November 17, 2020

Time: 5:05 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of
Educational Services
Gabe Simon, Assistant Superintendent
of Personnel Services
Audrey Kilpatrick, Assistant Superintendent
Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

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

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

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SUBJECT:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

CONSENT

AGENDA

ITEMS

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

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

SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon

GS

Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

November 17, 2020

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Anna Lehew-Lenz
 Position: SDC Teacher
 FTE: 1.0
 Effective: November 01, 2020
 Site: Lincoln High School

CHANGE:

1. Name: Desiree Derouin-St. John
 Position: District Psychologist
 FTE: .90 to 1.0
 Effective: November 01, 2020
 Site: District

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS: None

RETIREMENTS: None

TRANSFERS/PROMOTIONS:

1. Name: Elise Martinez
 Position: Temporary Special Education Program Specialist
 FTE: 1.0
 Effective: 2020-2021 school year
 Site: District

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

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon

Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

November 17, 2020

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Olga Lazaro
 Position: Bilingual Instructional Aide
 FTE: 2.0 hours
 Days: 10 Months
 Effective: November 04, 2020
 Site: Creekside Oaks Elementary

2. Name: Melissa Flores Uraga
 Position: Campus/Cafeteria Supervisor
 FTE: 1.75 hours
 Days: 10 Months
 Effective: November 09, 2020
 Site: Scott M. Leaman Elementary

REHIRE: None

TRANSFER/PROMOTIONS:

1. Name: Maribel Vergara
 Position: Instructional Aide
 FTE: 2.0 hours
 Days: 10 Months
 Effective: November 02, 2020
 Site: Sheridan Elementary

2. Name: Cherrie Smith
 Position: Paraprofessional
 FTE: 6.16 hours
 Days: 10 Months
 Effective: November 02, 2020
 Site: Creekside Oaks Elementary

3. Name: Wendi Pineschi
 Position: Paraprofessional
 FTE: 5.66 hours
 Days: 10 Months
 Effective: November 06, 2020
 Site: First Street Elementary

ADDITIONAL POSITION:

1. Name: Rebecca Ruiz
Position: Campus/Cafeteria Supervisor
FTE: .34 hours
Days: 10 Months
Effective: November 02, 2020
Site: Twelve Bridges Elementary

2. Name: Francisco Sanchez
Position: Custodian/Grounds
FTE: 2.0 hours
Days: 12 Months
Effective: November 06, 2020
Site: Preschool/Transportation Departments

3. Name: Kristine O'Toole
Position: Campus/Cafeteria Supervisor
FTE: .50 hours
Days: 10 Months
Effective: November 06, 2020
Site: Creekside Oaks Elementary

4. Name: Jennifer Bliss
Position: Instructional Aide
FTE: 2.0 hours
Days: 10 Months
Effective: November 10, 2020
Site: Carlin C Coppin

5. Name: Maribel Vergara
Position: Library Technician
FTE: 4.0 hours
Days: 10 Months
Effective: November 02, 2020
Site: Sheridan Elementary

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave): None**REQUEST FOR LEAVE OF ABSENCE: None****RESIGNATIONS:**

1. Name: Janean Fode
Position: Paraprofessional
Effective: December 05, 2020
Site: Lincoln High School

RETIREMENTS: None

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

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


SUBJECT:

Ratification of Contract with
Pitney Bowes and Lincoln High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Site Discretionary Funds

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Pitney Bowes and Lincoln High School. The services include postage meter and services for Lincoln High School. The total cost of this 60 month contract is \$49.95 monthly and will be paid with Site Discretionary Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Pitney Bowes and Lincoln High School.

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 49.95	\$ 149.85

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☒ Purchase Power® transaction fees included
☐ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 2/20), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Carrie Carlson
Carrie Carlson
Director of Business Services
10/30/20
ccarlson@wpusd.org

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Ted Delia

ted.delia2@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

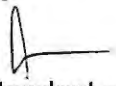
SUBJECT:

Ratification of Contract with
Alertus Technologies and
Lincoln Crossing Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Site Supplemental

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Alertus Technologies and Lincoln Crossing Elementary School. The services includes two under desk mounted duress button to be installed at Lincoln Crossing Elementary School. The cost of services is \$444.00 and will be paid with Site Supplemental Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Alertus Technologies and Lincoln Crossing Elementary School.



Contact Name Kevin J Perry
Phone (916) 645-6350
Email kjperry@wpusd.k12.ca.us

Prepared By Regis Whittington
Phone (202) 253-7887
Email rwhittington@alertus.com
Created Date 11/3/2020
Expiration Date 12/31/2020
Quote Number 00133624

Bill To Name Lincoln Crossing Elementary School
Bill To 600 Sixth St. Suite 400
Lincoln, CA 95648
USA

Ship To Name Lincoln Crossing Elementary School
Ship To 810 J Street Suite 200
Lincoln, CA 95648
USA

Product Code	Product	Product Description	Quantity	Sales Price	Total Price
ALR-B-UDM	Under Desk Mounted Hardwired Duress Button	Discrete duress button; under-desk mounting option, hardwired	2.00	\$210.00	\$420.00

Subtotal \$420.00
Total Price \$420.00
Shipping and Handling \$24.00
Grand Total \$444.00
US Dollars (USD)

Additional Notes

Terms & Conditions

1 Product and Service. Buyer agrees to pay the total amount in the above quotation/selected price plan or accompanying purchase order upon execution of this agreement, and in exchange, Alertus agrees to provide the deliverables. Alertus usually delivers orders for product and services in the sequence purchase orders are received. Alertus will not be liable for late delivery of product or service.

2 Order Policy. Orders for product or service must be in writing, and are not binding until accepted by Alertus in writing. Alertus may reject any order in its sole discretion. Acceptance of any order by Alertus is expressly limited to and made conditional upon the Terms and Conditions in the contract.

3 Taxes. Buyer agrees to inform Alertus if it does not hold sales tax exemption certificate. Buyer agrees to identify and remit all sales or use taxes directly to collection authorities. Buyer agrees to pay any and all import tariffs and taxes.

4 Installation. If ordered at separate charge, Alertus will install product for Buyer. Alertus products and services operate in conjunction with Buyers communications services and equipment. Buyer is responsible for determining the suitability of the product purchased from Alertus both for use with Buyers communication services and equipment and for the intended application.

5 Software. Buyer agrees that title to any software or other

9 Transferability; Resale. Buyer agrees not to distribute, transfer, resell, or transmit any Alertus products, software, technical information, or business plan/strategic information to any third party without express written permission from Alertus. Buyer agrees not to commercially compete with Alertus or facilitate another party's ability to commercially compete with Alertus.

10 Limitation of Liability. IN NO EVENT WILL ALERTUS BE LIABLE TO BUYER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE FOR THE COST OF SUBSTITUTE GOODS OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE GOODS OR SERVICE, EVEN IF ALERTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY DISCLAIMER OF WARRANTY OR LIMITATION OF REMEDY IS HELD UNLAWFUL OR INAPPLICABLE, OR TO HAVE FAILED ITS ESSENTIAL PURPOSE, LIABILITY WILL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICE ON WHICH THE CLAIM IS BASED. UPON TAKING POSSESSION AT DELIVERY, BUYER ACCEPTS ALL LIABILITY THAT MAY ARISE FROM BUYERS USE OR MISUSE OF ALERTUS PRODUCTS AND SERVICES. IN NO EVENT WILL ALERTUS BE LIABLE FOR DAMAGE TO PERSON OR PROPERTY BECAUSE OF THE COMPLETE OR PARTIAL FAILURE OF ITS PRODUCT TO OPERATE.

11 Regulations. Buyer shall comply at its own expense with all



copyrighted materials provided to Buyer does not pass to Buyer upon sale and remains with Alertus or its licensors. Buyer agrees to use any software or other copyrighted materials provided subject to and in compliance with copyright law and any applicable license provisions. Buyer may install the server software on one server only, unless otherwise authorized by Alertus. Buyer is permitted to grant access to the frontend graphical user interface to as many staff as designated to activate system. Buyer agrees not to add, modify, or erase firmware software embedded on Alertus hardware appliances at any time, except if expressly authorized by Alertus.

6 Shipment. Buyer agrees to inspect the any shipped product and notify Alertus in writing of any damage within thirty (30) days after receipt of product. If Buyer does not notify Alertus in writing within thirty days, neither Alertus nor the transport company will be liable to Buyer for any damages arising out of or related to the shipment of product.

7 Warranty. (a) Alertus warrants that product manufactured or services rendered by Alertus will be free from defects in material or workmanship for a standard one year after delivery to Buyer. Product defects caused by misuse, mishandling, abuse, neglect, willful physical damage, vandalism, or placement in contraindicated conditions or environments are excluded from this warranty. If notified of the defect within the warranty period, Alertus will repair or replace at its option defective product or service. Buyer must obtain authorization from Alertus prior to returning product to Alertus. Product returned to Alertus without authorization will not be accepted. (b) Product not manufactured by Alertus is covered only by the manufacturer's warranty accompanying product delivered.

8 Repair. Repair service after expiration of the warranty for product is available from Alertus. Product returned to Alertus must be sent shipment prepaid, and Buyer must obtain authorization prior to returning product. Alertus will repair product on a time and materials basis. Buyer agrees to pay for the return cost of shipping repaired product to Buyer.

Accepted by "Buyer":

Signature: Carrie Carlson

Name: Carrie Carlson

Accepted by Alertus Technologies, LLC

Signature: _____

Name: _____

applicable laws, ordinances, regulations, and codes. Buyer acknowledges and accepts full responsibility for complying with all laws and regulations when operating product, including those of the Federal Communications Commission.

12 Forum and Controlling Law. Buyer agrees that any claim or dispute against Alertus must be resolved in a court located in Maryland, and Buyer agrees to submit to the personal jurisdiction of such courts for the purpose of litigating any claim or dispute. Maryland law will govern litigation of any claim or dispute.

13 Nondisclosure. Information disclosed pursuant to this agreement shall be used solely for the purpose of implementing and operating the product. Buyer agrees to hold the information in confidence, to use the information only for the purpose of implementing and operating the product, and not to disclose the information to any third party without express written consent from Alertus to the extent permitted by public records laws.

14 General. No failure or delay in exercising any provision of this contract will be construed as a waiver or release of any contract right. The contract is binding upon the assigns, executors, administrators, and other legal representatives of the parties. No modification of this contract will be effective unless signed by the Chief Executive Officer of Alertus. Buyer is entering into this agreement without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This agreement Buyers purchase order constitutes the entire agreement between the parties. Buyer represents and warrants that the person signing this offer on Buyers behalf is authorized to bind Buyer in contract.

Date: 11/3/20

Title: Director of Business

Date: _____

Title: _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

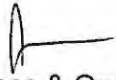
DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with Auburn Ravine Ranch, Inc.
and Western Placer Unified School District

REQUESTED BY:

Audrey Kilpatrick 
Asst. Supt. Business & Operations

DEPARTMENT:

Business Services

MEETING DATE:

November 17, 2020

AGENDA ITEM AREA:

Consent

ENCLOSURES:

Yes

FINANCIAL INPUT/SOURCE:

Mariner Ranch – License Fee Revenue

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is between Auburn Ravine Ranch, Inc. and Western Placer Unified School District. The agreement is for the lease of Mariner Ranch to Auburn Ravine Ranch, Inc. to use the property as grazing pasture of up to 117 Cattle UA. All operations conducted on the property by Auburn Ravine Ranch, Inc. shall be conducted solely for the purpose of operating and conducting grazing.

The contract term is from June 16, 2020 to June 15, 2021. The license fee paid to Western Placer Unified School District from Auburn Ravine Ranch, Inc. will be \$24,000 per year with payments due November 1, 2020 and June 1, 2021.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Auburn Ravine Ranch, Inc. and Western Placer Unified School District.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of June 16, 2020, by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a political subdivision of the state of California and an institution of post secondary education ("District") and Auburn Ravine Ranch, Inc. ("Licensee"), for the use of certain real property owned by the District on the terms and conditions set forth herein.

RECITALS

WHEREAS, the District holds a fee title to certain real property situated in Placer County, California, south of West Wise Road and west of North Dowd Road, identified as Assessor's Parcel Number 21-020-067 ("Premises"); and

WHEREAS, the Wildlife Heritage Foundation holds conservation easement for the management and preservation of the Premises; and

WHEREAS, the District is a party to a Mitigation Land Transfer Agreement for the Premises which includes a Preserve Management Plan ("PMP"); and

WHEREAS, the PMP governs the use of the Premises and contains detailed management prescriptions for the Premises, including a grazing prescription; and

WHEREAS, Licensee desires to use portions of the Premises as a grazing pasture including but not limited to, the right of ingress and egress to and from the Premises, subject to the terms and conditions hereof, for the purpose to pasture, manage and care for up to (117) of Cattle AU ("Grazing"); and

WHEREAS, Licensee will require, among other things, a right of entry onto the Premises to carry out the Grazing.

NOW, THEREFORE, THE DISTRICT AND LICENSEE HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

License

1.1 **Grant of License.** The District agrees to grant Licensee a revocable license ("License") to enter the Premises for the sole purpose of carrying out and conducting its Grazing. The rights granted to and the obligations imposed on Licensee shall extend to Licensee's officers, agents, employees, volunteers, and independent contractors.

1.2 Physical Extent of Right to Enter. The license created hereunder shall consist of the right for Licensee to enter and use certain portions of the Premises ("License Area") known as Mariner/Rockwell Ranch.

1.3 Permitted Use/Licensee's Responsibilities. Licensee shall use the Premises solely for the purpose of operating and conducting the Grazing, which includes its staff, equipment, supplies, services, and administration of the Grazing, and shall be responsible for all costs and services relating to said operations. Licensee shall be solely responsible for providing all equipment, fencing, maintenance, herd acquisition, medicine, implants, anthelmintic, herd salt, maintenance of fencing, maintenance of water system piping, and labor for installation of portable fencing for the Grazing. Licensee's use of the Premises shall be consistent with the permitted uses set forth in Exhibit "B" and the PMP attached hereto as Exhibit "C."

1.4 Licensee Fee. Licensee agrees to pay, and the District agrees to accept as a license fee ("Fee") for the use of the License Area of the Premises the sum of Twenty-four Thousand (\$24,000) per year for the term of the License. The Fee shall be due and payable in two equal installments due November 1, 2020 and June 1, 2021.

1.5 N/A

1.6 Terms, Termination and Revocation of the License.

(a) This License shall commence on June 16, 2020 and continue in effect for a period of 12 months until June 15, 2021 subject to its earlier termination as provided herein. Licensee must provide written notice to the District no later than ninety (90) days prior to the end of such term of its intent to renew this License Agreement. After receiving such notice, the District, at its sole discretion, may renew this Agreement at an agreed upon price.

(b) The right of entry granted Licensee hereunder shall operate from twenty-four (24) hours a day, seven (7) days a week for Licensee's conduct of its Grazing.

(c) The License may be terminated by either party at any time for convenience. Any such termination shall become effective on the thirtieth (30th) calendar day following the date the terminating party gives written notice to the other party of the termination.

(d) The License may be terminated by either party at any time with or without cause. "Cause" shall consist of a material breach of any provision of this Agreement and the failure of the breaching party to cure the breach within fifteen (15) calendar days of being notified of the breach. Such a termination shall become effective immediately upon the giving of written notice of the termination. If the District terminates the License for cause, then the District may bring an action to recover from Licensee any unpaid Fees and any other amount necessary to compensate the District for all detriment proximately caused by Licensee's failure to perform its obligations under this Agreement, including any lost funding due to Licensee's failure to use the Premises in accordance with this Agreement. The District may bring an action, in addition to or in lieu of this action, to reenter and regain possession of the License Area of the Premises in the manner provided by the laws of unlawful detainer of the State of California then

in effect.

(e) Upon the effective date of termination of the License, Licensee and Licensee's agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises except to the extent required under Paragraph 1.7, Repair and Restoration. Upon termination, Licensee shall be responsible for the cost to the District for repair of damages to the License Area of the Premises caused by Licensee or by any other cause not the fault of the District within thirty (30) days of receipt of an invoice for the costs District incurred. Licensee shall be responsible for repair and restoration of the Premises.

(f) The remedies given to the District in this Article shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this License Agreement.

1.7 Repair and Restoration. After completion of the license term, Licensee shall remove or cause to be removed any equipment and paraphernalia that had been placed on the Premises. If Licensee or its agents cause any damage to the Premises, or to any other portion of the Premises, to District's roads, infrastructure, or other property and improvements in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination of this License, Licensee's Indemnity and Insurance obligations under this Agreement shall continue until repair and restoration is completed as provided herein. If Licensee fails, after requests by District to repair or restore improvements, or remove equipment as provided herein, Licensee shall, upon receipt of request, reimburse District for the cost of such removal, repair, or restoration that is necessitated by the District.

1.8 Liens and Claims.

(a) Licensee shall neither take nor permit any action that would allow for a lien or encumbrance to be placed upon the Premises. Licensee shall promptly pay in full for any equipment, medicine, implants, anthelmintic, and herd salt for the Grazing that Licensee shall cause to be delivered to the Premises and shall promptly pay in full all persons who perform labor on the Premises at Licensee's request. If any mechanics' or material men's liens or any other liens or claims for any work done or items furnished at Licensee's request are filed against the Premises, Licensee shall remove the liens and claims at Licensee's own expense. If Licensee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Licensee shall pay that judgment. Should Licensee fail, neglect, or refuse to remove any liens or claim or to pay any judgment, the District shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims; and Licensee shall be liable to the District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. The District may record, post and maintain upon the Premises a notice of non-responsibility.

(a) Licensee shall not encumber by any security instrument, all or a part of Licensee's interest under this License without the prior written consent of the District, and upon such terms and conditions as the District may require.

ARTICLE II

Restrictions and Conditions

2.1 Program. Licensee shall be responsible for the Grazing and all associated costs, shall ensure that the Grazing complies with all applicable laws, shall act in a professional manner and not permit nuisance or waste on the Premises, and shall not obstruct access to the Premises. The District, the Wildlife Heritage Foundation, the California Department of Transportation, and government officials, if applicable, shall have the right to inspect the Grazing at any time. Licensee may place one (1) appropriate sign on the Premises; however, the District shall have the right, but not the obligation, to approve any signage in writing in advance of its placement on the Premises.

2.2 Alterations, Additions, or Improvements. Licensee may not demolish, remove, replace, relocate, reconstruct, or modify or change the contour or grade of the Premises. No structures, improvements, alterations or other facilities may be constructed, erected, or made on, or within, the Premises by Licensee without the prior written consent of the District. All requests for an alteration, addition, or improvement to the License Areas or other area of the Premises must be submitted to the District with complete plans. When consent for an alteration, addition, or improvement to the Premises is granted, Licensee shall be responsible for obtaining any and all necessary permits required by statute, law, ordinance or regulation of any agency having legal jurisdiction there over. The cost of any alteration, addition or improvement shall be borne solely by Licensee, unless agreed otherwise in writing by the District. The District shall have no obligation to purchase improvements made to the License Area, or to any other portion of the Premises, by Licensee upon termination of this Agreement.

(a) All alterations, additions, or improvements constructed or placed on the Premises by Licensee must be free and clear of any liens, claims or liability of any kind as a condition of Licensee maintaining the alteration, addition or improvement on the Premises.

(b) Licensee shall at all times indemnify and hold the District harmless from all claims for labor or materials in connection with the construction, repair, alteration, or installation of any approved structure, improvement, or equipment on the License Area, or any other portion of the Premises, by Licensee, and shall defend the District against such claims, including indemnity for any and all attorneys fees and costs that may be incurred as a result thereof by the District.

(c) The District retains the right to require Licensee, at Licensee's cost, to remove all alterations, additions, or improvements it has been responsible for installing anywhere on the Premises at the expiration or termination of this License.

2.3 Compliance With Laws. Licensee shall, at Licensee's own cost and expense, comply with all applicable statutes, ordinances, regulation, and requirements of all Governmental entities, both Federal, State and County or Municipal, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other Governmental authorization is required for the lawful use or occupancy of the Premises or any portion of the Premises, the Licensee shall procure and maintain it throughout the term of this License. Licensee shall indemnify, and hold The District free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section.

2.4 Compliance with PMP. Licensee shall, at Licensee's own cost and expense, fully comply with the requirements and prescriptions of the PMP, attached hereto as Exhibit "C." Licensee shall indemnify, and hold The District free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section.

2.4 Fingerprinting. Licensee and their agents, representatives, and employees shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code section 45125.1. Licensee's compliance with these requirements shall be done at no cost to District, including, but not limited to completing background checks and fingerprinting under procedures established by the California Department of Justice and the Federal Bureau of Investigation. The results of those background checks and fingerprints shall reveal that none of the Licensee's agents, representatives, and employee have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Licensee further agrees and acknowledges that if at any time during the Term of this Agreement Licensee learns or becomes aware of additional information, including additional personnel, which differs in any way from the standards set forth above, Licensee shall immediately notify the District and prohibit any new personnel from accessing the Premises until the fingerprinting and background check requirements have been satisfied and District determines whether any such access is permissible.

2.5 Prohibited Uses. Licensee shall not use or permit the License Area, or any portion of the Premises, to be improved, used or occupied in any manner or for any purpose that is in any way in violation of the PMP, any valid law, ordinance, or regulation of any Federal, State, County, or Local Government agency, body or entity.

(a) Alcohol. The sale, serving, consumption, or possession of alcoholic beverages shall not be permitted on the Premises.

(b) Firearms. The possession, transfer, sale or use of firearms, weapons, explosives or other improper materials is strictly prohibited on the Premises.

2.6 Assessments, Fees, Charges, and Utilities. During the term of this License, the District shall not provide water and electric, the cost of which shall be borne by the Licensee. Licensee shall be responsible for obtaining and paying for all utility services, including but not

limited to any costs associated with installing additional meters.

(a) Additional Assessments/Fees. Licensee shall pay or cause to be paid, and hold the District free and harmless from all assessments, fees, and charges, related to the Grazing, except as otherwise set forth in this Agreement.

(b) Garbage Removal. Licensee shall be responsible for the removal of garbage and rubbish from the License Area, or any portion of the Premises utilized by Licensee, during the term of this License, and shall pay or cause to be paid, and hold the District free and harmless from all assessments, fees, and charges for trash removal services.

2.7 Condition of Premises. District makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and shall not be liable for any latent or patent defect therein. This License shall be subject to any existing rights of others, including, but not limited to, easements and rights of way not otherwise condemned by the Licensee. Licensee acknowledges that all improvements on the Premises are the property of the District and shall not remove or alter any fixtures or trees without the District's express written permission.

2.7 Repairs and Maintenance. Licensee, at its cost, shall maintain the License Area in a condition consistent with the condition existing at the time of delivery of the License Area to Licensee. Licensee acknowledges that the License Area is provided in an "as is" condition.

(a) Maintenance and Repairs. Licensee shall be responsible for watering the turf and general maintenance and repairs consistent with the District's maintenance standards. Licensee shall make all necessary repairs to the Premises. Licensee shall not alter the License Area or any other portion of the Premises unless agreed to in writing by District. Licensee shall pay for any repairs to the License Area arising from any cause other than the District's fault, or Force Majeure, within (30) days of receipt of any invoice for the costs of the repairs. The District may retain any portion of, or all of, the security deposit tendered by Licensee as reimbursement for any repair for which Licensee is responsible.

2.8 Insurance.

(a) Coverage Required.

Before the commencement of the License and during the term of the License, Licensee shall obtain and maintain insurance issued by insurers acceptable to the District covering Licensee's activities on the Premises, and otherwise, as follows:

(1) Farm liability insurance (contractual liability included) for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If the policy contains a General Aggregate, then the liability limit must be not less than Two Million Dollars (\$2,000,000.00).

(2) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident, and Fifty Thousand Dollars (\$50,000.00) property damage.

(4) Worker's Compensation as required by California law.

(b) Insurance Provisions.

(1) The policies described in Subsection (a) above shall: (i) name the District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by the District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to the District before the cancellation or reduction of coverage or amount of such policy.

(2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to the District prior to Licensee's entry onto the License Area pursuant to this Agreement. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to the District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to the District's approval by an insurer admitted and licensed in California to transact insurance coverage and issue policies.

(3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair the District's rights under this Agreement, or negate Licensee's obligations under this Agreement.

(4) Upon the District's request, a copy of the insurance policies described above shall be provided to the District.

(c) Before the commencement of the Grazing, Licensee shall provide a certificate(s) of insurance and endorsements on forms acceptable to the District, for the period covered by the Agreement, with full Worker's Compensation Insurance coverage for no less than the statutory limits, and employer's liability insurance coverage for all persons whom it employs or may employ in carrying out the Grazing under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. If there are no employees accessing the property on behalf of the Licensee, this section is null and void.

2.9 No Property Interest Created. The License created by this Agreement does not create any interest for Licensee in the Premises or any property owned by the District, and is not coupled with any property interest or other interest. The License is personal to Licensee and is not assignable. The License does not inure to the benefit of any assignees, heirs or successors of Licensee.

2.10 Safety. Licensee shall be solely and completely responsible for conditions of the License Area of the Premises, including safety of all persons and property during times when Licensee, its agents, employees, volunteers and independent contractors access the Premises. The Licensee, its agents, employees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Grazing shall fully conform with all applicable State, local and Federal safety laws, rules, regulations, and orders.

2.11 Licensee's Duty to Repair and Restore Premises. If at any time during the term of this License, any improvements now or hereafter placed on the License Area, or any other portion of the Premises, are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of the District, this License shall continue in full force and effect and Licensee, at Licensee's own cost and expense, shall be responsible for the cost incurred to repair and restore the damaged improvements.

2.12 Indemnity by Licensee. Licensee shall indemnify and hold the District, its officers, agents, employees, members of its Board of Trustees and Board of Trustees and the property of the District, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Licensee's occupation and use of the License Area, or any other portion of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

(a) The death or injury of any person, including Licensee or any person who is an employee, guest, invitee, or agent of Licensee, or by reason of the damages to or destruction of any property, including property owned by Licensee or by any person who is an employee or agent of Licensee, from any cause whatsoever as a direct result of operating the Grazing while that person or property is in, or about the License Area of the Premises or in any way connected with the License Area of the Premises or with any of the improvements or personal property on the License Area of the Premises;

(b) The death or injury of any person, including Licensee or any person who is an employee or agent of Licensee, or by reason of the damage to or destruction of any property, including property owned by Licensee or any person who is an employee or agent of Licensee, caused or allegedly caused by either (1) the condition of the License Area of the Premises or improvements on the License Area of the Premises, or (2) some act or omission on the Premises of Licensee or any person in, on or about the Premises with the permission and consent of Licensee;

(c) Any work performed on the License Area of the Premises or materials furnished to the Premises at the instance or request of Licensee or any person or entity acting for or on behalf of Licensee; and

(d) Licensee's failure to perform or comply any provision of this License or to comply with any requirement of law or any requirement imposed on Licensee by any duly authorized agency or political subdivision.

2.13 Entry by the District. The District may enter the License Area of the Premises at any time, to determine whether Licensee is complying with this Agreement, and to inspect, maintain or repair any part of the Premises. Licensee waives any claim for damages for injury, inconvenience or interference with Licensee's business, or any loss of occupancy or quiet enjoyment, caused by such entry. The District shall have keys to unlock all fences on the Premises and the right to enter by any means necessary in an emergency. District will provide three (3) sets of keys to access the Premises to Licensee but in no event shall Licensee create or cause to be created any additional copies of such keys without the written consent of the District.

2.14 Limitation of Liability. No board member, officer, employee, representative, or agent of the District, shall be personally liable in any manner or to any extent under or in connection with this Agreement and Licensee, its successors and assigns hereby waives any and all claims of such personal liability.

ARTICLE III

General Terms and Provisions

3.1 Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.

3.2 Future Assurances. Each party hereto shall cooperate and take such actions as may reasonably be required by the other party hereto in order to carry out the provisions of this Agreement and the transactions contemplated by this Agreement.

3.3 Amendment of Agreement. No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both the District and Licensee.

3.4 Waiver. The failure by either party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

3.5 Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect.

3.6 Construction of Agreement. The terms and provisions of this Agreement shall be liberally constructed to effectuate the purpose of this Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against either party under any rule of

construction, including the party primarily responsible for the drafting and preparation of this Agreement.

3.7 Governing Law and Venue. In the event of litigation, this Agreement shall be governed by and construed in accordance with the laws of the State of California, unless there is a conflict with a federal law or regulation which federal law or regulation shall then prevail. Venue shall be with the appropriate state of federal court located in Placer County.

3.8 Property Taxes. Notwithstanding anything contained herein to the contrary, Licensee's possession and use of the District's Premises under this License Agreement may be determined to create a "possessory interest" in said Premises in Licensee and Licensee may be subject to the assessment of property taxes based upon such a possessory interest. Licensee solely shall be responsible for the payment of any and all such property taxes levied on such interest, including any penalties and interest in connection therewith.

3.9 Licensee's Rights to Assignment. Licensee shall not have the right to assign this License or this Agreement or any interest in this License or Agreement, without the District's prior written consent.

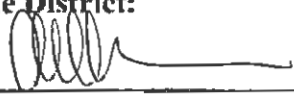
3.10 Licensees Right to Sublicense. Licensee shall not have the right to sublicense all or any portion of the License Area of the Premises without the District's prior written consent. In the event that the District approves a sublicense, Licensee shall ensure that the sublicensee adheres to the terms of this Agreement. Under all such circumstances, Licensee shall retain all duties and obligations under this Agreement and may not assign them in any manner to the sublicensee.

3.11 Default by Licensee. The District shall hold the Licensee responsible for any damage that may be sustained because of failure or neglect to comply with any term or conditions listed herein. Licensee is an independent contractor, not an officer, employee or agent of the District.

3.12 Headings. The headings of this License are for purposes of reference only and shall not limit or define the meaning hereof.

3.12 Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing, duly addressed to the parties below. By written notice in conformance herewith, either party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given when so deposited certified or registered, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

The District:


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

Audrey Kilpatrick

Licensee:

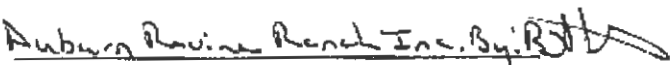

Auburn Ravine Ranch Inc. By: Bert Lefty
Bert Lefty - Auburn Ravine Ranch, Inc.
1364 Ferreira Road
Lincoln, CA 95648

EXHIBIT B

Permitted Uses: Said property can only be used for supportive ancillary structures and educational activities (Lincoln High School Farm) that sustain and maintain the conservation easement area. Existing buildings at the time of transfer can be restored or replaced as they serve the purpose for ancillary farming activities. These uses include:

- a) Portable/permanent classroom/lab
- b) Identifying signs
- c) School bus turn around/parking area
- d) Tool and equipment storage shed (to be built)
- e) Machine/equipment repair shop (to be built)
- f) Livestock
- g) Livestock handling facilities including:
 - o Corrals
 - o Squeeze chute/calf table
 - o Loading chute
 - o Scales
 - o Feeding area
 - o Individual cattle/sheep/goat pens
 - o Calving/lambing sheds
- h) Horse barn (currently on site, possibly able to be rehabilitated; otherwise a new structure to be installed)
- i) Solar panels
- j) Windmill (currently on site and inoperable)
- k) Pump house (to be installed)
- l) Restroom (portable until a permanent structure can be built)
- m) Paving or gravelling vehicle areas

Prohibited Uses: Any activity on or use of the property not encumbered by the conservation easement that is inconsistent with the stated uses outlined above is strictly prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited:

- a. Commercial, industrial, and residential uses
- b. Any legal or de factor division, subdivision, or partitioning of the property.
- c. Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any except as specifically provided in the permitted uses.
- d. Depositing or accumulation of trash, ashes, refuse, waste, bio-solids or any other materials.
- e. Mining Activities: Excavating, draining, dredging, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the property, or granting or authorizing surface entry for any of these purposes.
- f. Altering the surface or general topography of the property, including but not limited to any alterations to habitat, except as specifically provided in the permitted uses

- g. Manipulating, impounding or altering any natural water course, body of water or water circulation on the property, except as specifically provided in the permitted uses, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface.
- h. Without prior written consent of Caltrans, which Caltrans may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights of the property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the property, including but not limited to: (i) riparian rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the property; and (iv) any water from wells that are in existence or may be constructed in the future on the property.
- i. Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, the property, or the use or activity in question.

EXHIBIT C
[ATTACH PRESERVE MANAGEMENT PLAN]

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Resolution 20/21.13 Regarding
Authorization to Teach Assigned Subjects

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant to Education Code 44263 and in order to ensure proper credentialing and teacher consistency for one of our assignments, the District administration is recommending that the Board approve Resolution number 20/21.13 which will allow one certificated teacher to teach Biology in a high school departmentalized setting for grades 9-12 at Lincoln High School. The teacher has consented to this assignment and has met the education code requirement of coursework in this subject.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 20/21.13.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 20/21.13**

**AUTHORIZATION TO TEACH ASSIGNED SUBJECTS
AT LINCOLN HIGH SCHOOL**

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

WHEREAS, Education Code section 44263 authorizes the teaching of departmentalized classes with a teacher's consent in grades K-12 if the teacher has completed the required units of course work in the subject to be taught

WHEREAS, the District finds that Marilou Edwards has satisfied the criteria stated in Education Code section 44263 in order to teach Biology at Lincoln High School; and

WHEREAS, Marilou Edwards has consented to teaching Biology at Lincoln High School effective August 20, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Western Placer Unified School District authorizes Marilou Edwards to teach Biology at Lincoln High School effective August 20, 2020.

PASSED AND ADOPTED this 17th day of November 2020 by the Board of Trustees of the Western Placer Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

President
Board of Trustees
Western Placer Unified School District

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

Clerk
Board of Trustees
Western Placer Unified School District

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Resolution 20/21.14 Regarding
Authorization to Teach Elective Courses

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Yes: Resolution and Appendix A

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant to Education Code 44258.7 and in order to ensure proper credentialing and teacher consistency for our assignments at our secondary schools, the District administration is recommending that the Board approve Resolution No. 20/21.14 which will allow a teacher at Twelve Bridges Middle School to teach the elective course noted in Appendix A. This assignment has been approved by a Committee on Assignments.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 20/21.14.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 20/21.14**

**AUTHORIZATION TO TEACH ELECTIVE COURSES
AT TWELVE BRIDGES MIDDLE SCHOOL**
(See Appendix A for Specific Assignments)

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

WHEREAS, Education Code section 44258.7 authorizes a teacher who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments;

WHEREAS, the District finds that all teachers identified in Appendix A have satisfied the criteria stated in Education Code section 44258.7 in order to teach the noted elective courses;

WHEREAS, These teachers have all consented to teaching the elective courses identified in Appendix A effective August 17, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Western Placer Unified School District authorizes all teachers identified in Appendix A to teach the noted elective courses effective August 17, 2020.

PASSED AND ADOPTED this 17th day of November, 2020 by the Board of Trustees of the Western Placer Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

President
Board of Trustees
Western Placer Unified School District

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

Clerk
Board of Trustees
Western Placer Unified School District

**APPENDIX A to
Resolution 20/21.14**

Subject Matter Verification:
Twelve Bridges Middle School
November 17, 2020

Education Code 44258.7 (Committee on Assignment)

The Committee on Assignment members have authorized the following Western Placer Unified School District teachers to teach departmentalized classes:

Teacher	Subject Area
Krystal Arnold (Twelve Bridges Middle School)	AVID, Yearbook, Computer Science Discovery

Twelve Bridges Middle School. Committee on Assignment:

Teacher	Subject Area
Wendy Hollis, Randy Woods, Traci Jensen	Electives

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Consider Revised After School
Salary Schedule

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Revised Salary Schedule

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Grant Funded

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

As a part of the ongoing review of District needs and compensation by the District, there exists a need to approve a revised After School salary schedule. This will be effective January 1, 2021 and is being brought before the Board to align with state wage guidelines.

RECOMMENDATION:

Approve the revised After School salary schedule effective January 1, 2021.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
AFTER-SCHOOL SALARY SCHEDULE 2019-2020
GRANT FUNDED**

- 1 Grant Funded I.A, under 3 years of service
- 2 Grant Funded I.A, with 3 years of service
- 3 Program Facilitator
- 4 Lead Program Facilitator

RANGE	Step	
	A	
1	13.00	14.00
2	13.24	14.56
3	14.49	15.14
4	15.68	15.74

Effective 7/1/14 - 5% added to the 2014-2015 Salary Schedule
 Effective 7/1/15 - 3.75 % added to the 2015-2016 Salary Schedule, retro to 3/1/15
 Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016
 Effective 7/1/16 1.5% lump sum pay from 2016-2017 salary schedule
 Effective 7/1/17 1.53% added to the 2017-2018 salary schedule
 Effective 7/1/19 1.3% added to the 2019-2020 salary schedule
 Effective 1/1/20 Range 1 and 2 to align to state wage guidelines

*****In addition to the above, the district pays \$14,424 annually towards health benefits**
 Pending Board Approval 11/17/20: Effective 1/1/21 Range 1 through 4

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratify Contract between CoVitality
and WPUSD – November 2020
through June 30, 2021

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Susan Watkins 
Director of Special Education

ENCLOSURES:

Yes

DEPARTMENT:

Ed Services

FINANCIAL INPUT/SOURCE:

Special Education Budget

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

Attached is the contract between Covitality and WPUSD. This is for a Non-Public Agency for special educations services for approximately 75 students. The contract period is from November 1, 2020 to June 30, 2021. The rates include a social-emotional assessment and progress monitoring for social emotional functioning. The NPA costs are related to the services and will be funded from the District Special Education Program. Totally cost \$1000.00.

RECOMMENDATION:

Administration recommends board ratify the contract with CoVitality.



:Project Based Pricing Agreement **OCTOBER 28 2020**

Western Placer Unified SD - Wellness Together Partners

The quoted price below includes access to CoVitality technology and services for the next 12 months, beginning on the date of signature and concluding approximately 1 calendar year later. This will provide you with:

CATEGORY	UNIT PRICE
Project and software set up / technology configuration and setup/ student/ year (unlimited survey administrations for 6-8 users, WPUUSD School Psychologist Team)	\$1,000
Software license for unlimited survey administrations; results collection and validity diagnostics per student/per year	
Training and implementation support for administrative team	
All reports / survey results and analysis reporting, including raw data export	

Access to Unlimited Student Surveys

Students complete surveys through user friendly CoVitality survey link found in administrators dashboard and distributed to students via your preferred method

Real-time Individual Student, and School-Wide reports available in the reporting module for download via the CoVitality platform

Annual Reports with aggregate district analysis containing comprehensive student population SEL insights

Dedicated CoVitality Help Desk Access to Toll Free Remote Support

Support implementation of the CoVitality survey with access to technical experts who provide ongoing data analysis and backend troubleshooting upon request via a toll free 9am-5pm PST helpline.

Webinar Series Implementation Training Including Expert Consultation

SEL experts and implementation specialists offer weekly training series on a consistent schedule for your team to complete training on an ongoing basis and support dynamic scheduling needs and potential time constraints.

Pre-recorded training and additional staff resources including guides to aid the survey planning and preliminary project preparation and get started with the administration process are also available upon request.



:Project Based Pricing Agreement



Please communicate your decision to move forward with CoVitality by signing and emailing/faxing this signed letter proposal, along with a purchase order (if applicable), to the attention of Katianna Brent at **kbrent@mosaic-network.com**.

Once we have the signed proposal from your side, we will follow up with an invoice and next steps on getting the App configured and ready to go for your school.

We look forward to working with you, and as collaborative partners, would greatly appreciate it if you would share the impact of your unique CoVitality implementation. Please stay in touch with us as your administration proceeds, as we are very interested in expanding adoption of the tool and spreading the use case of your noble mission to other regional stakeholders with similar needs.

Thank you for being a leader in the social emotional learning community and for choosing CoVitality to support the mission to improve the global mental health of our next generation.

Accepted by,

A handwritten signature in blue ink, appearing to read 'Kerry Callahan', written over a horizontal line.

Date: 10/28/20

Kerry Callahan

Western Placer Unified SD

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratify Contract between Psyched Services
and WPUSD – November 2020
through June 30, 2021

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Susan Watkins 
Director of Special Education

ENCLOSURES:

Yes

DEPARTMENT:

Ed Services

FINANCIAL INPUT/SOURCE:

Special Education Budget

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

Attached is the contract between Psyched Services and WPUSD. This is for a Non-Public Agency for special educations services for three school sites. The contract period is from November 1, 2020 to June 30, 2021. The rates for assessments are included in the attached service agreement. The NPA costs are related to the services and will be funded from the District Special Education Program. Estimated cost based on 25 assessments at \$84,375.00.

RECOMMENDATION:

Administration recommends board ratify the contract with Psyched Services.

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made on 10/28/2020, between Psyched Services-Licensed Educational Psychology and Behavioral Services, P.C., a California Professional Corporation, ("Company"), with a principal place of business at 533 Airport Blvd, Suite 400 Burlingame, CA 94010 and Western Placer Unified School District, the "District" with a principal place of business at 600 Sixth Street, Lincoln, CA 95648.

I. DESCRIPTION OF SERVICES ("Services")

Company agrees to provide to the District, under the terms herein set forth, psychoeducational, psychological and/or behavioral assessment and consultation services for the District as described in Exhibit A. Company expressly excludes from its services rendering final opinions on whether or not initial assessments should take place, making final determinations as to what services to offer a pupil, or determining eligibility for special education services.

The District agrees to provide the Company with all items and services necessary to fulfill the request for Services, including but not limited to access to the student's educational records, access to the classroom, access to relevant campus information such as points of contact and site map, and adequate space to complete the testing on the site. Student records will be requested from the District via an electronic format (i.e. email or fax). At the District's request, the Company's staff will make copies of student records when on campus. Our staff are trained on SEIS and SIRAS. Providing us access to the internal system saves time as it enables us to pull special education records ourselves. If this is permissible, the District will provide Company a contact for setting up the login. In the case of virtual assessments, the District will ensure that students and families have access to a device and internet service as required to complete testing activities.

The District agrees to provide the Company with requested records, information, pupil's language needs and access to the campus for the completion of an assessment or service within five (5) business days of assigning the case to the Company. The timeline for completion will be agreed upon at the initiation of an assessment or service. Company shall not be required to perform until District delivers all records to Company nor shall it be considered a breach by Company for failure to perform without delivery of all requested information or access. All additional days in which District delays delivery of requested information shall toll as to the agreed upon completion date.

For assessments completed under 30 days, an expedited fee, as reflected in Exhibit A, will be added to the assessment cost per day and will not be subject to bulk or coupon discounts. The Company must receive a copy of the signed assessment plan and student information form in order to accept the case assignment. The date the signed parental consent is received by the Company will be considered the initiation date and the date the Individualized Education Plan ("IEP") meeting is scheduled to review the results plus any applicable tolling days will be considered the completion date. If the initial IEP meeting is scheduled and then canceled within five (5) business days, the initial scheduled date will continue to stand as the date of completion in determining if an expedited fee will be applied.

For ongoing agreements where a set number of cases or hours per month is not agreed upon at the outset of services, Company's staff availability is subject to change and it may not always be feasible to accommodate District's full request within the specified timeline. The best way to ensure Company's availability is to inform Company of District's assessment and service needs as far in advance as possible. Company will make every effort to accommodate the District's requests, but the Company's ability to do so will be subject to staff availability at the given time. Additionally, a signed assessment plan must be received by Company 45 days before the due date in order to ensure the Company's availability.

The Company is committed to upholding best practices when evaluating bilingual students. This includes formal and informal evaluations at the outset of the evaluation to determine the student's language dominance to assist with selecting the appropriate testing tools and procedures to be utilized for the remainder of the assessment. This may include, but is not limited to, review of records, parent interviews, student interview, direct testing completed by a bilingual examiner, and direct testing completed with the use of an interpreter. If it is determined additional bilingual testing is required, further testing in the alternate language through the use of a bilingual examiner or interpreter will be required. The Company reserves the right, using its sole discretion, to make that determination based on the data gathered.

The Company will make every effort to make the bilingual assessment process as cost effective as possible. Company will attempt to maximize the use of our English assessment staff, who are trained in bilingual assessment best practices, as well as a District provided interpreter, if available. If the District has an interpreter(s) available to assist with testing, the District will provide contact details as well as information regarding any relevant procedures.

If the Company provides a bilingual examiner and/or interpreter, direct services (performed by the Company with the parent/guardian or student) will be billed at the bilingual examiner hourly rate as reflected in Exhibit A. Additional time required for each case may vary, but typically 1-1.5 hours is required to establish language dominance and an additional 1-3 hours is required if further testing is needed in a language other than English. Special circumstances particular to a child and his or her needs may arise that require additional considerations in test selection and administration (e.g. rare language, deaf, etc.). In such cases, the Company will contact the District to further discuss and reach a mutually agreeable solution regarding testing procedures and fees prior to performing any testing beyond testing for language dominance.

District acknowledges that if a pupil has bilingual or other unique needs that may require unique testing accommodations or modifications and this is not disclosed to Company at the time of the initiation of Service, this may affect Company's ability to complete a Service within the agreed upon timeline or Company's ability to perform or complete a Service. Any delay created by District's failure to disclose any unique needs of the pupil shall toll the Company's completion date by the same amount of days that the delay caused.

Company will provide the District and the parent a copy of their report at least 72 business hours prior to the educational team meeting where the results of the assessment or service are to be presented so long as Company has received all information deemed necessary for

completion of the evaluation from both the parent/guardian and school staff. This includes, but is not limited to, standardized academic assessment, current report grade/grades, behavior rating scales, and background information. For expedited assessments, the Company will provide the District and the parent a copy of the report 24 hours prior to the team meeting. Company is committed to providing consistent and thorough communication to school and family partners. Evaluations include up to 1 hour of consultation with the parent or educational team prior to the Individualized Education Plan ("IEP")/review meeting and attendance at the IEP for up to 1 and a half hours. Additional time will be billed at the consultant hourly rate as indicated in Exhibit A.

Completion of IEP paperwork or any other district documents is solely the responsibility of the District. The Company will agree to complete the following IEP forms/actions at the District's request and as permitted by the applicable SELPA: the Specific Learning Disability ("SLD") Identification page and any other portions related to the student's eligibility that were within the scope of the Company's assessment, portions of present levels, progress monitoring, and goals relevant to services provided by Company, and uploading Company's reports to a web IEP system.

After the conclusion of the team meeting, the Company will provide the District with a copy of their report and all student records that were generated as part of the service/assessment, including original test protocols.

The results of the assessment/independent evaluation will be considered in the identification, program decisions, and educational services to be provided to the student with disabilities as required by the Individuals with Disabilities Education Act and/or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701).

The District agrees that the Company nor its staff will not control the decisions in the District's recommendations. The District will be solely responsible for: i) determining whether or not to test a pupil under any applicable Child Find laws pursuant to 20 U.S.C. 1412(a)(3); ii) what course of action, if any, to take after it receives the results of any assessment or Service by Company; iii) providing or generating any reports, plans, paperwork or other data subsequent to Company's assessment or Service, including but not limited to, an IEP, Section 504 plan, behavior intervention plan, or other accommodation plan; and (iv) assigning and implementing any staff or staff action as a result of any determined course of action derived from Company's assessment or Service.

II. COMPENSATION

District agrees to compensate Company for Services rendered pursuant to this Agreement in amount as reflected in Exhibit A. Once District assigns the Service to the Company, should termination of the Service be requested by the District for any reason, the District shall be responsible for payment of a cancellation fee of \$250 in addition to any clinical services performed (e.g. file review, observations, report writing), which will be billed at the applicable hourly rates set forth in Exhibit A.

The District agrees to deliver payment within thirty (30) calendar days of receipt of invoice. Assessments will be billed after the Company has submitted the report to the family and

school team and any other services will be billed for those completed within the invoice period. In the event where delays in assessment has occurred (e.g. school closures, extended absences) the Company reserves the right to bill for any assessment where work has been performed 45 calendar days after receipt of the assessment plan from the District.

If payment is late recurrently, Psyched Services reserves the right to enforce a late penalty of 1.5% of the total outstanding invoice per month after the payment due date.

District must bring any invoice disputes to Company's attention within sixty (60) calendar days of the date of invoice else District agrees to pay the full invoice.

Expenses. If the District requests copies of any reports or other data created by the Company beyond the copies provided at the educational team meeting, it shall pay for any paper copies or media storage at its own expense. Company shall charge the District for any copies in any format at cost. Should a situation arise that would require letters, opinions, be required to testify in court, incur legal costs, or anything beyond the scope of Services as described in Section I, District agrees to reimburse Company for all costs or fees incurred by Company.

III. TERM AND TERMINATION

The term of the Agreement is for the period from 10/26/2020 through and including 6/30/2021. Company shall perform all services in a manner consistent with the orderly progress and sequence of the work leading to completion.

This Agreement may be terminated by either party without cause early upon thirty (30) days written notice. In the event of a termination without cause, the District shall pay Company for all Services performed under this Agreement supported by documentary evidence up until the date of the notice of termination.

This Agreement may be terminated by District upon thirty (30) days written notice to Company if the District should decide to abandon or indefinitely postpone the project that is the subject of the Services. In the event of a termination based upon abandonment or postponement by District, the District shall pay the Company for all Services performed under this Agreement. District shall pay for services in the manner prescribed under Section II, Compensation.

IV. INDEPENDENT CONTRACTOR STATUS

While engaged in performance of this Agreement, the Company is an independent contractor and is not an officer, agent, or employee of the District. Company is not entitled to benefits of any kind to which District's employees are entitled. Company shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning Company or any of its employees or agents.

V. OWNERSHIP

A. Nothing in this Agreement shall be construed as granting District any license, for any

purpose, under any patent, copyright, or other intellectual property rights of Company.

B. District and Company will obtain prior written permission from each other before using the other party's name, symbols, and/or marks of the other in any form of publicity in connection with the work performed under this Agreement. Further, District's use of the name, symbols, and/or marks of Company or the names of Company's employees or independent contractors shall be limited to identification of Company as the purveyor of services under this Agreement. Further, parties expressly agree that each may publicly announce the existence of this Agreement or business relationship once it is fully executed by the parties.

VI. CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES

Company makes the following certifications, representations, and warranties:

A. Company is qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Company has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

B. Company, in providing Services and in otherwise carrying out its obligations under this Agreement, shall, at all times, comply with all applicable federal, state and local laws, rules, regulations, ordinances and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District.

C. Company shall at all times enforce appropriate discipline and good order itself and among its staff and shall not employ or work any unfit person or anyone not skilled in providing the Services required under this Agreement.

District makes the following certifications, representations, and warranties:

A. At all times, the District shall inform and make available to Company any policies, procedures, rules, and laws that are applicable to Company's provision of Services for the District. The District shall promptly inform the Company of any new or changing policies, rules, or laws that it is requesting the Company follow in order to perform Services under this Agreement.

B. At all times, District warrants that it has obtained the appropriate consent from the pupil's parent or legal guardian regarding the provision of Services; and, if necessary, District has obtained the appropriate release in order to obtain or distribute information between the parties or to a third party designated by District to receive the information. Should any additional consent or release be necessary, the District will, in good faith, work with the Company to obtain all the necessary consent or releases in order for Psyched Services to perform Services.

C. District shall provide all necessary equipment and facilities for the Company to render Services unless the parties specify in writing otherwise.

VII. PUPIL SAFETY AND FINGERPRINTING

Company shall comply with all provisions of the Education Code that protect the safety of any pupil that may come in contact with employees or independent contractors of the Company. Pursuant to Education Code section 45125.1, Company shall conduct criminal background checks of all employees and independent contractors of Company assigned to provide services, and shall certify that no employees or independent contractors who have been convicted of serious or violent felonies as specified in Education Code Section 45125.1 will have contact with pupils, by utilizing the General Certification Regarding Background Checks Form. As part of such certification, Company shall provide the District with a list of all employees and independent contractors providing services pursuant to this Agreement and designate which sites such employees and independent contractors will be assigned if requested by the District.

VIII. INSURANCE

Company, at its sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with insurers qualified to do business in the State of California which will cover claims which may arise out of or result from Company's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

A. Workers' Compensation. Workers' Compensation as required under California State law (if applicable).

B. Commercial General Liability, Employer's Liability, Auto Liability Insurance and Professional Liability Insurance. Company shall secure and maintain appropriate insurance coverage as may be needed to protect the District against any liability arising out of this Agreement.

IX. HOLD HARMLESS; INDEMNIFICATION

As to third party claims: District agrees to indemnify and hold harmless the Company, its officers, directors, shareholders, agents, and employees (collectively "Indemnatee") from any and all claims (whether by contract or in tort), losses, actions, damages, expenses, liabilities, recoveries, settlements, expenses (including interest, penalties, attorney fees, accounting fees, and expert witness fees) incurred by Indemnatee ("Losses"), known or unknown, contingent or otherwise, directly or indirectly arising from or related to a) the suits, actions, and claims to services in this Agreement and any related agreements; and b) arising out of the passive negligent acts or omissions of Company, its officers, agents, or employees and independent contractors by reason of the operation of this Agreement.

As to the each other: Each party agrees to indemnify and hold harmless the other party, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities (both arising out of contract or tort law) arising out of the passive negligent acts or omissions of the other party, its officers, agents, or employees and independent contractors by reason of the operation of this Agreement.

X. CONFLICT OF INTEREST

Company covenants that, at the execution of this agreement, it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Company believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. Company agrees to inform District of all of the Company's interests, if any, which are or which the Company believes to be, incompatible with any interests of District.

XI. RESOLVING DISPUTES

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, payment or nonpayment for work performed or not performed, or any tort, the parties shall work together in good faith to resolve the dispute informally. If the dispute cannot be resolved informally, any dispute, claim, or controversy exceeding \$5,000.00 USD arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Mateo County before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

XII. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Company.

XIII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of San Mateo, State of California or the Northern District Court of California located in Alameda County, California.

XIV. NON-WAIVER

The failure of Company to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that Company may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

XV. AUTHORITY

The individuals executing this Agreement on behalf of the parties each represent and warrant that they have the legal right and actual authority to bind the parties to the terms and conditions hereof.

XVI. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations and understandings, either

written or oral. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. This Agreement may only be modified by written agreement signed by both parties. The terms and conditions contained herein shall exclusively govern the Services to be provided hereunder.

XVII. COUNTERPARTS

The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all of the parties; each counterpart shall be deemed an original instrument as against any party who has signed it. The parties further agree that signatures sent by electronic mail, in .pdf format, shall be treated as original signatures to this Agreement.

XVIII. SURVIVAL


Articles III, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XVIII and XIX shall survive termination or expiration of this Agreement.


XIX. NOTICES

Whenever notice is to be served under this Agreement, service shall be made personally, by facsimile transmission, by overnight courier, or by registered or certified mail, return receipt requested. Notice shall be effective only on receipt by the party being served, except notice shall be deemed received 72 hours after posting by the United States Post Office in the manner described in this paragraph. Notices shall be sent to the addresses listed below unless otherwise designated by each party.

IN WITNESS WHEREOF, the parties hereto on the day and year written below have executed this Agreement.

DISTRICT

DocuSigned by:

 4032442642332441...
 Signature
 Name: Kerry Callahan
 Title: Deputy Superintendent
 Address: 600 6th St, Suite 400
 Lincoln, CA 95648

PSYCHED SERVICES – LICENSED
 EDUCATIONAL PSYCHOLOGY AND
 BEHAVIORAL SERVICES, P.C.

 745224774522477...
 Signature
 Name: Marlene Schwaighofer
 Title: Owner
 Address: 533 Airport Blvd. Suite 400
 Burlingame, CA 94010



PsychEd
Services

ASSESSMENTS

Price includes 1.5 hour remote IEP meeting attendance & up to 1 hour pre-meeting consultation

PSYCHOEDUCATIONAL EVALUATION / \$3375

Add academic assessment/\$650

Add ERMHS evaluation/\$250

**remote or in-person assessment*

ERMHS / \$3375

Stand-alone evaluation to provide recommendations for Educationally Related Mental Health Services

FBA / \$4600

Functional Behavior Assessment; includes accompanying BIP (Behavior Intervention Plan)

IEE / \$5000

Independent Educational Evaluation

ACADEMICS / \$1000

Stand-alone assessment of academic achievement

INDIRECT ASSESSMENT

Triennial records review or new assessment completed virtually using rating scales & interviews /\$120 per hour

ENGLISH LEARNERS

Bilingual practitioner/\$250 per hour

Virtual interpreter/\$150 per hour

PROFESSIONAL SERVICES

Additional services provided by a BCBA or school psychologist

POCKET COACHING

Telesupport for families & educators; designed to support ABA principles and intervention maintenance/\$120 per hour

CONSULTATION

On-site/\$300 for first 1.5 hours;

\$180 each additional hour

Remote/\$120 per hour

**Includes IEP meeting attendance*

ERMHS COUNSELING

Remote/\$120 per hour

**Currently offered as a virtual service only; please inquire about on-site availability*

PROFESSIONAL DEVELOPMENT

On-site staff training/\$500 per hour

Webinar/\$120 per hour

**Please inquire for a list of currently developed topics; custom trainings may be developed on request for an additional fee*

ADDITIONAL FEES

EXPEDITED ASSESSMENTS

Additional charge for any assessment completed under 30 days/\$45 per day

**Subject to availability*

CANCELLATIONS

IEP meetings cancelled with less than 24-hour notice will be billed \$250 for on-site or \$100 for remote

Professional services completed prior to cancellation will be billed at the consultation rate listed above; associated administrative tasks will be billed at \$50 per hour

WWW.PSYCHEDSERVICES.COM

650-427-0110

learn.do

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Low Bidder for District-wide Broadband
And Ethernet Service E-Rate Year 2021 (Year 24)

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick, 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Funds/E-rate Funds

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

The District is required to advertise for Ethernet services on the District website if e-Rate discounts are sought. An RFP covering Broadband/Ethernet service was posted to the District website and advertised in the local newspaper as required under e-Rate requirements.

Three companies submitted an RFP. Of the three submissions, WAVE Communication's proposal had the highest score of 445, with 500 being the highest possible score, based on the RFP selection criteria and requirements. The Ethernet service contract from WAVE Communications provides broadband and Ethernet services district-wide.

RECOMMENDATION:

Administration recommends Board approve the contract to form with WAVE Broadband for Ethernet service for the District. Board approval only allows staff to file the proper E-rate forms but in no way commits the District to following through with the project should E-rate funding not materialize. This contract is contingent upon final approval of E-Rate funding.

E-Rate Bid Assessment Worksheet
Reviewed Month 10, 2020

Funding Year 2021 (YR24)
470 Application Number 210000568 YR 24 ALL

Notes:	
*	Percentage weights must add up to 100%. Price must be weighted the heaviest.
**	Evaluated on a scale of 1 to 5: 1=worst, 5=best. Max score of 500
***	Weight x Raw Score

Vendor Scoring (use additional worksheets if necessary)

Description	Ethernet Service (RFP #21-100)	Wave		Consolidated		AT&T	
		Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***
Selection Criteria	Weight*						
Price	30	4	120	3	90	5	150
Experience of the Bidder	25	5	125	3	75	4	100
Terms of service & implementation timeline	20	5	100	4	80	3	60
Quote, preparation, thoroughness and Responsiveness to Proposal	25	4	100	5	125	3	75
	100.00		445		370		385

Bid reviewed on 10-29-20220 by: Tsugufumi Furuyama



Western Placer Unified School District

RFP Response

#21-100

"Ethernet Service – E-rate YR 2021 (YR24)"

470 # 210000568

Due Date: October 22, 2020 by 3 PM PST

Delivered to:

Western Placer Unified School District

Attn: District Office

600 Sixth Street, 4th Floor, Lincoln, CA 95648



Western Placer Unified School District
Attn: District Office
600 6th Street, 4th Floor, Lincoln, CA 95648

RE: RFP #21-100 "Ethernet Service – E-rate YR2021 (YR24)"

Good Afternoon,

Wave Division Holdings, LLC d/b/a Wave Business is pleased to present its response for this RFP for Western Placer Unified School District. Wave Business acknowledges receipt of every communication and addendum issued for this solicitation and have read, understood, and will fully comply with all mandatory requirements identified in the RFP and associated documents unless noted in this response.

Wave Business has made every effort to present the most complete and cost-effective solutions in our response. Wave is proposing services and network designs that we believe will benefit the District. These solutions can be easily be upgraded if the District choose to do so – without additional build costs. I will be your main point of contact and my information is below.

Please review this document and attachments carefully and if you have any questions, I welcome the opportunity to meet face-to-face or via phone to address, discuss, and review this proposal in its entirety. We want you to completely understand the service dynamics, support, and technology being offered.

Thank you for the opportunity to continue working with Western Placer Unified School District. We sincerely believe our team is presenting solutions that will continue to demonstrate not only our capabilities, but our commitment to provide solutions that are cost effective and meet your every need.

Mike Puckett, Education Channel Manager
13483 Seabeck Hwy NW, Seabeck, WA 98380
Voice: (360) 550-4496 / Cell: (206) 406-9672
E-mail: mpuckett@wavebusiness.com
SPIN # 143030836 FRN#0015-63-7911 GREEN LIGHT STATUS: ACTIVE

Respectfully,

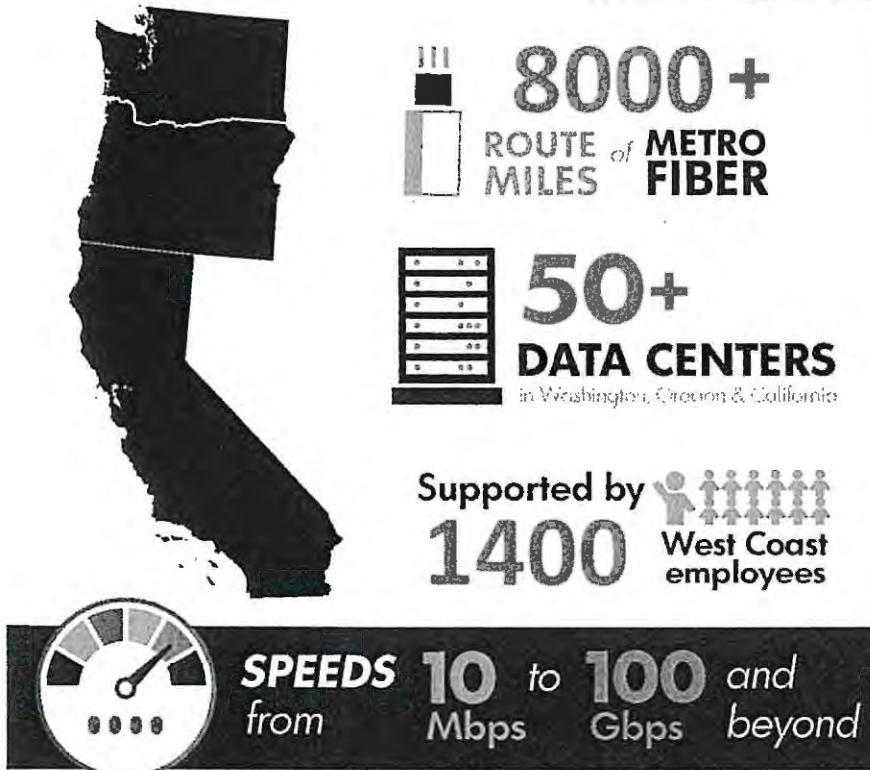
A handwritten signature in black ink, appearing to read "M. W. Puckett", written over a horizontal line.

Michael W. Puckett, Education Channel Manager – Wave Business

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- Why Choose Wave Business – Page 4
- Network Design and Solution – Page 5
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- Sample Time Line Installation Steps – Page 11
- Response Service Provider Requirements – Page 12
- Response Service Provider Acknowledgements – Pages 13-15
- Cost Proposal and RFP Signed Pages – Attached at end of proposal
- Master Services Agreement – Attached at end of proposal
- Service Level Agreement – Attached at end of proposal
- Transport Service Orders – Attached at end of proposal
- PDF Files of Proposal – Attached Separately with Originals Proposal

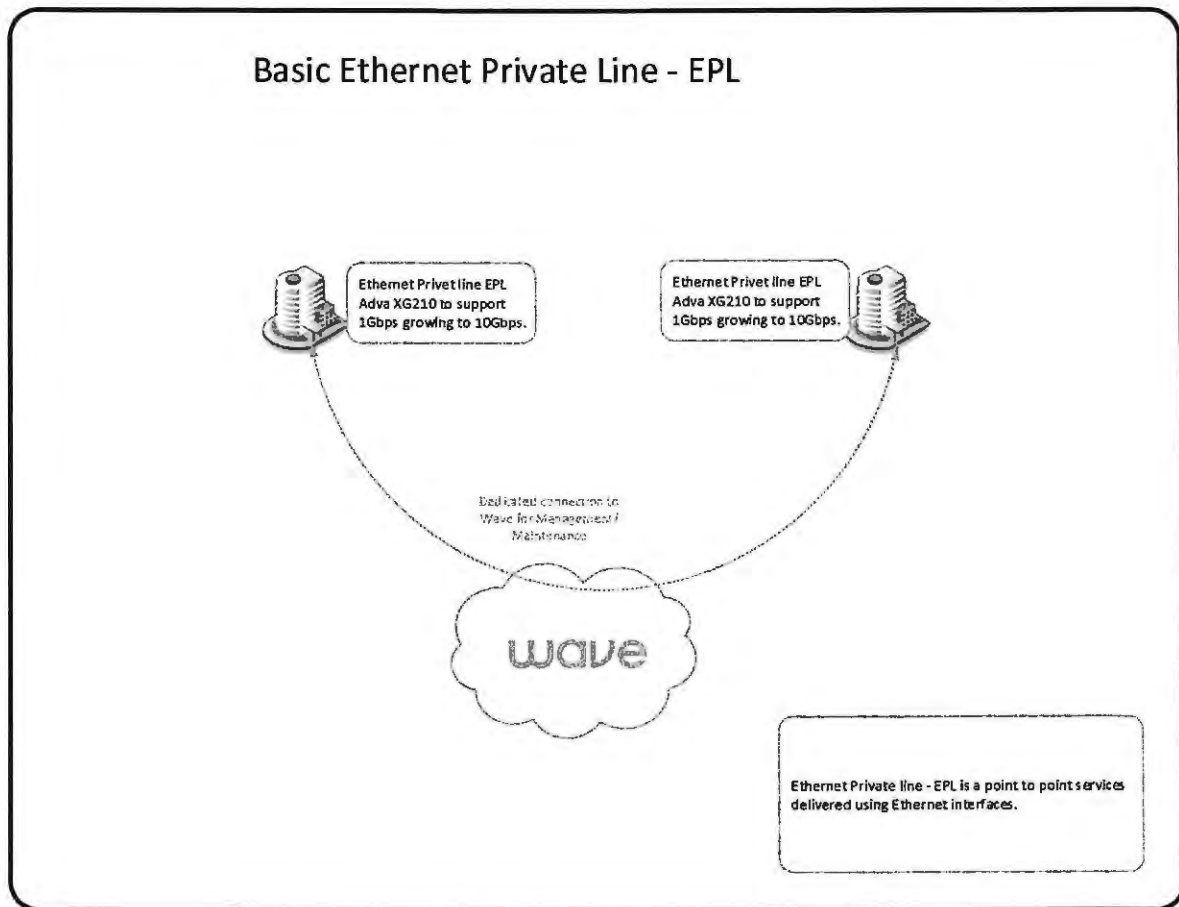
wave **LARGEST REGIONAL**
business **BROADBAND PROVIDER**
on the West Coast



Why choose Wave Business?

- **Scale** – Our system is the third largest IP network on the West Coast, designed and built solely for IP transit. With our recent acquisition, Wave is now the 6th largest internet and cable operating in the nation.
- **Network Architecture** – the most advanced state-of-the-art fiber optic network and architecture in the western U.S.
- **Redundancy** – more points of presence than any other provider in our West Coast footprint – microwave mesh network for redundancy.
- **Headroom** – operate our network to 40% – 45% of capacity to allow for maximum speed and throughput and accommodate DDoS attacks and trunk breakage.
- **Direct peering** – we peer with all major content providers with direct 10 gigabit fiber connections in key data centers – result is lowest latency in the industry.
- **Play well with others** – we respect other providers and cooperate through all aspects from construction to service delivery

NETWORK DESIGN AND SOLUTION





OUR ORGANIZATION

Wave Division Holdings, LLC dba Wave Business operates leading broadband cable systems under the trade name Wave Broadband in the Tier 1 suburban markets of Seattle, WA, Portland, OR, Sacramento, CA, and San Francisco, CA. As of September 1, 2018, we had approximately 291,650 customer relationships, and served approximately 482,010 revenue generating units ("RGUs"), including approximately 271,825 HSD subscribers and approximately 88,530 voice subscribers.

Wave serves residential and small-to-midsized business customers through a fully-upgraded, fiber-rich and redundant communications network, which utilizes a variety of state-of-the-art technologies including up to 860 MHz hybrid fiber-coaxial ("HFC") systems and select fiber-to-the-home ("FTTH") service areas. Our four primary markets are interconnected through 10 and 100 Gbps networks of owned and leased fiber transport connections that allow us to transmit data, video, voice and internal communications traffic between our systems.

In addition to our HFC and FTTH network, we offer business solutions that utilize owned metro fiber assets in Seattle, Portland, Sacramento, and San Francisco all of which are interconnected to our 10 and 100 Gbps fiber backbone.

Wave Business, our commercial services division, offers a range of telecommunication solutions to local businesses, enterprises, other telecommunications carriers, and institutions such as schools, hospital networks, government agencies and military bases throughout our fiber footprint.

Wave Business is a facilities-based provider of communications products including:

- Multi-line business-class phone offerings,
- Commercial-class Internet services,
- Enterprise-level dedicated fiber-optic direct Internet access,
- Point-to-point fiber communications services, and
- Colocation capabilities

Wave entered its first market, Seattle, through the completion of three acquisitions in 2003 and established central operations in the Seattle area. From the start, we have grown both organically and through acquisitions of cable systems and fiber assets. Our commercially-focused acquisitions have enhanced our product offerings with additional fiber-based enterprise solutions and significantly added to our fiber assets. In addition, these acquisitions have added expertise and capabilities to take advantage of commercial growth opportunities across all of our markets.

In early 2018, Wave merged with RCN Telecom Services and Grande Communications to form the nation's sixth largest cable operator. Together, the combined companies cover a vast and growing nationwide fiber footprint spanning nearly 20 metro areas in 11 states including California, Illinois, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Texas, Virginia, Washington, and Washington, D.C.

OUR STRENGTHS

Advanced and interconnected network infrastructure

- We have made a significant commitment to develop and maintain a state-of-the-art network. Earlier this year, we invested over \$5MM in core network upgrades to ensure we maintain an industry leading network from a reliability, scalability and cost perspective. Our four markets in Seattle, Portland, Sacramento, and San Francisco are all interconnected through 10 and 100 Gbps networks of owned and leased fiber transport connections that allow us to transmit all HSD, video, voice and internal communications traffic between our systems.

OUR STRATEGY

Provide our customers with a full suite of advanced connectivity solutions through a fully-upgraded network

- We continually strive to provide customers with the industry's newest, high-quality advanced solutions and attractive discounted bundles that enhance customer retention.
We're local
- Look around a bit and you're sure to see a Wave vehicle nearby. That's because our technicians and support staff live in your area. Our fiber splice teams are also local.

Provide superior customer service

- Wave seeks to maximize customer satisfaction and retention by providing superior customer service through our in-house customer call center, excellent technical service assistance and network reliability. We operate a centralized customer call center at our Kirkland headquarters, which handles customer service and support for all of our products. We provide live 24/7/365 technical support for both residential and commercial customers. Our customer service operations utilize technologically advanced software and equipment that enhance interactions with our customers through more intelligent call routing, data management, forecasting and scheduling.
- Providing our customers with best-in-class support services will remain our priority going forward as we work hard to deliver the best products, a superior value, world-class customer service, and the most reliable network.
- By accomplishing this, Wave rises above the competition to become the number one choice for broadband products and services.



TIME-LINE and TECHNICAL NOTES

If awarded the agreement, within 14 days (or as soon as a meeting can be agreed to), the District will have a choice to meet with a member of the Wave Fiber Design and Construction team. This meeting would be to go over any potential circuit updates or any design changes (if needed) to best suit WPUSD's needs. At this same time, a Business Implementation Manager will be assigned that will work directly with the WPUSD to provide on-going updates, request information and provide answers to any questions.

This additional circuit installed within the District's Network is expected to take approximately 8 weeks and will be ready by 7/1/2021 – or sooner if requested by District.

Service will be delivered via single-mode fiber to a NID installed at the demarcation point. Handoff will be Ethernet via single-mode fiber on an LC connected. Any Dark Fiber will be single mode G.652.

CPE will be deployed with dual power supplies to ensure fault tolerance. DC power supplies are available for units deployed in a DC-powered data centers.

SUPPORT NOTES

Wave has a 24/7/365 NOC that is manned by Wave employees at its headquarters in Bothell, WA. A full escalation list with contacts, phone numbers and email addresses will be issued to the District at the kickoff meeting following award of contract. All issues flow through Wave's NOC. All tickets are started by a call to the NOC at 888-317-0488 or an email to noc@wavebroadband.com.

Wave will also have designated team members to assist with any billing issues (USAC or otherwise) and will work with the client on getting the information into the billing system that is required by the District. Besides your primary Contact, WPUSSD will also be supported by a California state Account Manager to handle specific issues.

Wave's High Availability SLA, Master Services Agreement and Transport Service Orders have been attached at the end of this proposal. If awarded this RFP, Wave will supply originals for signature in a timely fashion.

Western Placer Unified School District will be supported by Wave's regional office in Rocklin, CA. Local technical and support personnel are based in the immediate area.



PRICING NOTES

Taxes for PTP (transport) circuits are estimated at 18.4%. A complete breakdown of those taxes is available to Western Placer Unified School District.

Taxes for DIA circuits are a flat \$3.17 per circuit.

While copies of agreements have been attached to the RFP – if awarded these circuits, Wave will supply originals of the MSA, Service Order and SLA for signature in a timely manner following the notice of award.

REFERENCES

- Edmonds School District (41-site dark fiber network) – Cynthia Nelson (Director of Technology) – 20420 68th Ave W, Lynnwood, WA 98036 – NelsonC@edmonds.wednet.edu - 425-431-7337
- Placer Union High School District: Mick Shatswell (Director of IT) – 1300 New Airport Road, Auburn, CA 95603 – mshatswell@puhsd.k12.ca.us
- Western Placer Unified School District – Tsugu Furuyama (Director of Technology) – Lincoln, CA 95648 - tfuruyama@wpusd.k12.ca.us
- Placer County Office of Education (CA): James Anderberg (Executive Dir of Admin Services) – 360 Nevada Street, Auburn CA 95606 – 530-889-5904 – janderberg@placercoe.k12.ca.us
- K-20 Education Network (WA): Amanda Carroll – 410 11th Avenue SE, Suite 204, Olympia. WA 98501 - 360-292-4193 – amandac@k20wa.org
- North Thurston Public Schools (WA - 20-site fiber WAN): Derek Stewart (Director of IT) – 6620 Carpenter Rd SE, Lacey, WA 98503 – 360-412-4503 – dstewart@nthurston.k12.wa.us
- Woodland Joint Unified School District (CA – 20 site fiber WAN): Tina Burkhart (Director of IT) – 435 Sixth Street, Woodland, CA 95695 – 530-406-3110 – tina.burkhart@wjusd.org
- Modesto City School District (CA – 39 site Dark Fiber WAN): Anthony Gattuso (Network Manager) – 1017 Reno Avenue, Building A, Modesto, CA 95351 – 209-492-8000 – gattuso.a@monet.k12.ca.us
- Santa Maria-Bonita School District (CA – 10 Gbps DIA): Brian Rieke (Director of IT) – 708 S. Miller Street, Santa Maria, CA 93454 – 805-361-8155 – brieke@smbbsd.net
- Manteca Unified School District (CA – 4 Gbps DIA): Ungel Mamon (Network Supervisor) – 2271 W Louise Avenue, Manteca, CA 95337 – 209-858-0922 – umamon@musd.net
- San Mateo Union High School District (CA – 5 Gbps DIA): Simon Bettis (Dir IT) - 650 N. Delaware Street, San Mateo, CA 94401 – 650-558-2489 – sbettis@smuhdsd.org
- Sno-Isle Libraries (WA – Dark Fiber WAN): Nick Fuchs – 7312 35th Ave NE, Marysville, WA 98271 – 360-651-7115 – nfuchs@sno-isle.org

SAMPLE TIME LINE STEPS:

FULL BUILD (Lit)

IPM Review
SOW/BOM/CPM WB
CAR Request
Internal Kick Off Call
CAR Approved
ICOMS SO Request
EDP Review
Meet & Greet Call
CPM Workbook Creation/
Kickoff
CM Assignment/Review SOW
Introduce CL to Customer
Site Visit / REA Submit
REA Approval
Route Design
Finalize SOW
Permitting
Construction and Fiber Install
Network Design and Review
On-Net OSP Splicing
Tie-In OSP Splicing
Submit Docs - Splicing
Jumpers / Demarc / Testing /
Re-Burns
Submit Docs - Termination /
Testing
Design Review/Pass OTDR
Handoff Ports
AGG Install
Electronic Provisioning
CPE Monitoring
Initial Completion Notice
Test & Turn Up
Final Completion Notice
Sugar PSO Completion/Close
Ace Project

Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP. Wave has read and will comply
2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:
<http://www.usac.org/si/serviceproviders/step01/default.aspx> Wave's SPIN is 143030836
3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do> Wave's FRN is 0015-63-7911
4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html Wave has a Green Light Status
5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year. Wave has read and will comply
6. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines. All Wave Service proposed in this RFP are E-Rate Eligible
7. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites. Wave has read and will comply
8. In the event of questions during an E-rate pre-commitment review, postcommitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal. Wave has read and will comply
9. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://usac.org/si/service-providers/step02/lowest-correspondingprice.aspx> Wave has read and will comply

Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution. Wave has read and will comply
2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price. Wave has read and will comply
3. This offer is in full compliance with USAC's Free Services Advisory <http://usac.org/sl/applicants/step01/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it. Wave has read and will comply
4. **Starting Services/Advance Installation:** The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. Wave has read and will comply

5. **Early Funding Conditions:**

- **Category 1**

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 023365, released December 6, 2002). This FCC decision only applies to Priority 1 services



(Telecommunications Services and Internet access). The complete text can be found at the following URL: <http://www.usac.org/sl/applicants/step05/installation.aspx> Wave has read and will comply

- Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks. Wave has read and will comply

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

6. Invoicing

The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC. Wave has read and will comply

7. FCC/SLD Auditability

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period. Wave has read and will comply

8. Procurement of Additional Goods and/or Services/Coterminous Expiration During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions. Wave has read and will comply

Cost Proposal

RFP 21-100

Responder Company Name: Wave Division Holdings, LLC d/b/a Wave Business

Responder Name: Michael W Puckett

Responder Title: Education Channel Manager

Responder SPIN: 14303083

Responder Phone: 360-550-4496

Please provide pricing for a **three-year term** on the below (with the option for two one-year extensions):

Item no.	Sites	Existing Ethernet service	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 10Gbps	One time Installation Costs	Curb to MPOE Costs
1	District Office (HUB)	10000 Mbps					
	<u>REMOTE LOCATIONS</u>						
2	Twelve Bridges High School 2360 Fieldstone Dr 38.849272,-121.2897859	NEW	\$750.00	\$1000.00	\$1500.00	\$0.00	\$0.00

Responding to Request For Proposal No. 21-100 due October 22, 2020 before 3:00 PM

RFP Form

RFP 21-100

Western Placer Unified School District
600 Sixth Street, 4th Floor
Lincoln, California 95648

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: Wave Division Holdings, LLC d/b/a Wave Business

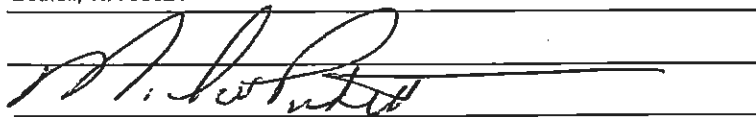
Legal Status (i.e., sole proprietorship, partnership, corporation): LLC

Tax I.D. Number (Sole Proprietorship Only): _____

Address: 3700 Monte Villa Parkway, Suite 110

Bothell, WA 98021

Authorized Representative:



Signature

Michael W Puckett

Name (Print or Type)

Education Channel Manager

Title

10/15/2020

Date

(360) 550-4496

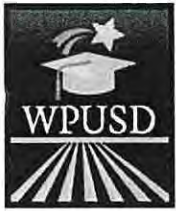
Phone

()

Fax

mpuckett@wavebusiness.com

E-mail address



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400, Lincoln CA 95648
Ph: 916-645-6350

Board of Trustees: Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

Letter of Agreement - RFP 21-100

Pursuant to the terms of Western Placer Unified School District's RFP # 21-100 for Ethernet Service, (Name of Company) Wave Division Holdings, LLC d/b/a Wave Business's response to RFP #21-100 dated (mm/dd/yyyy) 10/15/2020, (Name of Company) Wave Business will provide the equipment and services per RFP # 21-100 effective the date of issuance of Western Placer Unified School District Purchase Order(s).

(Name of Company) Wave Business and Western Placer Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Western Placer Unified School District for E-Rate Year 2021 (Year 24), and Western Placer Unified School District Board of Education approval.

The Western Placer Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Western Placer Unified School District shall not be responsible for any costs to Bidder prior to termination.

Western Placer Unified School District

Authorized Representative Signature

Date: _____

Name: Audrey Kilpatrick

Title: Assistant Superintendent

Address: 600 Sixth Street

Lincoln, CA 95648

Phone: 916-645-6350

Email: akilpatrick@wpusd.k12.ca.us

Wave Division Holdings, LLC d/b/a Wave Business

(Name of Company)


Authorized Representative Signature

Date: 10/15/2020

Name: Michael W Puckett

Title: Education Channel Manager

Address: 3700 Monte Villa Parkway, Suite 110

Bothell, WA 98021

Phone: 360-550-4496

Email: mpuckett@wavebusiness.com

Fingerprint Certification

RFP 21-100

Responder Certification

I, Michael W Puckett, am an authorized representative of/doing business as (Name of Responder/consultant) Wave Business, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Western Placer Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 15th day of October, 2020, in _____ County, California.

Wave Business

Name of Responder/Consultant (please print)

Michael W Puckett

Name/Title of Authorized Representative (printed)




(Signature)

Statement of Non-Conflict of Interest

RFP 21-100

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.



Signature

Michael W Puckett

Printed Name

Education Channel Manager

Title

Wave Business

Responder

10/15/2020

Date

Insurance Acknowledgement

RFP 21-100

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Western Placer Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. Indemnification & Insurance:

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.



Signature

Michael W Puckett

Printed Name

Education Channel Manager

Title

Wave Business

Responder

10/15/2020

Date



**MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES
California E-Rate Customer**

This Master Services Agreement for Enterprise Services: California E-Rate Customer (this "**MSA**") is entered into as of this _____ day of _____, 2018 (the "**Effective Date**"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company, on behalf of itself and its Affiliates (collectively, "**Provider**"), and _____, a _____ ("**Customer**"). For purposes of this MSA, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a "**Party**" and together as the "**Parties**."

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the "**Services**"). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more "**Service Orders**," as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "**Service Site**"); (iii) the initial term of the Service Order (the "**Initial Service Term**"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("**MRC**") for the Service, and (b) any non-recurring charges ("**NRC**") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the "**Agreement**."

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the "**SLA**"), the SLA constitutes a part of this MSA. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "**AUP**") which is posted on Provider's website at <http://wavebusiness.com/commercial-AUP>. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "**Service-Specific T&Cs**") which is posted on Provider's website at <http://wavebusiness.com/serviceterms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the "**MSA Term**") shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The term of each Service Order shall be as specified in the Service Order.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect

Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 **Customer Default.** Each of the following shall constitute a default by Customer under this Agreement (each a separate event of “Default”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of this Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 **Remedies for Customer Default.** In the event of a Default by Customer under this Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iv) pursue any other remedy available to Provider under this Agreement or applicable law. If Provider terminates one or more Service Orders due to Customer Default, Customer shall pay a “**Termination Charge**” to Provider equal to the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date for the Service Order at issue; and (b) a percentage of all remaining MRCs Customer was to pay Provider for the remainder of the applicable Service Term (the “**Remaining Monthly Service Charges**”). If a Termination Charge is incurred during the first year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be one hundred percent (100%). If a Termination Charge is incurred during the second or third year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be seventy-five percent (75%). If a Termination Charge is incurred during or after the fourth year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be fifty percent (50%). If incurred, the Termination Charge will be due and payable within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider’s actual damages and is not a penalty.

5.3 **Provider Default.** Each of the following shall constitute a Default by Provider under this Agreement: (i) if Provider fails to comply with any material provision of this Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 **Remedies for Provider Default.** In the event of a Default by Provider under this Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); (ii) terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iii) pursue any other remedy available to Customer under this Agreement or applicable law. Early termination by customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 **Early Termination for Customer Convenience.**

(a) **E-Rate Funding Contingency.** Customer is a participant in the Federal Universal Service Discount program for schools and libraries (“**E-Rate**”), offered by the Federal Communications Commission via the Schools and Libraries Division (the “**SLD**”). Customer may enter into one or more Service Orders with Provider to purchase Services through the E-Rate program. Should Customer enter into any Service Order with Provider for Services that Customer intends to fund, in whole or in part, through the E-Rate program, then Customer shall have the right to discontinue any one or more of such Services and/or terminate the corresponding Service Order(s) if Customer’s request for E-Rate funding is denied, cancelled or otherwise discontinued by SLD. In such event, Customer shall deliver no less than thirty (30) days’ advance written notice of termination to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated and the date on which such early

termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

(b) Non-Appropriation Contingency. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Default. As set forth in Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.3 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for the remainder of the Service Term for the discontinued Services; and (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. “**Confidential Information**” shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party’s disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 California Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that California law limits the ability of Customer to

shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the California Public Records Act, California Government Code §§ 6250 – 6276.48, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not complaint with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the “**Provider Indemnified Parties**”) harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer’s negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer’s noncompliance with or Default under the Agreement; and/or (iii) Customer’s failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the “**Customer Indemnified Parties**”) harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider’s negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider’s noncompliance with or Default under the Agreement; and/or (iii) Provider’s failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified party shall promptly notify the indemnifying party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified party without the consent of the indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying party, all at the cost and expense of the indemnifying party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer’s payment obligations under Article 4) due to causes beyond such Party’s reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, a governmental authority’s failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a “**Force Majeure Event**”). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a “**Dispute**”) arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of California. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of California in and for San Mateo County, or in the Federal District Court for the Northern District of California, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement

or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:

WaveDivision Holdings, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Paul Koss
Email: pkoss@wavebroadband.com

If to Customer:

With a Copy to:

WaveDivision Holdings, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Jim Penney
Email: jpenney@wavebroadband.com

With a Copy to:

Either party may change its notice address by giving notice to the other party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.4 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal-agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.5 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber Services

15.6 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.7 Counterparts. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

By _____

Name: _____

Title: _____

PROVIDER:

WaveDivision Holdings, LLC, a Delaware
limited liability company

By _____

Name: _____

Title: _____

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

ORDER FOR DATA TRANSPORT SERVICES
E-Rate Customer

This Order for Data Transport Services: E-Rate Customer (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company ("Provider"), and _____, a _____ ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated _____ (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

Section 1: Data Transport Services. Provider shall provide to Customer the data transport services set forth in the following table (each, a "Service," and collectively, the "Services"). The Services shall connect the "A Location" and "Z Location" set forth below (each such location a "Service Site," and collectively, the "Service Sites"), at the bandwidths set forth below, in exchange for the one-time, non-recurring installation cost ("NRC") set forth below, and the monthly recurring charges ("MRC") set forth below:

Circuit Identifier	Bandwidth and Type of Connection	A Location Service Site	Z Location Service Site	NRC	MRC
Circuit 1	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[INSERT]	[INSERT]
Circuit 2	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[INSERT]	[INSERT]
Circuit 3	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[INSERT]	[INSERT]
TOTAL COST:				[INSERT]	[INSERT]

Section 2: Service Term. The Service Term for Circuit 1 is: _____. The Service Term for Circuit 2 is: _____. The Service Term for Circuit 3 is: _____.

Section 3: Estimated Installation Date. The estimated installation date for Circuit 1 is: _____. The estimated approximate installation date for Circuit 2 is: _____. The estimated approximate installation date for Circuit 3 is: _____.

Section 4: Customer Information.

Account Name:

Invoicing Address:

Account Executive to Customer:

E-Rate Billing Method: ☐ SPI Method (FCC Form 474)

☐ BEAR Method (FCC Form 472)

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

Customer Site Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Customer Billing Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Other Customer Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Section 5: Service Term. Installation, testing and acceptance of the Services shall be in accordance with Article 3 of the MSA. The Service Term for each Service, set forth in Section 2 above, shall commence on the applicable Service Commencement Date.

Section 6: Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

Section 7: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the SLA.

Section 8: Customer Equipment and Software. As between Provider and Customer, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Services, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning or requests for maintenance or repair of third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Services, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts may be performed at Provider's discretion and Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services.

Section 9: Customer Security Measures. Customer is responsible for all access to and use of the Services by means of Customer's Equipment and Customer's internal network, whether or not Customer has actual knowledge of or authorizes such access or use. Customer is responsible for the security of Customer's internal network, and shall implement commercially reasonable security measures to prevent unauthorized use of or access to the Services. In accordance with Section 6.3 of the MSA, the failure by Customer to implement commercially reasonable network security measures may result in immediate termination of the Services and this Service Order by Provider. Customer will be solely liable and responsible for all conduct occurring through either authorized or unauthorized use of the Services through Customer's network and/or Customer's Equipment, until Customer informs Provider of a security breach. Provider is not responsible and assumes no liability for losses, claims, damages, expenses, or costs resulting from persons accessing Customer's internal network and/or Provider's network through Customer's Equipment, and Customer shall hold Provider harmless from and indemnify Provider against any such claims, losses, or damages to the full extent arising from such access.

Section 10: E-Rate Program.

(a) Participation in E-Rate Program. With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries ("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"), which is administered by the Universal Service Administrative Company ("USAC").

(b) Customer's Contingent Right to Cancel. As set forth in the MSA, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained in this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.

(c) E-Rate Billing. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

- (i) SPI Method: Under the Service Provider Invoice method (the “SPI” method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive payment from USAC for the discounts Provider provided to Customer.
- (ii) BEAR Method: Under the Billed Entity Applicant Reimbursement Method (the “BEAR” method) of billing, the invoices Customer receives from Provider contain the full amount of the non-discounted rates set forth in Section 1 above. Customer pays in full the invoices it receives

from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to receive reimbursement from USAC for a portion of the amounts paid to Provider.

Customer has specified in Section 4 above which of the two methods of E-Rate billing Customer desires to use with respect to this Service Order. Regardless of which E-Rate billing method Customer has elected, the Parties agree to cooperate with one another as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

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

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

CUSTOMER:

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVEDIVISION HOLDINGS, LLC

By _____

Name: _____

Title: _____

Date: _____

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



EXHIBIT A
Service Level Agreement
for
Ultra High Availability Enterprise Services

This Service Level Agreement for Ultra High Availability Enterprise Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services ("MSA") between WaveDivision Holdings, LLC ("WAVE") and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

1. AVAILABILITY SLA

WAVE's Network is designed to provide a target **Availability of at least 99.999%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.999% Availability	Less than 26 seconds	Target Met
	> 26 seconds up to 1 hour	5%
	> 1 hours up to 3 hours	10%
	> 3 hours up to 5 hours	15%
	> 5 hours	an additional 5% for each additional hour of Service Outage

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE's NOC is designed to provide a **MTTR of 4 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

3. PACKET DELIVERY / PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.05% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.05% Packet Loss	0% - 0.05%	Target Met
	> 0.05% - 0.08%	5%
	> 0.08% - 0.1%	10%
	> 0.1% - 0.7%	25%
	> 0.7% - 1.0%	50%
	> 1.0%	100%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- **Round Trip Local Market Latency of 8 ms or less**
- **Round Trip Inter-Market Latency* of 39 ms or less**

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency Round Trip	Target Inter-Market Latency* Round Trip	Actual Latency Round Trip (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
8 ms or less	39 ms or less	≤ Target Latency	Target Met
		> Target up to 5 ms over Target	5%
		> 5 ms up to 10 ms over Target	10%
		> 10 ms up to 15 ms over Target	25%
		> 15 ms over Target	50%

* Inter-Market Latency means up to 800 network miles between locations

5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter **no greater than 1 ms**. If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{array}{lcl} \% \text{ Availability} & = & \frac{(\text{Total Minutes in Month} - \text{Total Minutes of Unavailability in Month})}{\text{Total Minutes in Month}} \\ \text{(per calendar month)} & & \end{array}$$

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\begin{array}{lcl} \text{MTTR in Hrs} & = & \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}} \\ \text{(per calendar month)} & & \end{array}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured

by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least seven (7) days in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE Backbone Network” means WAVE’s core fiber backbone that connects WAVE’s POPs and regional hubs.

“WAVE’s Network Operations Center” or “WAVE’s NOC” means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to WAVE’s customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE’s customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;

- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.

**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:

Agreement between WPUSD and Live Action Digital

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

CARES Funds

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

As part of parent outreach to the community, the District engaged Live Action Digital to author an animated video to inform and reinforce protocols to use when returning to in-person instruction. The video was a success and we were the first to use their services so it was made for \$2,000.00 which was paid through CARES funds. The video was sent to all families and is located on our website at <http://www.wpusd.org/COVID-19-Resources/Road-Map-to-Reopening/index.html>.

RECOMMENDATION:

Approve the contract for Live Action Digital.

Letter of Agreement

September 21, 2020

Mr. Scott Leaman
Superintendent
Western Placer Unified School District
600 6th Street, Suite 400
Lincoln, CA 95648

Dear Scott Leaman,

This letter serves as an agreement between Western Placer Unified School District (WPUSD) of Lincoln, CA, and Live Action Digital of Lincoln, CA. The Intention of this agreement is to produce a Covid-19 Prevention Plan video for use by the schools in WPUSD.

As content for the video is developed, such as the script, video clips, graphics and animations, WPUSD agrees to a collaborative relationship in which it will provide feedback and guidance.

At successful completion of the Covid-19 Prevention Plan video, WPUSD agrees to pay the sum of \$2,000 to Live Action Digital. WPUSD has the right to use the video for the benefit of all the schools in the Western Placer Unified School District. Live Action Digital has the right to use the content and experience in business relationships with other school districts.

After completion of this agreement, Live Action Digital will continue to update the WPUSD version of the video. Live Action Digital can also create customized versions for each school in the district for an additional, yet to be determined fee and would like to continue having a collaborative relationship with Western Placer Unified School District for other school related video animations.

The parties to this agreement are:

Western Placer Unified School District

By:  _____

Scott Leaman, Superintendent

Date: 11/10/20

Live Action Digital (owner of Skoolviz.com)

By:  _____

QB White

Date: 09.21.2020

INFORMATION

DISCUSSION

ACTION

ITEMS

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

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Twelve Bridges High School Project Lease-Leaseback
GMP Contingency and Allowance Report

AGENDA ITEM AREA:

Information

REQUESTED BY:

Michael Adell 
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure A/Fund 21

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

In January of 2018, the Board approved the selection of Flint Builders, Inc., for Lease Leaseback Services for the Twelve Bridges High School Project. On February 19, 2019, the Board approved the Guaranteed Maximum Price (GMP) from Flint Builders, Inc., including negotiated Project Contingencies and Allowances to provide for unforeseen conditions, DSA comments and changes, changes in scope of work, Architectural Supplemental Instructions (ASI), Request for Information (RFI), Contract Change Directives (CCD), and deferred approvals during the course of construction.

Below is a summary of the original budget and remaining budget for each contingency or allowance:

	Original Budget	Remaining Budget
Contractor Contingency	\$2,286,090	\$193,906
Owner Contingency	\$773,024	\$23,266
Spoils Handling Allowance	\$145,025	\$14,986
Site Winterization Allowance	\$288,000	\$80,059
Acoustical Stretched Fabric Allowance	\$300,000	\$45,150
Wrestling Mat Allowance	\$50,000	\$50,000
Stadium Lighting Allowance	\$650,000	\$42,844
Stadium AV Allowance	\$142,500	\$0
Stadium Asst. List Allowance	\$60,000	\$56,348
	\$4,694,639	\$506,559

Staff will provide the Contingency and Allowance summaries and provide an update on the current status of construction costs within the approved GMP.

RECOMMENDATION:

Staff recommends that the Board of Trustees receive the Twelve Bridges High School Project Lease Leaseback GMP Contingency and Allowance Report.

Contractor Contingency Summary

WPUSD TWELVE BRIDGES HIGH SCHOOL

Contractor Contingency	012102	Original Budget		Pending		Approved	Remaining Budget
		Estimate	Proposed	Estimate	Proposed		
Contractor Contingency	012102	\$2,286,090	(\$966,450)	(\$263,693)	(\$1,223,143)	(\$869,041)	\$193,906

Number	Description	Estimate		Proposed		Total Pre-Approved		Approved	
Contractor Contingency									
PCO #		\$	-	\$	-	\$	-	\$	-
99	Site Security Camera System Rental	\$	(120,000.00)	\$	-	\$	(120,000.00)	\$	-
39R	Mis-bid - Stackable Doors vs. Coiling	\$	-	\$	-	\$	-	\$	(43,147.00)
83	RFI 48 & 64 - Concrete Curbs for Low HM Window Sills	\$	-	\$	-	\$	-	\$	(26,155.00)
98	ASI 022 Fire Lane Grading Changes	\$	-	\$	-	\$	-	\$	(39,992.00)
102	Underground Site Utility Coordination	\$	-	\$	-	\$	-	\$	(8,245.00)
	RFI 262 - Border #1 Batten Assembly in Theater (Scope Gap)	\$	-	\$	-	\$	-	\$	(3,233.00)
	East Window Film - Building A	\$	(10,000.00)	\$	-	\$	(10,000.00)	\$	-
133	INC 2 Theater Seating Change to Marquee Chair	\$	-	\$	-	\$	-	\$	(5,724.00)
139	RFI 324 - Pedestals for Neutralization and Sampling Tank	\$	-	\$	-	\$	-	\$	(10,339.00)
140	Bldg B Exterior Stud Size Change per INC 2 DSA Approved Set and RFI 320	\$	-	\$	-	\$	-	\$	(5,276.00)
	Caulking at Exterior HM Window Stops	\$	(7,000.00)	\$	-	\$	(7,000.00)	\$	-
82	ASI 034 - Theatrical Lighting	\$	-	\$	-	\$	-	\$	(19,978.00)
132R1	Deck Coating Mock-up	\$	-	\$	-	\$	-	\$	(2,538.00)
128	Hinge Upgrade for Utility Yard Gates	\$	-	\$	-	\$	-	\$	(2,774.00)
131	City of Lincoln Encroachment Permit Cost Increase (sewer work)	\$	-	\$	-	\$	-	\$	(4,542.00)
	City of Lincoln Encroachment Permit for Off-site Work	\$	(6,000.00)	\$	-	\$	(6,000.00)	\$	-
173	Building A Large Mech Well Wall Roofing	\$	-	\$	-	\$	-	\$	(91,486.00)
210	ASI 071 Building A Guardrail	\$	-	\$	-	\$	-	\$	(68,506.00)
187	E1 and E2 Spandrel Glass	\$	-	\$	-	\$	-	\$	(4,303.00)
242	RFI 317 - All Thread Detail Change for Fireproofing	\$	-	\$	(5,590.00)	\$	(5,590.00)		
209	RFI 442 - Added Fire Treated Plywood in IDF Rooms	\$	-	\$	-	\$	-	\$	(14,469.00)
235	Building A Mechanical Well Louver	\$	-	\$	-	\$	-	\$	(5,807.00)
229	RFIs/ASI's Altering Utilities, Modifying and Adding Rood Drains	\$	-	\$	-	\$	-	\$	(80,426.00)
	Guardrail Modifications Buildings C and D	\$	(120,000.00)	\$	-	\$	(120,000.00)	\$	-
	RFI 477 - L-2 Custom Mounting Bracket	\$	-	\$	-	\$	-	\$	-
247	Misc Site Underground Modifications	\$	-	\$	-	\$	-	\$	(22,935.00)
282	ASI 081 Tackable Wall Coverings	\$	-	\$	-	\$	-	\$	(19,083.00)
296	RFI 557 Flashing Building A West Elevation	\$	-	\$	-	\$	-	\$	(3,708.00)
297	RFI 560 Intumescent Painting of Exposed beams	\$	-	\$	(6,420.00)	\$	(6,420.00)	\$	-
292	RFI 381 Refrigeration Unit Steel	\$	-	\$	-	\$	-	\$	(4,987.00)
316	RFI 575 Window Type 46 Clarification	\$	-	\$	-	\$	-	\$	(1,335.00)
326	Modify INC 1 cane rails	\$	-	\$	-	\$	-	\$	(10,854.00)
328	Building A Gym Divider Curtain Unistrut Supports	\$	-	\$	(28,562.00)	\$	(28,562.00)	\$	-
	RFI 659 Building A Freezer Concrete	\$	(7,000.00)	\$	-	\$	-	\$	-
238	OWNER ASI 082 - Revised Walkway Between B and C	\$	-	\$	-	\$	-	\$	(24,820.00)
239	OWNER ASI 044 & 044.1 - IT Revisions	\$	-	\$	-	\$	-	\$	(13,706.00)
240	OWNER RFI 225 - Added Ceiling in C and D Electrical Rooms	\$	-	\$	-	\$	-	\$	(2,627.00)
241	OWNER ASI 068 - Additional AT&T Pathway	\$	-	\$	-	\$	-	\$	(10,744.00)
243	OWNER RFI 428 - Added Angle for Plaster Finish at Buildings C and D	\$	-	\$	-	\$	-	\$	(18,507.00)
248	OWNER RFI 441 Hardie Backer at Restrooms	\$	-	\$	-	\$	-	\$	(8,271.00)
249	OWNER ASI 081 - Finish Changes	\$	-	\$	-	\$	-	\$	(53,005.00)
									DISTRICT CONTINGENCY

CONTRACTOR CONTINGENCY LOG

254	OWNER Added Chain Link Enclosure for Gas Meter	\$	-	\$	-	\$	(3,723.00)	DISTRICT CONTINGENCY
257	OWNER RFI 484 Parking Lot Signage and Striping Additions	\$	-	\$	-	\$	(6,743.00)	DISTRICT CONTINGENCY
251	OWNER CCD 056 / RFI 331 - Roll up Door Conflict with Air Curtain	\$	-	\$	(4,376.00)	\$	-	DISTRICT CONTINGENCY
269	OWNER ASI 089 - Projection Screens	\$	-	\$	-	\$	(7,111.00)	DISTRICT CONTINGENCY
270	OWNER RFI 457 Building A and B IDF Connection to MDF	\$	-	\$	-	\$	(12,576.00)	DISTRICT CONTINGENCY
271	OWNER ASI 030.1R2 Building B Lobby Additions	\$	-	\$	-	\$	(29,426.00)	DISTRICT CONTINGENCY
278	OWNER RFI 487 Brezeway and Bldg B Soffit Finishes	\$	(160,000.00)	\$	-	\$	(160,000.00)	DISTRICT CONTINGENCY
278	OWNER RFI 489 Deck Drain Connection	\$	-	\$	-	\$	(1,040.00)	DISTRICT CONTINGENCY
312	OWNER Final Football Turf Layout	\$	-	\$	-	\$	(38,477.00)	DISTRICT CONTINGENCY
280	OWNER RFI 505 Canopy Seismic Joint	\$	-	\$	-	\$	(4,873.00)	DISTRICT CONTINGENCY
323	OWNER ASI 053 Theater Seating Adjustments	\$	-	\$	-	\$	(5,087.00)	DISTRICT CONTINGENCY
281	OWNER ASI 094 Science Cabinet Locks	\$	-	\$	(25,216.00)	\$	-	DISTRICT CONTINGENCY
283	OWNER ASI 087 Building B Lobby Fire Protection	\$	-	\$	-	\$	(3,203.00)	DISTRICT CONTINGENCY
283	OWNER RFI 522 Fire Sprinkler Bldg A Elevator Pit	\$	(2,200.00)	\$	-	\$	-	DISTRICT CONTINGENCY
283	OWNER CCD 093 - Building A Expansion Joint at Retaining Wall	\$	(12,000.00)	\$	-	\$	(12,000.00)	DISTRICT CONTINGENCY
293	OWNER Access Control Integration with Elevators (missed in ASI 044)	\$	-	\$	-	\$	(21,319.00)	DISTRICT CONTINGENCY
286	OWNER RFI 496 E1 and E2 Window Mullion and Casework Angle	\$	-	\$	-	\$	(4,165.00)	DISTRICT CONTINGENCY
297	OWNER RFI 560 Fireproofing Beam Revisions Bldg A	\$	-	\$	-	\$	(6,420.00)	DISTRICT CONTINGENCY
288	OWNER RFI 535 Food Service Outlets	\$	-	\$	-	\$	(5,010.00)	DISTRICT CONTINGENCY
291	OWNER ASI 092 Quick Coupler Additions at Stadium	\$	-	\$	-	\$	(58,241.00)	DISTRICT CONTINGENCY
294	OWNER RFI 519 Fire Riser Bell Control	\$	-	\$	-	\$	(6,707.00)	DISTRICT CONTINGENCY
342	OWNER Dance Studio Pipe Grid System	\$	-	\$	(51,981.00)	\$	-	DISTRICT CONTINGENCY
309	OWNER ASI 051 Add Window Type 38	\$	-	\$	-	\$	(4,261.00)	DISTRICT CONTINGENCY
285	OWNER ASI 098 Building A Elevator Shaft Fire Protection	\$	-	\$	-	\$	(2,115.00)	DISTRICT CONTINGENCY
327	OWNER RFI 454 Smoke Vent Mounting	\$	-	\$	-	\$	(5,649.00)	DISTRICT CONTINGENCY
339	OWNER RFI 480 Mezzanine Flooring	\$	-	\$	(39,539.00)	\$	-	DISTRICT CONTINGENCY
343	OWNER Low Voltage PIM Cabling	\$	-	\$	-	\$	(7,414.00)	DISTRICT CONTINGENCY
345	OWNER RFI 505 Extend Canopy Expansion Joint	\$	-	\$	-	\$	(3,959.00)	DISTRICT CONTINGENCY

331	OWNER RFI 552 Building A Lighting Controls	\$	-	\$	(12,438.00)	\$	-	DISTRICT CONTINGENCY
356	OWNER RFI 590 Dance Studio AV Equipment Relocation	\$	-	\$	(2,680.00)	\$	-	DISTRICT CONTINGENCY
356	OWNER CCD 065/RFI 421.1 Added Rated Shaft Bottoms	\$	-	\$	(30,362.00)	\$	-	DISTRICT CONTINGENCY
357	OWNER RFI 596 AV Racks Isolated Ground	\$	-	\$	(11,134.00)	\$	-	DISTRICT CONTINGENCY
359	OWNER ASI 112 Add Eyewash Units in Science Classrooms	\$	-	\$	(11,895.00)	\$	-	DISTRICT CONTINGENCY
300	OWNER ASI 010.1 - HPL F-Trim	\$	-	\$	(33,500.00)	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 655 Building A Locker Room Epoxy Cove Base	\$	(10,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 652 Grade Changes North Fire Lane	\$	(3,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER ASI 035/RFI 513 Cord Reels	\$	(7,500.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 567 Add Bridging at Sound Iso Clip Walls	\$	(20,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER CCD 106 / RFI 576 Added Exterior Soffit under walkway	\$	(25,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER CCD 104 / RFI 592 Building B Eyebrow Angle Clip Connection	\$	(5,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 599 Added Hardlid Building A Area A Second Floor	\$	(1,750.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 601 Backstop Power Cables	\$	(2,500.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 617 Locker Room Ceiling and Added Framing	\$	(5,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 618 Photography Studio TV Clarifications	\$	(2,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 631 Building A South Canopy Plaster Joint Flashing	\$	(2,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 641 Locker Rooms A112 & A113 Finish Clarification	\$	-	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 646 Ice Machine Training Room	\$	(12,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 647 Dining Room Added Framing Around Columns	\$	(6,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 649 Gym Light Fixture Seismic	\$	(3,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER ASI 096 Planter Revisions	\$	(19,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER CCD 105 Window Type 30 (RFI 569)	\$	(2,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER ASI 107 Intrusion Alarm	\$	(40,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER Reorder Quick Coupler Turf Boxes	\$	(2,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER Pull Fiber to Football Scoreboard	\$	(2,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY
	OWNER RFI 619 Remove Buildings A & C Elevator Smoke Detector	\$	(2,000.00)	\$	-	\$	-	DISTRICT CONTINGENCY

CONTRACTOR CONTINGENCY LOG

OWNER RFI 611 Sewer Lift Station Power and BMS Connection	\$	(3,000.00)	\$	-	\$	(3,000.00)	\$	-	DISTRICT CONTINGENCY
OWNER CCD 117 Freezer FA Clarification (RFI 648)	\$	1,500.00	\$	-	\$	1,500.00	\$	-	DISTRICT CONTINGENCY
OWNER RFI 665 Building A Dance Room (A121) Column Wrap	\$	(3,000.00)	\$	-	\$	(3,000.00)	\$	-	DISTRICT CONTINGENCY
OWNER Weight Room Addition - Building A	\$	(210,000.00)	\$	-	\$	(210,000.00)	\$	-	DISTRICT CONTINGENCY
OWNER Add Kiln for Art Studio	\$	(100,000.00)	\$	-	\$	(100,000.00)	\$	-	DISTRICT CONTINGENCY
OWNER Campus Branding	\$	(24,000.00)	\$	-	\$	(24,000.00)	\$	-	DISTRICT CONTINGENCY
OWNER RFI 664 Video Production Classroom AV Rack in Casework	\$	(2,000.00)	\$	-	\$	(2,000.00)	\$	-	DISTRICT CONTINGENCY
OWNER RFI 668 Building A West Stairway Landing Elevations	\$	(10,000.00)	\$	-	\$	(10,000.00)	\$	-	DISTRICT CONTINGENCY
	\$	-	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	\$	-	
Project Totals:	\$	(966,450.00)	\$	(263,693.00)	\$	(1,223,143.00)	\$	(869,041.00)	

Owner Contingency Summary

Original Budget		Pending			Approved	Remaining Budget
Estimate		Proposed	Total Pre-Approved	Approved	Approved	Remaining Budget
Owner Contingency	012103	\$0	(\$14,401)	(\$14,401)	(\$735,357)	\$23,266

WPUSD TWELVE BRIDGES HIGH SCHOOL

Number	Description	Estimate	Proposed	Total Pre-Approved	Approved
Owner Contingency					
PCO #					
8	VE - Movie Concrete Admixture for Slab on Grade and 2nd Floor Decks	\$ -	\$ -	\$ -	\$ 62,482.00
9	VE - MC cable for branch lines only	\$ -	\$ -	\$ -	\$ 120,000.00
10	ASI 003 Door Louvers	\$ -	\$ -	\$ -	\$ (912.00)
11	ASI 001 Modify Site Retaining Wall, RFI 23R1	\$ -	\$ -	\$ -	\$ (1,831.00)
12	VE - 1/4" roof densedeck in lieu of 5/8" at metal roof areas	\$ -	\$ -	\$ -	\$ 10,275.00
13	ASI 004 (deletion of termite control spec & addition of GC specs)	\$ -	\$ -	\$ -	\$ 16,857.00
14	VE - Interior Lighting Package (A1-A4 pendants, C1 - C4 trough fixtures)	\$ -	\$ -	\$ -	\$ 75,425.00
15	ASI 009 Revised Synthetic Turf Spec	\$ -	\$ -	\$ -	\$ 92,653.00
16	ASI 005 & 005.1 Civil Drawing Modifications	\$ -	\$ -	\$ -	\$ (5,079.00)
17	RFI 19 - ASI 001 Site SS & SD Elevation Conflicts	\$ -	\$ -	\$ -	\$ (3,108.00)
18	ASI 006 - Gate Hardware	\$ -	\$ -	\$ -	\$ (44,388.00)
19	ASI 012 - Trench Drain	\$ -	\$ -	\$ -	\$ (1,651.00)
20	ASI 015 - Electrical Modifications Inc 1	Was (\$186,877)	\$ -	\$ -	\$ (133,771.00)
21	ASI 015.1 - Electrical Modifications Inc 2	\$ -	\$ -	\$ -	\$ (114,101.00)
22	ASI 016 - Plumbing Modifications Inc 1	\$ -	\$ -	\$ -	\$ (7,593.00)
23	ASI 016.1 - Plumbing Modifications Inc 2	\$ -	\$ -	\$ -	\$ (2,446.00)
34	DSA Approved Inc 2 Documents	Was (\$888,056)	\$ -	\$ -	\$ (742,008.00)
25	RFI 18, 185 & 187, ASI 11 - Fencing Changes	\$ -	\$ -	\$ -	\$ (3,415.00)
27	ASI 010, 010.1 & 010.2 - Exterior HM Frame Details	\$ -	\$ -	\$ -	\$ (36,988.00)
28	ASI 013 - Bldg E1 & E2 Structural Changes	\$ -	\$ -	\$ -	\$ (10,081.00)
29	ASI 017 - Added SS line	\$ -	\$ -	\$ -	\$ (1,950.00)
109	RFI 050 - Removal of (12) CCTV Camera Poles	\$ -	\$ -	\$ -	\$ 57,804.00
79	ASI 008 & 008.1 Inc 1 & 2 Exterior Skin	\$ -	\$ -	\$ -	\$ 499,452.00
37	HVAC VE options - AC Curb Reductions and Plenum Rated Open-air Cabling	\$ -	\$ -	\$ -	\$ 50,750.00
41	SDI Duct for PCO's Already Approved (PCO's 8/9,10,12,13,14,15)	\$ -	\$ -	\$ -	\$ 5,652.00
74	RFI 82/156 - Furnace Mounting Changes and Added Steel Beam	\$ -	\$ -	\$ -	\$ (9,836.00)
45	Site Concrete VE Microfiber in Lieu of Rebar	\$ -	\$ -	\$ -	\$ 51,795.00
55	RFI 107 - Building A Specialty Carts	\$ -	\$ -	\$ -	\$ (2,761.00)
60	ASI 018/029 and RFI 55 - Steel Changes in Buildings C and D	\$ -	\$ -	\$ -	\$ (1,348.00)
61	ASI 028 - Added Floor Sink D100	\$ -	\$ -	\$ -	\$ (6,292.00)
62	ASI 030 - Access Control Hardware Modifications	\$ -	\$ -	\$ -	\$ (26,853.00)
73	ASI 020 - Add new 12x14 Beams to E1, E2 and B	\$ -	\$ -	\$ -	\$ (3,226.00)
66	ASI 031 - Building C and D guardrail coordination	\$ -	\$ -	\$ -	\$ (5,679.00)
67	RFI 144 - HPL Panel change to M-series	\$ -	\$ -	\$ -	\$ (123,307.00)

OWNER CONTINGENCY LOG

116	ASI 052R - Path of Travel Light Pole Relocations/Additions by Library	Was (\$239,000)	\$	-	\$	-	\$	-	\$	(199,034.00)
84	VE - Free Air FA Cable		\$	-	\$	-	\$	-	\$	40,666.00
177	ASI 042 - Fire Rated Glazing		\$	-	\$	-	\$	-	\$	3,410.00
104	ASI 007 - Buildings E1 and E2 Fascia		\$	-	\$	-	\$	-	\$	(5,626.00)
229	RFI/ASI's Altering Utilities, Modifying and Adding Roof Drains		\$	-	\$	-	\$	-	\$	(29,446.00)
134	RFI 292 - Added Sinks in Building C Level 2		\$	-	\$	-	\$	-	\$	(7,147.00)
115	RFI 266 - Building A Fire Riser Change		\$	-	\$	-	\$	-	\$	(2,049.00)
204	RFI 261 - Added Ceiling in Building A Electrical Room		\$	-	\$	-	\$	-	\$	(2,503.00)
113	Gymnasium Display Board Credit		\$	-	\$	-	\$	-	\$	14,563.00
102	RFI 299 - STC Wall Material Clarifications	VOID	\$	-	\$	-	\$	-	\$	(7,969.00)
136	RFI 330 - E1 and E2 Roof Gutters		\$	-	\$	-	\$	-	\$	(3,211.00)
141	ASI 054 - E1 and E2 Hose Bibs		\$	-	\$	-	\$	-	\$	(6,302.00)
138	Building D Bridge Column Encasement		\$	-	\$	-	\$	-	\$	(4,000.00)
151	ASI 040 - Motor Starters		\$	-	\$	-	\$	-	\$	15,782.00
126	RFI 358R1 Delete Foil-Backed Gyp Board		\$	-	\$	-	\$	-	\$	14,239.00
148	RFI 174 - Black Magic Equipment Credit		\$	-	\$	-	\$	-	\$	(9,427.00)
149	ASI 059 - Furne Hood Plumbing		\$	-	\$	-	\$	-	\$	(4,212.00)
150	ASI 049 - Building B Added Steel for HVAC Units		\$	-	\$	-	\$	-	\$	(5,357.00)
153	RFI 352 - Added Insulation on Exposed Storm Drain		\$	-	\$	-	\$	-	\$	
185	Exterior HB and Cleanout Waterproof Boxes	Was (\$31,000)	\$	-	\$	-	\$	-	\$	(8,135.00)
176	ASI 011 - Additional Fencing Changes		\$	-	\$	-	\$	-	\$	(11,789.00)
158	RFI 319 Fire Rated Dog House Around Beam		\$	-	\$	-	\$	-	\$	(34,788.00)
159	Walk Pads Buildings C & D		\$	-	\$	-	\$	-	\$	(4,111.00)
168	Regrading and Paving Alterations at Bus Loop		\$	-	\$	-	\$	-	\$	(26,812.00)
170	Fire Protection RFI's		\$	-	\$	-	\$	-	\$	(20,485.00)
178	RFI 397 - Added Gates at Ball Fields For Mowers		\$	-	\$	-	\$	-	\$	(4,761.00)
179	RFI 330 - E1 and E2 Roof Gutters INC 2		\$	-	\$	-	\$	-	\$	(11,998.00)
180	RFI 409 - Exhaust Fan Power		\$	-	\$	-	\$	-	\$	(3,370.00)
181	ASI 058 - Roll Up Door A125A Power & Fire Alarm		\$	-	\$	-	\$	-	\$	(4,936.00)
188	ASI 068 - AT&T Pathway		\$	-	\$	-	\$	-	\$	(34,802.00)
198	Building A Fire Safing around Deck Edge Gaps		\$	-	\$	-	\$	-	\$	(4,903.00)
191	ASI 050 - A and B fascia Changes with revised roof details		\$	-	\$	-	\$	-	\$	(63,501.00)
213	RFI 398 - Added Roller Shades		\$	-	\$	-	\$	-	\$	(4,616.00)
199	ASI 070 - Modify Windows in A223 and A300		\$	-	\$	-	\$	-	\$	(3,806.00)
160	ASI 079 Building B Airfoil Louvers		\$	-	\$	-	\$	-	\$	14,557.00
203	Football Scoreboard Upgrade		\$	-	\$	-	\$	-	\$	(30,264.00)
231	ASI 072 - Additional Gymnasium Scoreboard		\$	-	\$	-	\$	-	\$	(21,048.00)
208	RFI 433 - Added Sheetrock to Exterior Wall		\$	-	\$	-	\$	-	\$	(1,507.00)
233	Submittal 08 13 13 Revise HM Doors to Wood Doors		\$	-	\$	-	\$	-	\$	(2,217.00)
210	ASI 071 Building A Guardrail Soffit Framing		\$	-	\$	-	\$	-	\$	(10,966.00)
217	RFI 328 - Added Gypsum Board Ceiling at Resource Center A231		\$	-	\$	-	\$	-	\$	(10,885.00)
218	HPL Panel Revisions		\$	-	\$	-	\$	-	\$	(28,433.00)
226	Battling Cage Credit (baseball & softball)		\$	-	\$	-	\$	-	\$	21,013.00
237	ASI 055 - CTE Revisions		\$	-	\$	-	\$	-	\$	(32,120.00)
238	ASI 082 - Revised Walkway Between B and C		\$	-	\$	-	\$	-	\$	(10,835.00)
259	ASI 075 - Building B Roof and East Elevation Modifications		\$	-	\$	-	\$	-	\$	695.00
263	Cubicle Curtain Allowance		\$	-	\$	-	\$	-	\$	7,236.00
251	CCD 056 / RFI 331 - Roll up Door Conflict with Air Curtain		\$	-	\$	(1,924.00)	\$	-	\$	-
284	ASI 089 Assisted Listening System Changes		\$	-	\$	-	\$	-	\$	7,413.00
261	Delete Anti-graffiti and Water Repellent Coatings at Exterior Plaster		\$	-	\$	-	\$	-	\$	32,988.00
262	RFI 494 Mat Hoist Power Provisions		\$	-	\$	-	\$	-	\$	(2,938.00)
301	RFI 504 Roller Shades		\$	-	\$	-	\$	-	\$	2,416.00
303	RFI 558 Pony Wall at Kitchen		\$	-	\$	-	\$	-	\$	(6,347.00)
305	RFI 556 Light Fixture Mounting in Stage Shop		\$	-	\$	-	\$	-	\$	(4,369.00)

OWNER CONTINGENCY LOG

306	RFI 568 Mat Hoist Motor & RFI 571 Basketball Height Adjusters	\$	-	\$	-	\$	-	\$	(12,221.00)
315	RFI 564 Building A South Elevation Canopy Fascia	\$	-	\$	-	\$	-	\$	10,426.00
317	RFI 580 (2) Additional Sleeves Across North Fire Lane	\$	-	\$	-	\$	-	\$	(2,014.00)
319	RFI 583 Revise Swing on Door C2008	\$	-	\$	-	\$	-	\$	(1,616.00)
324	ASI 084 & 084.1 Bike Rack Relocation	\$	-	\$	(4,811.00)	\$	(4,811.00)	\$	-
325	ASI 091 Dining Room Lights	\$	-	\$	(2,145.00)	\$	(2,145.00)	\$	-
250	Signage Revisions RFI 259, ASI 073R & ASI 055.1	\$	-	\$	2,801.00	\$	2,801.00	\$	-
335	RFI 582 Building A Gymnasium Beam Smoke Detectors	\$	-	\$	-	\$	-	\$	3,298.00
353	ASI 100 Corner Guards	\$	-	\$	-	\$	-	\$	9,402.00
358	RFI 600 Access Gate for Electrical at Stadium & RFI 607 Stadium Gate Finishes	\$	-	\$	(1,258.00)	\$	(1,258.00)	\$	-
360	WAVE Additional Work	\$	-	\$	(7,064.00)	\$	(7,064.00)	\$	-
298	RFI 548 Furr Column PE Storage	\$	-	\$	-	\$	-	\$	(1,106.00)
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
Project Totals:		\$	-	\$	(14,401.00)	\$	(14,401.00)	\$	(735,357.00)

Spoils Handling Allowance Summary

WPUSD TWELVE BRIDGES HIGH SCHOOL				Original Budget		Pending		Approved		Remaining Budget	
						Estimate		Proposed		Total	
Spills Handling Allowance	310010				\$145,025	\$0	\$0	\$0		(\$130,039)	\$14,986

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Site Winterization Allowance Summary

WPUSD TWELVE BRIDGES HIGH SCHOOL						
	Original Budget	Pending			Approved	Remaining Budget
		Estimate	Proposed	Total		
Site Winterization Allowance	310005	\$288,000	\$0	(\$1,827)	(\$1,827)	(\$206,114)
						\$80,059

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Acoustical Stretched Fabric Allowance Summary

WPUUSD TWELVE BRIDGES HIGH SCHOOL

WPUSD TWELVE BRIDGES HIGH SCHOOL						
	Original Budget	Pending			Approved	Remaining Budget
		Estimate	Proposed	Total		
Acoustical Stretched Fabric Allowance	98000	(\$254,850)	\$0	(\$254,850)	\$0	\$45,150

[illegible]

Wrestling Mat Allowance Summary

WPUUSD TWELVE BRIDGES HIGH SCHOOL

WPUSD TWELVE BRIDGES HIGH SCHOOL					
	Original Budget	Pending			Remaining Budget
		Estimate	Proposed	Approved	
		Total			
Wrestling Mat Allowance	116610	\$0	\$0	\$0	\$50,000

[illegible]

Stadium Lighting Allowance Summary

WPUUSD TWELVE BRIDGES HIGH SCHOOL

WPUSD TWELVE BRIDGES HIGH SCHOOL							
Stadium Lighting Allowance	260010	Original Budget	Pending			Approved	Remaining Budget
			Estimate	Proposed	Total		
		\$650,000	\$0	(\$59,358)	(\$59,358)	(\$547,798)	\$42,844

[illegible]

Stadium AV Allowance Summary

WPUSD TWELVE BRIDGES HIGH SCHOOL					
	Original Budget	Pending			Remaining Budget
		Estimate	Proposed	Approved	
				Total	
Stadium AV Allowance	260015	\$0	\$0	\$0	(\$142,500)
					\$0

[illegible]

Stadium Asst. List. Allowance Summary

WPUSD TWELVE BRIDGES HIGH SCHOOL

WPUSD TWELVE BRIDGES HIGH SCHOOL						
	Original Budget	Pending			Approved	Remaining Budget
		Estimate	Proposed	Total		
Stadium Asst. List. Allowance	260020	\$0	\$0	\$0	(\$3,652)	\$56,348

[illegible]

**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:

High School Principal Salary Adjustment

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

One-time funds/General Funds

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The District recently posted the Twelve Bridges High School principal position. Opening a new high school is a unique opportunity that many principals seek. This position garnered only 12 applicants. Western Placer has a positive working environment and we commonly attract many lateral position applicants for all our positions except administration. One of our recent principal lateral hires took a \$10,000 cut to come work with us.

Our only area we are not competitive in administration is salary. We pay an above average salary for all positions in the district except administration and it is blocking our ability to establish a robust candidate pool for positions. Our current high school principal salary is more in line with our comparison districts' assistant principal salaries so it is not surprising we are not attracting lateral transfers.

The administration is proposing eliminating the first two columns on the high school principal salary schedule and adding two new columns to the end of the schedule. **This change will only put the salary in line with the lowest district in our comparison group.** No other employee group is ranked this low even with this change. With approval of the new columns, the District will repost the position.

In the short term, this change will not cost the general fund any additional funds.

RECOMMENDATION:

Approve the change in the high school principal salary schedule.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Certificated Management
2019-2020 Salary Schedule
Realignment Salary Effective December 1, 2020

Position Classification	Duty Days	Car Allowance	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
High School Principal	220	200	112,623	115,944	119,528	123,100	126,670	130,253	133,510	136,847
High School Principal - Realignment	220	200								

* Step 1 through Step 6 remain at the current salary schedule

District	Salary Low	Salary High	Total Comp Low	Total Comp High
Roseville Joint HSD	135,895	162,712	144,523	171,340
Tahoe Truckee USD	122,509	159,922	133,609	171,022
Rocklin USD	133,898	162,955	141,698	170,755
Placer Union HSD	122,476	148,870	130,396	156,790
Western Placer USD - Current	112,623	136,847	127,047	151,271
Western Placer USD - Realignment	119,528	145,463	133,952	159,887

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

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

SUBJECT:

High School Boundaries

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

November 17, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

For the first time in our history, the District needs to establish high school boundaries. We currently use a "feeder pattern" system to establish boundaries in which elementary schools "feed" into middle schools in a common manner. It is proposed that this model would continue as a base for high school boundaries with opportunities for students to attend different schools based on their program desires. Each school will house several pathways unique to the school site. Student placement would be considered for students interested in a particular pathway.

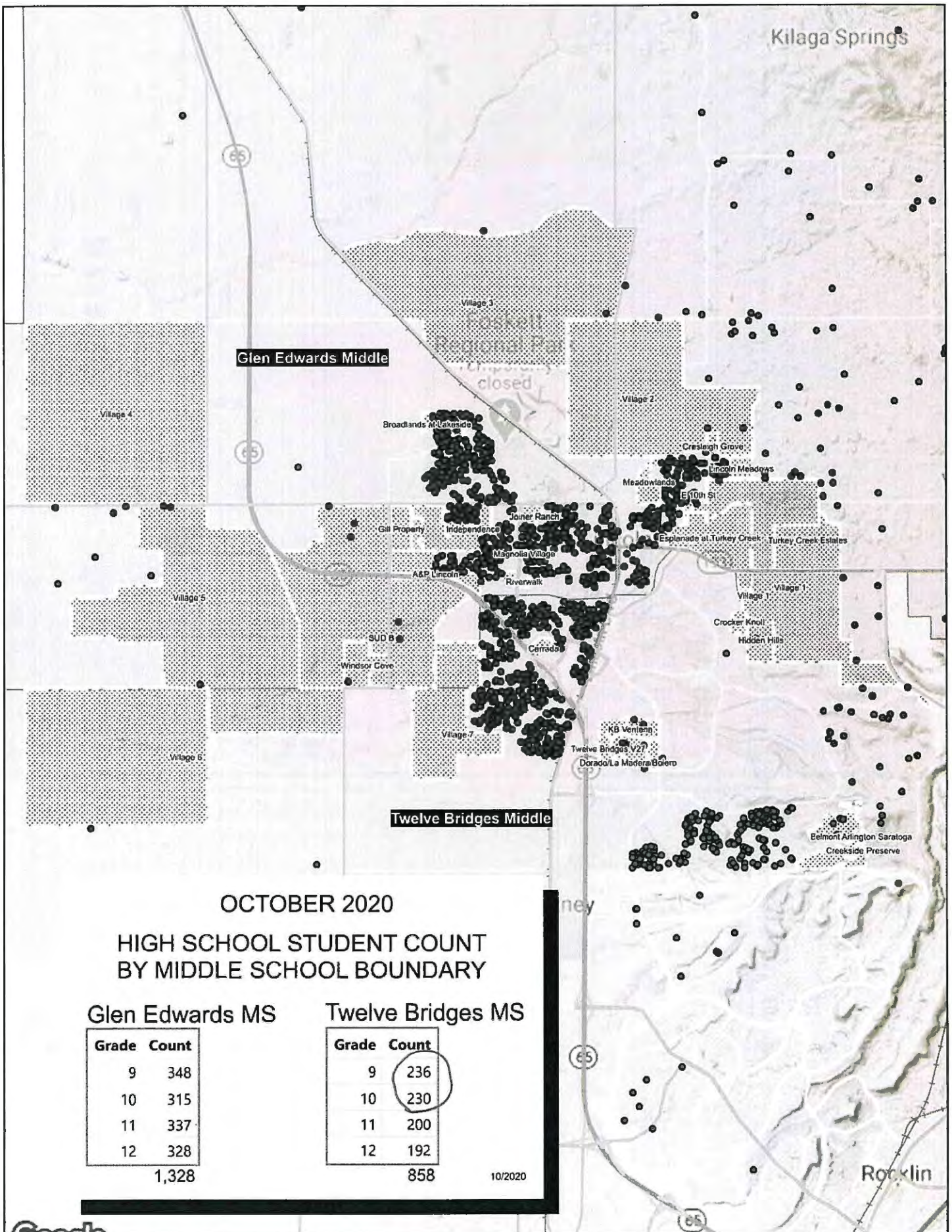
As is typical with the opening of high schools, the administration is proposing starting the 2021- 2022 school year with ninth and tenth grade students. Based on the attached demographic studies, this model would yield about 500 students in the first year at TBHS and grow to about 900 students. Lincoln High School would have about 1,700 students.

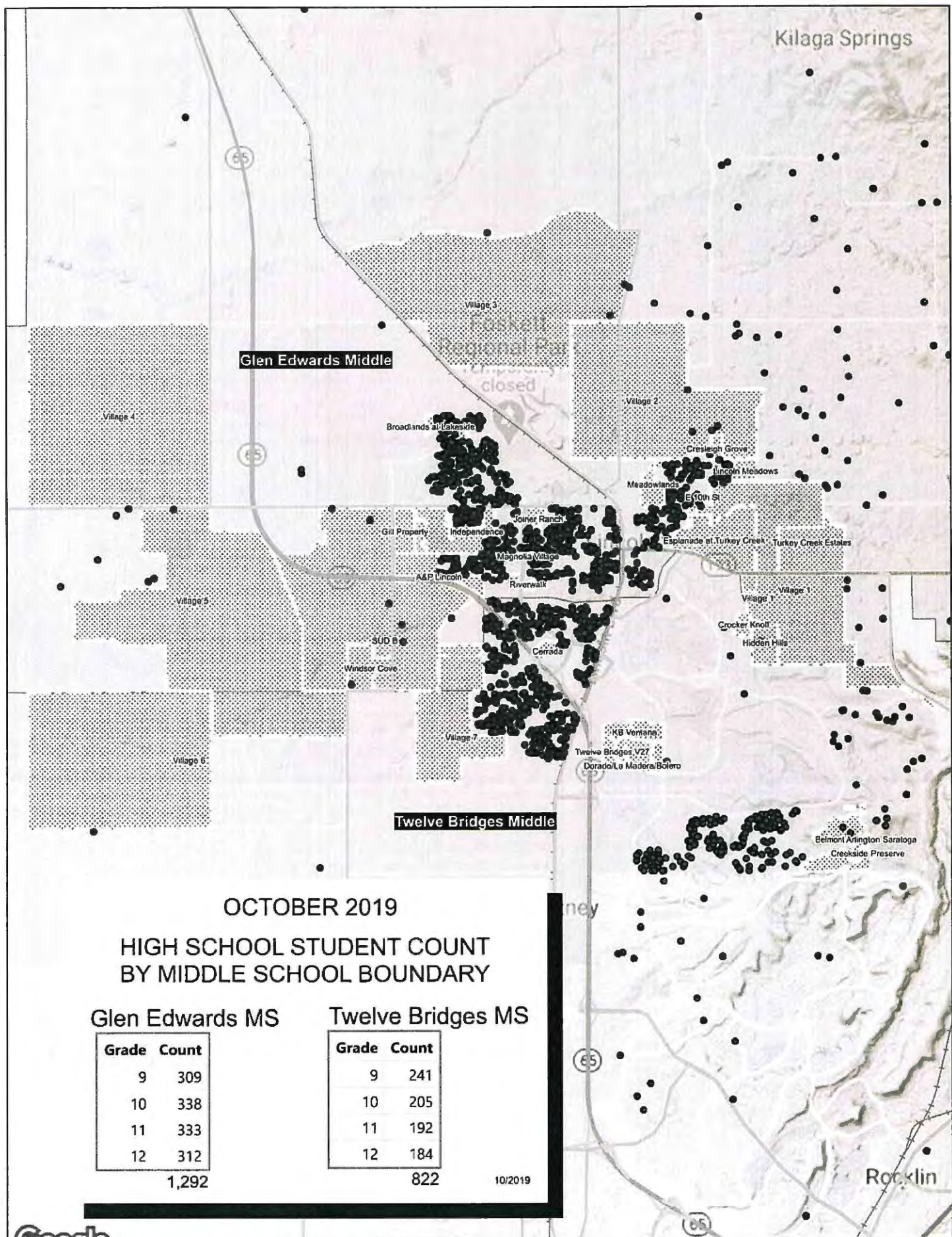
Attendance priority could be established with the following

1. Students will be initially assigned to their geographic boundary as a default. Students wanting to continue to attend the high school in their geographic boundary will continue to do so.
2. Students desiring to enter a pathway at a school outside their geographic boundary would be given priority to enroll at their desired school.
3. Students desiring to attend a school outside their boundary for all other reasons would be given the next priority based on a case by case basis.
4. Students outside the district would be give final priority to attend the school of their choice.

RECOMMENDATION:

This is a discussion item only.





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

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

SUBJECT:

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:

November 17, 2020

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 6020 – Parent Involvement
- BP/AR 5141.22 – Infectious Diseases
- AR 5145.3 – Nondiscrimination/Harassment
- BP/E 5145.6 – Parental Notifications
- BP/AR 5145.7 – Sexual Harassment
- AR 5145.71- Title IX Sexual Harassment Complaint Procedures (New Regulation)
- BP/AR 6142.7 – Physical Education and Activity
- BP/AR 6159 – Individualized Education Program
- BP/AR 6159.1 – Procedural Safeguards for Special Education
- BP/AR 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education

RECOMMENDATION:

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

CSBA POLICY GUIDE SHEET

May 2020

Page 1 of 1

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

Board Policy 6020 - Parent Involvement

Policy updated to reflect the requirements to work with parents/guardians and family members to jointly develop the district's parent involvement policy and to include strategies for family engagement in the local control and accountability plan (LCAP). For districts that receive federal Title IV funding for family engagement programs, policy adds the requirement to inform parents/guardians and organizations of the existence of the program. Policy also contains material formerly in the AR regarding the inclusion of the Title I local educational agency plan into the LCAP and the distribution of the district and school-level parent involvement policies.

Administrative Regulation 6020 - Parent Involvement

Regulation updated to revise the section on "District Strategies for Title I Schools," including moving and adding strategies under item #2 to reflect means by which the district may provide coordination, technical assistance, and other support to build school capacity for parent involvement activities, and adding strategies under item #5 to reflect means by which the district may use evaluation findings to design evidence-based strategies for more effective parent/guardian and family involvement. Section on "School-Level Strategies for Title I Schools" revises item #7 to include strategies formerly in section on "District Strategies for Title I Schools." Minor changes made throughout section on "District Strategies for Non-Title I Schools" to more directly reflect law.

PARENT INVOLVEMENT

The Board of Trustees recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall ~~consult~~ **work** with parents/guardians and family members ~~in the development of~~ **to jointly develop and agree upon policy and strategies to** meaningfully ~~opportunities for them to be involved~~ **parents/guardians and family members** in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1230 - School-Connected Organizations)

(cf. 1240 - Volunteer Assistance)

(cf. 1250 - Visitors/Outsiders)

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

(cf. 5020 - Parent Rights and Responsibilities)

The district's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement **and family engagement**, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and barriers that may inhibit participation.

(cf. 0500 - Accountability)

Title I Schools

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

(cf. 6171 - Title I Programs)

PARENT INVOLVEMENT (continued)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities **and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631..** The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities ~~and shall ensure that priority is given to schools in high poverty areas in accordance with law.~~ (20 USC 6318, 6631)

(cf. 3100 - Budget)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members
2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, **or the provision of subgrants to schools to enable collaboration,** with community-based or other organizations or employers with a record of success in improving and increasing parent/**guardian** and family engagement
5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

PARENT INVOLVEMENT (continued)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

(cf. 5145.6 - Parental Notifications)

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

Legal Reference: (see next page)

PARENT INVOLVEMENT (continued)

Legal Reference:

EDUCATION CODE

~~11500-11506~~ 11505 Programs to encourage parent involvement

48985 Notices in languages other than English

51101 Parent rights and responsibilities

52060-52077 Local control and accountability plan

54444.1-54444.2 Parent advisory councils, services to migrant children

56190-56194 Community advisory committee, special education

64001 Single plan for student achievement

LABOR CODE

230.8 Time off to visit child's school

CODE OF REGULATIONS, TITLE 5

18275 Child care and development programs, parent involvement and education

UNITED STATES CODE, TITLE 20

6311 State plan

6312 Local educational agency plan

6314 Schoolwide programs

6318 Parent and family engagement

6631 Teacher and school leader incentive program, purposes and definitions

7241-7246 Family engagement in education programs

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Communications

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Family Engagement Framework: A Tool for California School Districts, 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Parental Involvement: Title I, Part A, Non-Regulatory Guidance, April 23, 2004

WEB SITES

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

California Department of Education, Family, School, Community Partnerships:

<http://www.cde.ca.gov/ls/pf>

California Parent Center: <http://parent.sdsu.edu>

California State PTA: <http://www.capta.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National PTA: <http://www.pta.org>

Parent Information and Resource Centers: <http://www.pirc-info.net>

Parents as Teachers National Center: <http://www.parentsasteachers.org>

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: September 4, 2007

revised: February 6, 2018

revised: November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

PARENT INVOLVEMENT**District Strategies for Title I Schools**

To ensure that parents/guardians and family members of students participating in Title I programs are provided with opportunities to be involved in their children's education, the district shall:

1. Involve parents/guardians and family members in the joint development of a district plan that meets the requirements of 20 USC 6312 and in the development of school support and improvement plans pursuant to 20 USC 6311 (20 USC 6318)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 6171 - Title I Programs)

The Superintendent or designee may:

- a. In accordance with Education Code 52063, establish a district-level parent advisory committee and, as applicable, an English learner parent advisory committee to review and comment on the **district's local control and accountability plan (LCAP)** in accordance with the review schedule established by the Governing Board
- b. Invite input on the plan from other district committees and school site councils

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

- c. Communicate with parents/guardians through the district newsletter, web site, or other methods regarding the plan and the opportunity to provide input
- d. Provide copies of working drafts of the plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
- e. Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the Board's approval of the plan or revisions to the plan
- f. Ensure that school-level policies on parent/guardian and family engagement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans

PARENT INVOLVEMENT (continued)

2. Provide coordination, technical assistance, and other support necessary to assist and build the capacity of Title I schools in planning and implementing effective parent/guardian and family engagement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education (20 USC 6318)

(cf. 1700 - Relations Between Private Industry and the Schools)

The Superintendent or designee may:

- a. Assign district personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues
- b. Identify funding and other resources, including community resources and services, that may be used to strengthen district and school parent/guardian and family engagement programs**
- c. Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family engagement, leadership strategies, and communication skills to assist ~~him/her~~ in facilitating the planning and implementation of related activities
- d. With the assistance of parents/guardians, provide information and training to teachers and other staff regarding effective parent/guardian involvement practices and legal requirements**
- e. Provide information to schools about the indicators and assessment tools that will be used to monitor progress

~~The Superintendent or designee shall: (20 USC 6318)~~

- ~~a. Assist parents/guardians in understanding such topics as the challenging state academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children~~

(cf. 6011—Academic Standards)

(cf. 6162.5—Student Assessment)

(cf. 6162.51—State Academic Achievement Tests)

PARENT INVOLVEMENT (continued)

- b. — ~~Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement~~
- c. — ~~With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools~~

~~(cf. 4131 Staff Development)~~

~~(cf. 4231 Staff Development)~~

~~(cf. 4331 Staff Development)~~

- d. — ~~To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education~~
- e. — ~~Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand~~
- f. — ~~Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request~~
- g. — ~~Inform parents/guardians and parent organizations of the existence and purpose of parent information and resource centers in the state that provide training, information, and support to parents/guardians of participating students~~

In addition, the Superintendent or designee may:

- a. — ~~Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training~~
- b. — ~~Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training~~

PARENT INVOLVEMENT (continued)

- ~~e. — Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school related meetings and training sessions~~
- ~~d. — Train parents/guardians to enhance the involvement of other parents/guardians~~
- ~~e. — Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation~~
- ~~f. — Adopt and implement model approaches to improving parent/guardian involvement~~
- ~~g. — Establish a districtwide parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs~~
- ~~h. — Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities~~
- ~~i. — Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families~~

(cf. 1020 - Youth Services)

- ~~j. — Provide a master calendar of district activities and district meetings~~
- ~~k. — Provide information about opportunities for parent/guardian and family engagement through the district newsletter, web site, or other written or electronic means~~
- ~~l. — Engage parent teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions~~

(cf. 1230 - School-Connected Organizations)

- ~~m. — To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed~~

PARENT INVOLVEMENT (continued)

- ~~n. — Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions~~
- ~~o. — Provide ongoing district level workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops~~
- ~~p. — Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family engagement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of related activities~~
- ~~q. — Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement~~
- ~~r. — Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations~~

~~(cf. 4115 - Evaluation/Supervision)~~~~(cf. 4215 - Evaluation/Supervision)~~~~(cf. 4315 - Evaluation/Supervision)~~

- ~~s. — Assign district personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues~~
 - ~~t. — Provide information to schools about the indicators and assessment tools that will be used to monitor progress~~
3. To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state, and local laws (20 USC 6318)

The Superintendent or designee may:

- a. Identify overlapping or similar program requirements

~~(cf. 0430 - Comprehensive Local Plan for Special Education)~~~~(cf. 2230 - Representative and Deliberative Groups)~~~~(cf. 3280 - Sale or Lease of District-Owned Real Property)~~~~(cf. 5030 - Student Wellness)~~~~(cf. 5148 - Child Care and Development)~~

PARENT INVOLVEMENT (continued)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

- b. Involve district and school site representatives from other programs to assist in identifying specific population needs
 - c. Schedule joint meetings with representatives from related programs and share data and information across programs
 - d. Develop a cohesive, coordinated plan focused on student needs and shared goals
4. Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family engagement policy in improving the academic quality of the schools served by Title I, including identification of: (20 USC 6318)
- a. Barriers to **greater** participation in parent/guardian and family engagement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
 - b. The needs of parents/guardians and family members, so they can better assist with their children's learning and engage with school personnel and teachers
 - c. Strategies to support successful school and family interactions

(cf. 0500 - Accountability)

~~The Superintendent or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms and shall provide a copy of the assessment to parents/guardians upon their request. (Education Code 11503)~~

The Superintendent or designee may:

- a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications

PARENT INVOLVEMENT (continued)

- b. Gather and monitor data regarding the number of parents/guardians and family members participating in district activities and the types of activities in which they are engaged
- c. Recommend to the Board measures to evaluate the impact of the district's parent/guardian and family engagement efforts on student achievement

The Superintendent or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms and shall provide a copy of the assessment to parents/guardians upon their request. (Education Code 11503)

- 5. Use the findings of the evaluation conducted pursuant to item #4 above to design evidence-based strategies for more effective parent/guardian and family involvement and, if necessary, to revise the parent/guardian and family engagement policy (20 USC 6318)

The Superintendent or designee may:

- a. **Analyze data from the evaluation to identify parent/guardian and family engagement activities that have been successful and those activities that have had lower participation or less meaningful involvement by parents/guardians**
 - b. **Analyze parent/guardian and family participation to determine the level of participation by traditionally underrepresented groups**
 - c. **With the involvement of parents/guardians, recommend and draft proposed policy revisions to submit to the Board for consideration**
- 6. Involve parents/guardians in the activities of schools served by Title I, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the district to adequately represent the needs of the population served by the district for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy (20 USC 6318)

The Superintendent or designee may:

- a. Include information about school activities in district communications to parents/guardians and family members

PARENT INVOLVEMENT (continued)

- b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians and family members
- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

~~The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's local control and accountability plan in accordance with 20 USC 6312 and shall be distributed to parents/guardians of students participating in Title I programs. (20 USC 6318)~~

~~(cf. 5145.6 Parental Notifications)~~

In addition, the district shall promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement by implementing the actions specified in item #7 of the section "School-Level Policies for Title I Schools" below. (20 USC 6318)

School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent/guardian and family engagement shall be developed jointly with the parents/guardians and family members of participating students. ~~Such~~ **The school** policy shall describe the means by which the school will: (20 USC 6318)

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent/guardian involvement
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family engagement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314

PARENT INVOLVEMENT (continued)

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
 - a. Timely information about Title I programs
 - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the achievement levels of the ~~challenging~~ state academic standards

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5123 - Promotion/Acceleration/Retention)

- c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, ~~and, as soon as practicably possible, to receive responses to the suggestions of parents/guardians~~ **The district shall respond to any such suggestions as soon as practicably possible.**
5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's challenging academic achievement standards
- b. Ways in which parents/guardians will be responsible for supporting their children's learning, volunteering in the classroom, and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time

PARENT INVOLVEMENT (continued)*(cf. 1240 - Volunteer Assistance)**(cf. 5020 - Parent Rights and Responsibilities)**(cf. 5113 - Absences and Excuses)**(cf. 6145 - Extracurricular/Cocurricular Activities)**(cf. 6154 - Homework/Makeup Work)*

- c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
 - (1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
 - (2) Frequent reports to parents/guardians on their children's progress
 - (3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
 - (4) Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand
- 7. ~~Build the capacity of the school and parents/guardians for strong parent involvement by implementing the required activities described in item #2 in the section "District Strategies for Title I Schools" above~~ **Promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement through the following actions:**
 - a. Assist parents/guardians in understanding such topics as the ~~challenging~~ state academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children
 - (cf. 6011 - Academic Standards)*
 - (cf. 6162.5 - Student Assessment)*
 - (cf. 6162.51 - State Academic Achievement Tests)*
 - b. Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement

PARENT INVOLVEMENT (continued)

- c. With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

- d. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education
- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- f. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request

In addition, the ~~Superintendent or designee~~ **school plan may include strategies to:**

- a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training
- b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training
- c. Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- d. Train parents/guardians to enhance the involvement of other parents/guardians

PARENT INVOLVEMENT (continued)

- e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- f. Adopt and implement model approaches to improving parent/guardian involvement
- g. Establish a ~~districtwide~~ parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- h. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- i. Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families

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

- j. Provide a master calendar of district/~~school~~ activities and ~~district~~ meetings
- k. Provide information about opportunities for parent/guardian and family engagement through the district newsletter, web site, or other written or electronic means
- l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions

(cf. 1230 - School-Connected Organizations)

- m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
- n. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions
- o. Provide ongoing ~~district-level~~ workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops

PARENT INVOLVEMENT (continued)

- p. Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement
- q. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations

(cf. 4115 - Evaluation/Supervision)

(cf. 4215 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

- 8. To the extent practicable, provide opportunities for the informed participation of parents/guardians and family members (including parents/guardians and family members with limited English proficiency, parents/guardians and family members with disabilities, and parents/guardians and family members of migrant children), including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

~~Each school's parent/guardian and family engagement policy shall be made available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)~~

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent/guardian and family engagement policy. Such evaluation may be conducted during the process of reviewing the school's ~~single~~ **school** plan for student achievement in accordance with Education Code 64001.

The school's policy shall be periodically updated to meet the changing needs of parents/guardians and the school. (20 USC 6318)

District Strategies for Non-Title I Schools

For each school that does not receive federal Title I funds, the Superintendent or designee shall, at a minimum:

- 1. Engage parents/guardians **and family members** positively in their children's education by **providing assistance and training on topics such as state academic standards and assessments to helping them develop increase their knowledge and** skills to use at home ~~that to~~ support their children's academic efforts at school and their children's development as responsible members of society (Education Code 11502, 11504)

PARENT INVOLVEMENT (continued)

The Superintendent or designee may:

- a. Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education
 - b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter
 - c. Provide parents/guardians with information about students' class assignments and homework assignments
2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide parents/guardians with information regarding ways to create an effective study environment for their children at home and to encourage good study habits
 - b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
 - c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
3. Build consistent and effective **two-way** communication between the home and school so that parents/guardians **and family members** may know when and how to assist their children in support of classroom learning activities (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students

PARENT INVOLVEMENT (continued)

- b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom
 - c. Provide information about parent/guardian and family engagement opportunities through district, school, and/or class newsletters, the district's web site, and other written or electronic communications
 - d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand
 - e. Develop mechanisms to encourage parent/guardian input on district and school issues
 - f. Identify barriers to parent/guardian and family participation in school activities, including parents/guardians and family members who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
 - g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care
4. Train teachers, ~~and~~ administrators, **specialized instructional support personnel, and other staff** to communicate effectively with parents/guardians **as equal partners** (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy
- b. Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications

PARENT INVOLVEMENT (continued)

5. Integrate **and coordinate** parent/guardian and family engagement ~~programs into school plans for academic accountability~~ **activities within the LCAP with other activities**

The Superintendent or designee may:

- a. Include parent/guardian and family engagement strategies in school reform or school improvement initiatives
- b. Involve parents/guardians and family members in school planning processes

Regulation
approved: September 4, 2007
revised: February 6, 2018
revised: November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

CSBA POLICY GUIDE SHEET

July 2020

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

Board Policy 5141.22 - Infectious Diseases

Policy reflects **NEW LAW (AB 262, 2019)** which requires local health officers to notify and update districts of an outbreak, or imminent outbreak, of a communicable disease and requires districts to comply with any orders issued by the health officers and all applicable privacy laws. Policy also clarifies that any allowable exclusions apply only to on-campus instruction and provides that the superintendent or designee will, when necessary, inform the local health official of any potential outbreak.

Administrative Regulation 5141.22 - Infectious Diseases

Regulation updated to add section on "Prevention and Mitigation Plan" reflecting general best practices based on COVID-19 guidance. Regulation also adds recommendations from CDE's Science Safety Handbook pertaining to experiments involving human blood sampling.

Administrative Regulation 5145.3 - Nondiscrimination/Harassment

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, rather than the district's uniform complaint procedures.

Board Policy 5145.6 - Parental Notifications

Policy updated for gender neutrality and to update legal references based on new laws reflected in the accompanying exhibit.

Exhibit 5145.6 - Parental Notifications

Exhibit updated to reflect **NEW LAW (SB 74, 2020)** which extends the suspension of certain mandated activities through the 2020-21 school year; reflect **NEW FEDERAL REGULATION (85 Fed. Reg. 30026)** which requires notice of the contact information of the district's Title IX Coordinator; delete legal cites for the Open Enrollment Act, which is no longer operational; delete reference to BP 5141.33 which is no longer applicable to exclusions from school; reflect **NEW LAW (SB 1109, 2018)** which requires dissemination of an opioid fact sheet to parents/guardians of student athletes; reflect **NEW LAW (AB 2370, 2018)** which requires child care centers with buildings constructed before 2010 to test drinking water for lead and notify parents/guardians of the results of that test; add notice requirements for districts receiving Impact Aid for children residing on Indian lands; reflect **NEW FEDERAL REGULATION (85 Fed. Reg. 30026)** which requires notifications to the parents/guardians of a student who complains of sexual harassment regarding rights, the complaint process, and the availability of supportive measures; and move the classroom notice requirement pertaining to complaints about health and safety in California State Preschool Programs to AR/E 1312.3 - Uniform Complaint Procedures consistent with CDE's Federal Program Monitoring instrument.

Board Policy 5145.7 - Sexual Harassment

Policy updated to include examples of actions to reinforce the district's sexual harassment policy, consistent with **NEW LAW (AB 34, 2019)** which requires posting the sexual harassment policy on the district's web site and **NEW LAW (AB 543, 2019)** which requires displaying a poster and providing the sexual harassment policy in student orientations. Policy also reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Title of compliance officer changed to Title IX Coordinator throughout policy pursuant to federal regulations.

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Administrative Regulation 5145.7 - Sexual Harassment

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which amend the process for resolving complaints of sexual harassment, including, but not limited to, requirements to designate a Title IX Coordinator and disseminate the Coordinator's contact information. Regulation also reflects **NEW LAW (AB 543, 2019)** which requires the district to create a poster notifying students of the district's sexual harassment policy and to display the poster in specified locations, and requires the district to provide a copy of the policy to students as part of any orientation program for new and continuing students. Regulation reflects **NEW LAW (AB 34, 2019)** which requires the district to post the district's sexual harassment policy and the definition of sexual harassment in a prominent location on the district's web site.

NEW - Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures

New regulation reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation describes the types of behavior subject to these complaint procedures, the process for filing a complaint with the Title IX Coordinator, the offer of supportive measures to the complainant, the option for the parties to participate in an informal resolution process, required notifications, the investigation process, issuance of a written decision, the right to appeal the decision, and the requirement to maintain records of sexual harassment complaints and training materials for seven years.

Board Policy 6142.7 - Physical Education and Activity

Policy updated to add statement on equal access and equal opportunities for participation in physical education regardless of gender, gender expression, sexual orientation, and mental or physical disability, as included in CDE's Federal Program Monitoring instrument. Policy also reflects U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children, clarifies credential requirements for teachers of physical education, and reflects the requirement that students who have been granted a permanent exemption from physical education must still be offered physical education courses of at least 400 minutes each 10 school days.

Administrative Regulation 6142.7 - Physical Education and Activity

Regulation updated to reflect **NEW LAW (SB 75, 2019)** which extends the use of uniform complaint procedures (UCP) to include complaints alleging noncompliance with physical education instructional minutes in grades 7-12. Regulation also reflects U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children and expands the list of duties of the physical fitness test coordinator as described in state regulations.

Board Policy 6159 - Individualized Education Program

Policy updated to include the requirement, formerly in BP/AR 0430 - Comprehensive Local Plan for Special Education, to provide a free appropriate public education (FAPE) to students who have been suspended or expelled from school or who are placed by the district in a nonpublic, nonsectarian school. Policy adds the requirement to provide FAPE to individuals age 18-21 who are incarcerated in an adult correctional facility if they had been identified as students with disabilities or had an individualized education program (IEP) in their prior educational placement. Paragraph on the rights of foster parents moved to AR.

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Administrative Regulation 6159 - Individualized Education Program

Regulation updates the section on "Contents of the IEP" to consolidate lists of IEP requirements for clarity. Regulation reflects **NEW LAW (SB 98, 2020)** which requires the IEP to describe the means by which the IEP will be provided under emergency conditions in which instruction and/or services cannot be provided to the student at school or in person for more than 10 school days. Regulation also reflects **NEW LAW (AB 947, 2019)** which (1) authorizes districts to consider elements of the "expanded core curriculum," as defined, when developing an IEP for a student who is blind, has low vision, or is visually impaired, and (2) establishes requirements for orientation and mobility evaluations conducted for such students. Regulation also reflects **NEW LAW (AB 605, 2019)** which requires districts to provide assistive technology devices for use in a student's home or other setting when required by the student's IEP, and requires that such students be given continued access to assistive technology devices for up to two months after transferring out of the district. Section on "Parent/Guardian Consent for Provision of Special Education and Services" revised to more directly reflect law.

Board Policy 6159.1 - Procedural Safeguards for Special Education

Policy updated to encourage early, informal resolution of any dispute regarding special education services. Policy also reflects **NEW STATE REGULATIONS (Register 2020, No. 21)** which establish a complaint process, separate from UCP, for complaints alleging noncompliance with federal or state laws related to the provision of FAPE to students with disabilities, such as the district's violation of the federal Individuals with Disabilities in Education Act or state law on special education, violation of a settlement agreement, failure to implement a due process hearing order, or physical safety concerns that interfere with the provision of FAPE.

Administrative Regulation 6159.1 - Procedural Safeguards for Special Education

Regulation updated to clarify that due process complaints should be filed with the state Office of Administrative Hearings and that such complaints must generally be filed within two years of the date the parent/guardian or district knew or should have known about the alleged violation. Regulation also adds new section on "State Compliance Complaints" reflecting **NEW STATE REGULATIONS (Register 2020, No. 21)** which establish a complaint process, separate from UCP, for complaints alleging noncompliance with federal or state laws related to the provision of FAPE to students with disabilities, such as the district's violation of the federal Individuals with Disabilities Education Act or state law on special education, violation of a settlement agreement, failure to implement a due process hearing order, or physical safety concerns that interfere with the provision of FAPE.

Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Policy updated to include the provision of nonpublic, nonsectarian school and agency (NPS/A) services in the comprehensive local plan of the Special Education Local Plan Area. Policy reflects **NEW LAW (AB 1172, 2019)** which requires districts to verify that the NPS/A provides staff training in the use of practices and interventions specific to the unique behavioral needs of the student population at the NPS/A. Policy also reflects the requirement for the district to pay the full amount of the school's tuition or, as amended by AB 1172, the fees for the agency. Legal cite for Education Code 56366.3 deleted as it has been repealed.

Administrative Regulation 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Regulation updated to include the maximum term of the master contract between the district and NPS/A, expand the components of the contract in accordance with state law and regulations, and include the ability to terminate the contract for cause with 20 days' notice. Regulation also provides more detail regarding the annual IEP review focused on NPS/A students. New section on "On-Site Visits" reflects **NEW LAW (AB 1172, 2019)** which (1) requires the district to conduct an on-site visit of an NPS/A the first time the district places a student at that NPS/A, and (2) requires the district to annually conduct an on-site monitoring visit to review the services provided to the student, the facilities, and the student's progress.

INFECTIOUS DISEASES

The Board of Trustees desires to protect students from risks posed by exposure to infectious diseases while providing ~~an appropriate~~ **a high-quality** education for all students. ~~The Board recognizes that prevention and education are the most effective means of limiting the spread of infectious diseases.~~ The Superintendent or designee shall collaborate with ~~parents/guardians and local~~ **and state** health agencies ~~and organizations~~ **officials** to develop ~~and regularly update~~ a comprehensive ~~approach to~~ **plan** for disease prevention that promotes preventative measures, **mitigation, and education, communication, and training** of students and staff. **All measures to limit the spread of infectious diseases shall be nondiscriminatory and ensure that equity is promoted.**

Infectious Disease Prevention

~~The Superintendent or designee shall collaborate with parents/guardians and local health agencies and organizations to develop a comprehensive approach to disease prevention that promotes preventative measures and education of students and staff.~~

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

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

(cf. 0415 - Equity)

(cf. 1312.3 - Uniform Complaint Procedures)

~~*(cf. 1020 - Youth Services)*~~

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

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs **and operations** are based on the most up-to-date information.

~~The Superintendent or designee shall ensure that the district's comprehensive health education program shall provides~~ **age-appropriate** information about the ~~prevention of infectious diseases, including the nature of bloodborne pathogens and their transmission, as well as information to help prevent the spread of contagious diseases, such as a pandemic influenza.~~ He/she shall also ensure that each school has sufficient infection prevention supplies ~~that are easily accessible to staff.~~ **nature and symptoms of communicable diseases, their transmission, and how to help prevent the spread of contagious diseases.**

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.8 - Comprehensive Health Education)

INFECTIOUS DISEASES (continued)

Universal Precautions

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

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

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

(cf. 5141 - Health Care and Emergencies)

(cf. 6145.2 - Athletic Competition)

Students with Infectious Diseases

The Superintendent or designee shall exclude students **from on-campus instruction** only in accordance with law, Board policy, and administrative regulation. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

(cf. 5112.2 - Exclusions from Attendance)

(cf. 6164.6 - Identification and Education Under Section 504)

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize the child's exposure to other diseases in the school setting. **If necessary, the Superintendent or designee shall inform the local health official of any potential outbreak.** The Superintendent or designee shall ensure that student confidentiality and privacy rights are strictly observed in accordance with law.

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

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

Legal Reference:

EDUCATION CODE

48210-48216 Persons excluded

49060-49069.7 Student records

49073-49079 Privacy of pupil records

49403 Cooperation in control of communicable disease and immunization of pupils

49405 Smallpox control

49406 Examination for tuberculosis (employees)

49408 ~~Student emergency information of use in emergencies~~

49602 ~~Counseling and c~~Confidentiality of student information

51202 Instruction in personal and public health and safety

Legal Reference continued: (see next page)

INFECTIOUS DISEASES (continued)

CALIFORNIA CONSTITUTION

Article I, Section 1 Right to Privacy

CIVIL CODE

56-56.37 Confidentiality of Medical Information Act

1798-1798.76 1798.78 Information Practices Act

HEALTH AND SAFETY CODE

120175.5 Local health officers and communicable diseases

120230 Exclusion for communicable disease

120325-120380 Immunization against communicable diseases

120875-120895 AIDS information

120975-121022 121023 Mandated blood testing and confidentiality to protect public health

121475-121520 Tuberculosis tests for pupils students

CALIFORNIA CONSTITUTION

Article I, Section 1 Right to Privacy

CODE OF REGULATIONS, TITLE 8

5193 California-bBloodborne pathogens-standard

CODE OF REGULATIONS, TITLE 17

2500-2511 Communicable disease reporting requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 45

164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA) Privacy of individually identifiable health information

COURT DECISIONS

Thomas v. Atascadero Unified School District, (1987 1986) 662 F.Supp. 376

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2014

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

School District (K-12) Pandemic Influenza Planning Checklist

CSBA PUBLICATIONS

Saving Lives: AIDS Issues for California Schools 1994, rev. 2006

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

WEB SITES

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

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

California Department of Health Services: <http://www.dhs.ca.gov>

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

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

Contra Costa County Office of Education, Pandemic Flu Resources:

http://www.cccoe.k12.ca.us/about/flu/resources_flu_action_kit

U.S. Government Pandemic Flu Information: <http://www.pandemicflu.gov>

INFECTIOUS DISEASES**Prevention and Mitigation Plan**

The Superintendent or designee shall work with state and local health officials to develop and regularly update a plan to prevent and mitigate the spread of infectious diseases. Components of the plan may include, but are not necessarily limited to:

1. A communication strategy for informing students, parents/guardians, staff, and the community about the disease(s), including symptoms, complications, transmission, and current recommendations from state and local departments of public health
2. Protocols for assessing when campus closures are necessary and when campus(es) may reopen
3. Alternative means of instruction, schedules, and attendance, including the provision of instruction to students with disabilities, English learners, and foster or homeless youth, in the event of campus closures or partial closures

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

(cf. 6157 - Distance Learning)

(cf. 6158 - Independent Study)

(cf. 6159 - Individualized Education Program)

(cf. 6164.5 - Student Success Teams)

(cf. 6173 - Education for Homeless Youth)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

4. Guidelines regarding preventative measures such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law
5. Protocols regarding the acquisition and provision of personal protective equipment and other supplies
6. Procedures for the cancellation or alteration of extracurricular activities and field trips

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

INFECTIOUS DISEASES (continued)

7. Protocols for transportation of students using district vehicles

(cf. 3540 - Transportation)

(cf. 3543 - Transportation Safety and Emergencies)

8. Information on effective hygiene practices

9. Provisions for continuing free and reduced-price meal services

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

(cf. 3553 - Free and Reduced Price Meals)

10. Processes for protecting students who are at higher risk from the disease

11. Programs that enhance a positive school climate and foster the emotional well-being of all students

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 6164.2 - Guidance/Counseling Services)

12. Guidelines for cleaning and sanitization of district facilities and equipment

(cf. 3510 - Green School Operations)

(cf. 3514.1 - Hazardous Substances)

13. Protocols for visitors and outside groups that utilize district facilities

14. Staff training

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Universal Precautions in the Classroom

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

INFECTIOUS DISEASES (continued)

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.
2. Students shall wear gloves or other personal protective equipment as appropriate.

(cf. 5142 - Safety)

3. Blood typing or similar experiments may be conducted by teacher demonstrations. When being performed individually, students shall work with their own blood or use prepackaged ABO/Rh blood cell kits that have vials of blood previously tested for transmissible agents.
 - a. For finger punctures, sStudents shall use individual sterile lancets **that have engineered sharps injury protection** ~~for finger punctures~~ and shall not reuse them.
 - b. Before the finger is punctured, it shall be wiped with a piece of cotton that has been immersed in alcohol.
 - c. If bleeding persists after the finger is punctured, the student shall apply a sterile bandage using moderate pressure.
4. Lancets and any other materials contaminated with blood or body fluids shall be discarded into a solution consisting of one part bleach to 10 parts water (1:10), made fresh daily.
5. At the end of the class, surfaces shall be wiped with alcohol or a solution of one part bleach to 10 parts water.

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

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.93 - Science Instruction)

NONDISCRIMINATION/HARASSMENT

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, ~~including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975,~~ and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, **medical condition**, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent of Personnel Services
600 Sixth Street, Suite 400, Lincoln, CA 95648
(916) 645-5293
gsimon@wpusd.k12.ca.usorg

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, and retaliation, and bullying of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures to including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public and posting them ~~on the district's web site and other~~ in prominent locations and providing easy access to them through district-supported social media, ~~when available communications.~~
2. **Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)**

NONDISCRIMINATION/HARASSMENT (continued)

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

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

3. **Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)**
- ~~2.4.~~ **Post in a prominent and conspicuous location on the district and school web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)**
 - a. The name and contact information of the district's Title IX eCoordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance **with under** Title IX ~~in accordance with AR 1312.3 - Uniform Complaint Procedures~~, which shall include:
 - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

NONDISCRIMINATION/HARASSMENT (continued)

- d. A link to the Title IX information included on the California Department of Education's (CDE) web site**

- 5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)**

(cf. 1113—District and School Web Sites)

(cf. 1114—District Sponsored Social Media)

- 3.6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)**

- 4.7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.**

(cf. 5145.6 - Parental Notifications)

- 5.8. ~~The Superintendent or designee shall~~ Ensure that all students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.**

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 nondiscrimination 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 information for parents/guardians with limited English proficiency.

NONDISCRIMINATION/HARASSMENT (continued)

- 6.9.** Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

- 7.10.** At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying against a student is required to intervene if it is safe to do so. (Education Code 234.1)

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

- 8.11.** At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

NONDISCRIMINATION/HARASSMENT (continued)

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

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

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that ~~he/she~~ **the student** knew was not true

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

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

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

~~Any student~~ **Students** who feels that ~~he/she~~ **they** have been subjected to unlawful discrimination described above or in district policy ~~is~~ **are** strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, ~~any-students~~ who observes any such incident ~~is~~ **are** strongly encouraged to report the incident to the compliance officer or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When any ~~verbal~~ report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, ~~, he/she~~ **the principal or compliance officer** shall ~~make a note of the report and encourage~~ **notify** the student or parent/guardian **of the right to file a formal complaint in accordance with** ~~to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint~~

NONDISCRIMINATION/HARASSMENT (continued)

Procedures. Once notified verbally or in writing, the ~~principal or~~ compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the **investigation and shall implement immediate measures necessary to stop the** discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Gender identity of a student means a student's gender-related identity, appearance, or behavior as determined from the student's internal sense of ~~his/her gender~~, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the person's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender ~~he/she~~ was assigned at birth.

~~Regardless of whether they are sexual in nature, The district prohibits~~ acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature ~~are prohibited~~. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

NONDISCRIMINATION/HARASSMENT (continued)

1. Refusing to address a student by a name and the pronouns consistent with ~~his/her~~ **the student's** gender identity
2. Disciplining or disparaging a student or excluding ~~him/her~~ **the student** from participating in activities for behavior or appearance that is consistent with ~~his/her~~ **the student's** gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the bathroom that corresponds to ~~his/her~~ **the student's** gender identity
4. Taunting a student because ~~his/her~~ **the student** participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. ~~Use of~~ **Using** gender-specific slurs
7. ~~Physically assaulting of~~ a student motivated by hostility toward ~~him/her~~ **the student** because of ~~his/her~~ **the student's** gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) or **Title IX sexual harassment procedures (AR 5145.71)**, as applicable, shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is ~~his/her~~ **the student's** private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom of a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential.

NONDISCRIMINATION/HARASSMENT (continued)

When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless ~~he/she~~ **the employee** is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to ~~his/her~~ **the student's** status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate, given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to ~~his/her~~ **the student's** parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of ~~his/her~~ gender identity and begin to treat the student consistent with **that** ~~his/her~~ gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, ~~his/her~~ **the student's** parents/guardians to identify and to develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to ~~his/her~~ **the student's** status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting ~~his/her~~ **the student's** educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-

NONDISCRIMINATION/HARASSMENT (continued)

segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, ~~access to a staff member's office~~, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because ~~his/her~~ **the student** is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with ~~his/her~~ **the student's** gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with ~~his/her~~ **the student's** gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. ~~However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district related documents. Such preferred name may be added to the student's record and official documents as permitted by law. When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)~~

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with ~~his/her~~ **the student's** gender identity, without the necessity of a court order or a change to ~~his/her~~ **the student's** official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

NONDISCRIMINATION/HARASSMENT (continued)

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with ~~his/her~~ **the student's** gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code and Grooming)

Regulation

approved: September 4, 2007

revised: April 1, 2014; August 4, 2015; December 20, 2016; August 15, 2017; June 19, 2018
November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

PARENTAL NOTIFICATIONS

The Board of Trustees desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians ~~and students~~ all notifications required by law and any other notifications ~~he/she~~ **The Superintendent or designee** believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6020 - Parent Involvement)

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless ~~his/her~~ **the student's** parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever a student enrolls in a district school during the school year, ~~his/her~~ **the student's** parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, ~~his/her~~ **the student's** shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

PARENTAL NOTIFICATIONS (continued)*Legal Reference:***EDUCATION CODE**

221.5 Prohibited sex discrimination
 231.5 Sexual harassment policy
 234.7 Student protections relating to immigration and citizenship status
 262.3 Appeals for discrimination complaints; information regarding availability of civil remedies
 310 Language acquisition programs
 313 Reclassification of English learners, parental consultation
 313.2 Long-term English learner, notification
 440 English language proficiency assessment; instruction in English language development
 8483 Before/after school program; enrollment priorities
 17288 Building standards for university campuses
 17612 Notification of pesticide use
 32221.5 Insurance for athletic team members
 32255-32255.6 Right to refuse harmful or destructive use of animals
 32390 Fingerprint program; contracts; funding; consent of parent/guardian
 33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act
 35160.5 Extracurricular and cocurricular activities
 35178.4 Notice of accreditation status
 35182.5 Advertising in the classroom
 35183 School dress codes; uniforms
 35186 Complaints concerning deficiencies in instructional materials and facilities
 35211 Driver training; district insurance, parent/guardian liability
 35256 School Accountability Report Card
 35258 School Accountability Report card
 35291 Rules for student discipline
 37616 Consultation regarding year-round schedule
 39831.5 School bus rider rules and information
 44050 Employee codes of conduct, employee interactions with students
 44808.5 Permission to leave school grounds
 46010.1 Notice regarding excuse to obtain confidential medical services
 46014 Regulations regarding absences for religious purposes
 46600-46611 Interdistrict attendance agreements especially:
 48000 Minimum age of admission pedestal
 48070.5 Promotion or retention of students
 48204 Residency requirements
 48205 Absence for personal reasons
 48206.3 Pupils with temporary disabilities; individual instruction; definitions
 48207-48208 Students with temporary disabilities in hospitals
 48213 Prior notice of exclusions from attendance
 48216 Immunization
 48260.5 Notice regarding truancy
 48262 Need for parent conference regarding truancy
 48263 Referral to school attendance review board or probation department
 48301 Interdistrict transfers
 48350 ~~48361 Open Enrollment Act~~
 48354 ~~Option to transfer from school identified under Open Enrollment Act~~
 48357 ~~Status of application for transfer from school identified under Open Enrollment Act~~
 48412 Certificate of proficiency
 48432.3 Voluntary enrollment in continuation education

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

- 48432.5 *Involuntary transfers of students*
- 48850-48859 *Education of foster youth and homeless students*
- 48900.1 *Parental attendance required after suspension*
- 48904 *Liability of parent/guardian for willful pupil misconduct*
- 48904.3 *Withholding grades, diplomas, or transcripts*
- 48906 *Notification of release of pupil to peace officer*
- 48911 *Notification in case of suspension*
- 48911.1 *Assignment to supervised suspension classroom*
- 48912 *Closed sessions; consideration of suspension*
- 48915.1 *Expelled individuals: enrollment in another district*
- 48916 *Readmission procedures*
- 48918 *Rules governing expulsion procedures*
- 48909 *Transfer of student convicted of violent felony or misdemeanor*
- 48980 *Required notification at beginning of term*
- 48980.3 *Notification of pesticide use*
- 48981 *Time and means of notification*
- 48982 *Parent signature acknowledging receipt of notice*
- 48983 *Contents of notice*
- 48984 *Activities prohibited unless notice given*
- 48985 *Notices to parents in language other than English*
- 48987 *Child abuse information*
- 49013 *Use of uniform complaint procedures for complaints regarding student fees*
- 49063 *Notification of parents of their rights*
- 49067 *Student evaluation; student in danger of failing course*
- 49068 *Transfer of permanent enrollment and scholarship record*
- 49069 *Absolute right to access*
- 49070 *Challenging content of records*
- 49073 *Release of directory information*
- 49073.6 *Student records, social media*
- 49076 *Access to student records*
- 49077 *Access to information concerning a student in compliance with court order*
- 49403 *Cooperation in control of communicable disease and immunization*
- 49423 *Administration of prescribed medication for pupil*
- 49451 *Physical examinations: parent's refusal to consent*
- 49452.5 *Screening for scoliosis*
- 49452.7 *Information on type 2 diabetes*
- 49452.8 *Oral health assessment*
- 49456 *Results of vision or hearing test*
- 49471-49472 *Insurance*
- 49475 *Student athletes; concussions and head injuries*
- 49476 *Student athletes; opioid fact sheet***
- 49480 *Continuing medication regimen for nonepisodic conditions*
- 49510-49520 *Duffy-Moscone Family Nutrition Education and Services Act of 1970*
- 49557.5 *Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account*
- 51225.1 *Exemption from district graduation requirements*
- 51225.2 *Course credits; foster youth, homeless youth, former juvenile court school students and ~~military-connected students~~*
- 51225.3 *Graduation requirements; courses that satisfy college entrance criteria*
- 51229 *Course of study for grades 7-12*

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

51513 *Personal beliefs; privacy*
 51938 *HIV/AIDS and sexual health instruction*
 52164 *Language census*
 52164.1 *Census-taking methods; determination of primary language; assessment of language skills*
 52164.3 *Reassessment of English learners; notification of results*
 54444.2 *Migrant education programs; parent involvement*
 56301 *Child-find system; policies re: written notification rights*
 56321 *Special education: proposed assessment plan*
 56321.5-56321.6 *Notice of parent rights pertaining to special education*
 56329 *Written notice of right to findings; independent assessment*
 56341.1 *Development of individualized education program; right to audio record meeting*
 56341.5 *Individualized education program team meetings*
 56343.5 *Individualized education program meetings*
 56521.1 *Behavioral intervention*
 58501 *Alternative schools: notice required prior to establishment*
 60615 *Exemption from state assessment*
 60641 *California Assessment of Student Performance and Progress*
 69432.9 *Submission of grade point average to Cal Grant program*

CIVIL CODE

1798.29 *District records, breach of security*

HEALTH AND SAFETY CODE

1596.857 *Right to enter child care facility*
 1597.16 *Licensed child care centers, lead testing*
 104420 *Tobacco use prevention*
 104855 *Availability of topical fluoride treatment*
 116277 *Lead testing of school drinking water*
 120365-120375 *Immunizations*
 120440 *Sharing immunization information*
 124100-124105 *Health screening and immunizations*

PENAL CODE

626.81 *Notice of permission granted to sex offender to volunteer on campus*
 627.5 *Hearing request following denial or revocation of registration*

CODE OF REGULATIONS, TITLE 5

852 *Exemptions from state assessments*
 863 *Reports of state assessment results*
 3052 *Behavioral intervention*
 4622 *Notification of uniform complaint procedures*
 4631 *Responsibilities of the local agency*
~~4702 *Student transfer from school identified under Open Enrollment Act*~~
 4917 *Notification of sexual harassment policy*
 11303 *Reclassification of English language learners*
 11523 *Notice of proficiency examinations*
 18066 *Child care policies regarding excused and unexcused absences*
 18094-18095 *Notice of Action; child care services*
 18114 *Notice of delinquent fees; child care services*
 18118-18119 *Notice of Action; child care services*

CODE OF REGULATIONS, TITLE 17

2951 *Hearing tests*
 6040 *Time period to obtain needed immunizations*

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1232h Privacy rights

1415 Procedural safeguards

6311 State plans

6312 Local education agency plans

6318 Parental and family engagement

7704 *Impact Aid; policies and procedures related to children residing on Indian lands*

7908 Armed forces recruiter access to students

UNITED STATES CODE, TITLE 42

1758 Child nutrition programs

11431-11435 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 7

245.5 Eligibility criteria for free and reduced-price meals

245.6a Verification of eligibility for free and reduced-price meals

CODE OF FEDERAL REGULATIONS, TITLE 34

99.7 Student records, annual notification

99.30 Disclosure of personally identifiable information

99.34 Student records, disclosure to other educational agencies

99.37 Disclosure of directory information

104.32 District responsibility to provide free appropriate public education

104.36 Procedural safeguards

104.8 Nondiscrimination

106.9 Dissemination of policy, nondiscrimination on basis of sex

200.48 Teacher qualifications

222.94 *Impact Aid; district responsibilities*

300.300 Parent consent for special education evaluation

300.502 Independent educational evaluation of student with disability

300.503 Prior written notice regarding identification, evaluation, or placement of student with disability

300.304 Procedural safeguards notice for students with disabilities

300.508 Due process complaint

300.530 Discipline procedures

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 Asbestos inspections, response actions and post-response actions

763.93 Asbestos Management plans

Management Resources:

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005

WEB SITES

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>

Policy

adopted: October 21, 2008

revised: August 19, 2014

revised: August 7, 2018

revised: November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2018 (SB 840, Ch. 29, Statutes of 2018) 2020 (SB 74, Ch. 6, Statutes of 2020) extends the suspension of these requirements through the 2018-19 2020-21 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school Year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5 5 CCR 4917; 34 CFR 106.8	AR 5145.7	Copy of Sexual harassment policy as related to students contact information for Title IX coordinator
Beginning of each school Year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 44980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting meeting residency, form for attendance, appeals process
Beginning of each school Year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/ credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/ hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School Immunizations program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community
Beginning of each school year	Education Code 49520, 48980 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for Free and reduced price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school Year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if districts receives Title I funds	20 USC 6312 34 UFR 200.61	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each School year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school	USDA SP-23-2017	AR 3551	District policy on meal Payments
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
When child first enrolls in a public school, if the school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration, in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students entering grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes.
When in kindergarten or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career_(continued)			
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education; right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health & Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11 and 12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release student's name, address, and phone number of child to military recruiters without prior written consent
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a compliant alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur			
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s) option, to decline program or choose alternate, alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic Teams	Education Code 32221.5	AR 5143	Offer of insurance, no-cost and low-cost program options
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before implementing a your-round schedule	Education Code 37616	BP 6117	Public hearing on your-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequence, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting a truancy mediation program or for presenting evidence at a truancy petition

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative Balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to Apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Annually to parents/guardians of student athletes	Education Code 49476	AR 6145.2	Opioid fact sheet
Within 30 days of foster youth's homeless youth former juvenile court school student, or child of military family or migrant family or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV-prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Healthy & Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead	Health and Safety Code 1597.16	AR 5148	The requirement to test the facility, and the results of the test
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health & Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency; acceptable use of the information; right to examine; right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to Complaint re: discrimination special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: regarding excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
For schools receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6316	AR 6020	Notice of policy
When district receives Impact Aid funds for students residing on Indian lands, to parents/ guardians of Indian children	20 USC 7704; 34 CFR 222.94	AR 3231	Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 246.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers Out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When student complains of sexual harassment	34 CFR 106.44, 106.45	AR 5145.7	Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, Prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
When parent orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation or placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c) 34 CFR 300.300 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k) 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom used for license-exempt California State Preschool Program	Education Code 8235.5	AR 1312.3 E 1312.3	Health and safety requirements for preschool programs; where to get complaint form
In each classroom in each school	Education Code 8235.5 , 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures

Exhibit

WESTERN PLACER UNIFIED SCHOOL DISTRICT

version: October 21, 2008

Lincoln, California

revised: September 4, 2012, March 17, 2015, January 19, 2016, January 17, 2017,
December 5, 2017, August 7, 2018, May 21, 2019, November 17, 2020

SEXUAL HARASSMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

The Board of Trustees is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against persons who reports, files a complaint or testifies about, or otherwise supports a complaint in alleging sexual harassment.

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

The district strongly encourages any students who feels that ~~he/she~~ **they are** is being or has **have** been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has **have** experienced off-campus sexual harassment that has continuing effect on campus to immediately contact ~~his/her~~ **their** teacher, the principal, **the district's Title IX Coordinator**, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify ~~the principal or a district compliance officer~~ **Title IX Coordinator**. ~~Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.~~

~~Once notified, the principal or compliance officer~~ **Title IX Coordinator** shall ~~take the steps to investigate and address the allegation, ensure the complaint is addressed through Title IX complaint procedures or uniform complaint procedures, as applicable, and shall offer supportive measures to the complainant as specified in the accompanying administrative regulation~~

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

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

SEXUAL HARASSMENT (continued)

The Superintendent or designee shall ~~take appropriate actions to reinforce~~ **inform students and parents/guardians of** the district's sexual harassment policy **by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.**

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed instances of sexual harassment even ~~where~~ **when** the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and ~~prompt~~ **action shall be taken to stop any respond to** harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of sexual harassment complaint continues
8. A clear message that, when needed, the district will ~~take interim~~ **implement supportive** measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, ~~to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment~~

SEXUAL HARASSMENT (continued)**~~Complaint Process and~~ Disciplinary Actions**

~~Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 – Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

~~Under~~ **Upon completion of an** investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

~~(cf. 5144 – Discipline)~~

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

~~(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))~~

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall ~~have his/her employment terminated~~ **be subject to disciplinary action, up to and including dismissal**, in accordance with law and the applicable collective bargaining agreements.

~~(cf. 4117.7 – Employment Status Report)~~

~~(cf. 4118 – Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)~~

~~(cf. 4218 – Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)~~

Record-Keeping

In accordance with law, ~~t~~The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in district schools.

~~(cf. 3580 – District Records)~~

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
 48900 Grounds for suspension or expulsion
 48900.2 Additional grounds for suspension or expulsion; sexual harassment
 48904 Liability of parent/guardian for willful student misconduct
 48980 Notice at beginning of term
 48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships
 1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX—discrimination of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.74 106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, ((2004 2000, 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 118 S. Ct. 1989

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources continued: (see next page)

SEXUAL HARASSMENT (continued)

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Nonconforming Students, Policy Brief, February 2014

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

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

O&A on Campus Sexual Misconduct, September 2017

Dear Colleague Letter: Transgender Students, May 2016

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 4, 2014

Dear Colleague Letter: Sexual Violence, April 4, 2011

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

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

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

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

Policy

adopted: September 4, 2007

revised: June 21, 2011

revised: October 7, 2014

revised: August 4, 2015

revised: December 20, 2016

revised: November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

SEXUAL HARASSMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The ~~coordinator/compliance officer(s)~~ **Title IX Coordinator(s)** may be contacted at:

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

(cf. 1312.3 - Uniform Complaint Procedures)

cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The district shall notify students, parents/guardians, employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

Prohibited Conduct

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors or other unwanted verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student

SEXUAL HARASSMENT (continued)

3. The conduct has the purpose or effect of having a negative impact on the student's academic performance, or of creating an intimidating, hostile or offensive educational environment
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations or propositions
2. Unwelcome Sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions
3. Graphic verbal comments about an individual's body, or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

SEXUAL HARASSMENT (continued)

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

3. **Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)**

4. **Be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. This shall include the name or title, office address, email address, and telephone number of the employee(s) designated as the district's Title IX Coordinator. (Education Code 234.6; 34 CFR 106.8)**

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

- ~~3.5.~~ Be provided as part of any orientation program conducted for new **and continuing** students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

- ~~4.6.~~ Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

SEXUAL HARASSMENT (continued)

~~5.7.~~ Be included in ~~the student~~ any handbook **provided to students, parents/guardians, employees, or employee organizations (34 CFR 106.8)**

~~6.~~ ~~Be provided to employees and employee organizations~~

Reporting Complaints ~~Process and Complaint Investigation and Resolution~~

Any student or parent/guardian who believes that ~~he/she~~ **the student** has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to ~~his/her~~ a teacher, the principal, **the district's Title IX Coordinator**, or any other available school employee. Within one school day of receiving such a report, the **principal or other** school employee shall forward the report to the ~~principal or the district's compliance officer identified in AR 1312.3~~ **Title IX Coordinator**. ~~In addition, any~~ Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report ~~his/her~~ **the** observation to the principal or ~~a district compliance officer~~ **Title IX Coordinator, regardless of**. ~~The employee shall take these actions, whether or not the alleged victim files a formal complaint.~~

(cf. 5141.4 - Child Abuse Prevention and Reporting)

When a report or complaint of sexual harassment involves off-campus conduct, the ~~principal or~~ **Title IX Coordinator** shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If ~~he/she~~ **the Title IX Coordinator** determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the ~~principal or compliance officer~~ **Title IX Coordinator** shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with ~~the applicable~~ **the applicable** district's uniform complaint procedures. ~~Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects.~~

Complaint Procedures

All complaints of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX

SEXUAL HARASSMENT (continued)

shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 1312.3 - Uniform Complaint Procedures.

~~If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.~~

~~In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.~~

~~In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted the Superintendent or designee.~~

~~(cf. 5141.4 - Child Abuse Prevention and Reporting)~~

Confidentiality

~~All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5-CCR 4964)~~

~~However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.~~

~~When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.~~

~~(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)~~

Response Pending Investigation

~~When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take~~

SEXUAL HARASSMENT (continued)

~~immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not~~

~~include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school sponsored or school related programs or activities.~~

Notifications

~~A copy of the district's sexual harassment policy and regulation shall:~~

~~1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)~~

~~(cf. 5145.6 Parental Notifications)~~

~~2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures and standards of conduct are posted (Education Code 231.5)~~

~~— A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.~~

~~(cf. 1113 District and School Web Sites)~~

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

~~3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester or summer session (Education Code 231.5)~~

~~4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures and standards of conduct (Education Code 231.5)~~

~~5. Be included in the student handbook~~

~~6. Be provided to employees and employee organizations~~

Regulation

approved: September 4, 2007

revised: June 21, 2011

revised: October 7, 2014

revised: August 4, 2015

revised: December 20, 2016

revised: November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal from School

On an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each-party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)

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

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

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

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. 3580 - District Records)

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Management Resources:

CSBA PUBLICATIONS

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

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

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

Q&A on Campus Sexual Misconduct, September 2017

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

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

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

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

PHYSICAL EDUCATION AND ACTIVITY

The ~~Governing~~ Board of Trustees recognizes the positive benefits of physical activity on student health, **well-being** and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

Physical education classes shall be conducted in the coeducational, inclusive manner prescribed by law. The district shall provide instruction in physical education that provides equal access and equal opportunities for participation for all students in grades 1-12 regardless of gender, sexual orientation, and mental or physical disability. (Education Code 220, 221.5, 33352; 5 CCR 4900, 4930, 4931, 4940, 4960; 34 CFR 106.33, 106.34, 300.108)

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

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

The district's physical education program shall engage students in **age-appropriate** moderate to vigorous physical activity, as defined in the accompanying administrative regulation, ~~for at least 50 percent of class or session time~~ **including aerobic, muscle-strengthening, and bone-strengthening activities**. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

For grades 9-12, the overall course of study shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

PHYSICAL EDUCATION (continued)

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)
(cf. 5142.2 - Safe Routes to School Program)
(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Programs)
(cf. 6145 - Extracurricular and Cocurricular Activities)

~~The district's physical education program shall engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.~~

~~The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.~~

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

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, hot extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)
(cf. 5141.23 - Asthma Management)
(cf. 6145.2 - Athletic Competition)

~~The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.~~

~~*(cf. 1330.1 - Joint Use Agreements)*~~
~~*(cf. 5142.2 - Safe Routes to School Program)*~~
~~*(cf. 5148 - Child Care and Development Program)*~~
~~*(cf. 5148.2 - Before/After School Programs)*~~
~~*(cf. 6145 - Extracurricular and Cocurricular Activities)*~~

PHYSICAL EDUCATION (continued)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4113 - Assignment)

(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)

(cf. 5121 - Grades/Evaluation of Student Achievement)

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

~~The Superintendent or designee shall annually report to the Board the results of the physical fitness testing for each school and applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade~~

Temporary Exemptions

The Superintendent or designee may grant temporary exemption from physical education under any of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet ~~his/her~~ **the student's** needs cannot be provided.
2. The student is enrolled for one-half time or less.

Two-Year Exemptions

With a student's consent, the Superintendent or designee may exempt the student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met any five of the six standards of the FITNESSGRAM in grade 9. (Education Code 51241)

PHYSICAL EDUCATION (continued)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the FITNESSGRAM to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Students in grades 10-12 who have been granted a two-year exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 51222)

Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

(cf. 6112 - School Day)

Permanent Exemptions

The Superintendent or designee may grant a student a permanent exemption from physical education under any of the following conditions: (Education Code 51241)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years. However, such a student shall not be permitted to attend fewer total hours of courses and classes than ~~he/she~~ **the student** would have attended if enrolled in a physical education course.
2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with schedule recreation and exercise.

Other Exemptions

The Superintendent or designee may grant a student an exemptions from physical education under the following special circumstances:

1. When the student is in any grades 10-12 and is excused for up to 24 clock hours in order to participate in automobile driver training. However, any such student shall attend a minimum of 7,000 minutes of physical education instruction during the school year. (Education Code 51222)
2. When the student is in grades 10-12 attends a regional occupational center or program, and, because of the travel time, would experience hardship to attend physical education courses. Any such student shall have a minimum school day of 180 minutes. (Education Code 52316)

(cf. 6178.2 – Regional Occupational Center/Program)

PHYSICAL EDUCATION (continued)

3. When the student is in high school and is engaged a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

Program Evaluation

The Superintendent or designee shall annually report to the Board each school's FITNESSGRAM results for each applicable grade level. ~~He/she~~ **The Superintendent or designee** shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity **and student well-being**.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

PHYSICAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

221.5 Sex equity in education

33126 School accountability report card

33350 CDE responsibilities re: physical education

35256 School accountability report card

44250-44277 Credential types

49066 Grades; physical education class

51210 Course of study, grades 1-6

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51241 Temporary, two-year or permanent exemption from physical education

51242 Exemption from physical education for athletic program participants

52316 Excuse from attending physical education classes; **regional occupational center/program**

60800 Physical performance test

CODE OF REGULATIONS, TITLE 5

~~1040-1048~~ **1044** Physical performance test

1047-1048 Testing variations and accommodations

3051.5 Adapted physical education for individuals with exceptional needs

~~4600-4687~~ **4670** Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

10060 Criteria for high school physical education programs

80020 Additional assignment authorizations for specific credentials

80037 Designated subjects teaching credential; special teaching authorization in physical education

80046.1 Added authorization to teach adopted physical education

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

~~17518b~~ **Note** Local wellness policy

CODE OF FEDERAL REGULATIONS, TITLE 34

106.33 Nondiscrimination on the basis of sex; comparable facilities

106.34 Nondiscrimination on the basis of sex; access to classes and schools

300.108 Assistance to states for the education of children with disabilities; physical education

ATTORNEY GENERAL OPINIONS

53 *Ops. Cal. Atty. Gen.* 230 (1970)

COURT DECISIONS

Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668

Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975

Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959

Management Resources: (see next page)

PHYSICAL EDUCATION (continued)*Management Resources:*CSBA PUBLICATIONS*Districts at Risk from Lawsuits Regarding PE Instructional Minute Requirement, Legal Alert, May 2015**Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012**Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012**Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010**Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010**Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009**Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009**Physical Education and California Schools: Policy Brief, rev. October 2007*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009**Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005**Adapted Physical Education Guidelines for California Schools, 2003*CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS*School Health Index (SHI): A Self-Assessment and Planning Guide, Elementary School, 2014-2017**School Health Index (SHI): A Self-Assessment and Planning Guide, Middle/High School, 2017*COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS*The Administrator's Assignment Manual, 2007 2019*U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS*2008-Physical Activity Guidelines for Americans, 2nd Edition, October 2008 2018*WEB SITESCSBA: <http://www.csba.org>California Department of Education, Physical Fitness Testing: <http://www.cde.ca.gov/ta/tg/pf>California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>Centers for Disease Control and Prevention; <http://www.cdc.gov>Commission on Teacher Credentialing: <http://ctc.ca.gov>Educational Data System, California physical fitness; <http://www.eddata.com/projects/current/epf>Healthy People 2010: <http://www.healthypeople.gov>National Association for Sports and Physical Education: <http://www.aahperd.org/naspe><https://www.pgpedia.com/n/national-association-sport-and-physical-education>

President's Council on Physical Fitness and Sports Sports, Fitness and Nutrition: U.S. Department of

U.S. Department of Health and Human Services: <http://www.health.gov>

Policy

adopted: August 4, 2009

revised: September 4, 2012

revised: August 2, 2016

revised: November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

PHYSICAL EDUCATION AND ACTIVITY**Definitions**

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity ~~for~~ **that assists in** developing and maintaining physical fitness throughout their lifetimes, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Instruction in physical education shall be provided for at least the following minimum period of time: (Education Code 51210, 51222, 51223)

1. For students in grades 1-6, 200 minutes each 10 school days, exclusive of recesses and the lunch period
2. For students in grades 7-8 attending an elementary school, 200 minutes each 10 school days, exclusive of recesses and the lunch period
3. For students in grades 7-8 attending a middle school or junior high school, 400 minutes each 10 school days
4. For students in grades 9-12, 400 minutes each 10 school days

If the instructional minute requirement cannot be met during any 10-day period due to inclement weather, a school assembly, field trip, student assessment, or other circumstance, the school shall make up those minutes on another day in order to satisfy the instructional minute requirement.

PHYSICAL EDUCATION AND ACTIVITY (continued)

The Superintendent or designee shall determine a method to document compliance with the required number of instructional minutes. Such documentation may include, but not be limited to, a master schedule, **bell schedule, weekly schedule for each teacher providing physical education instruction, district calendar**, teacher roster, or log for staff or students to record the number of physical education minutes completed.

Any complaint alleging noncompliance with the instructional minute requirement ~~for elementary schools~~ may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in a complaint, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 51210, **51222**, 51223; 5 CCR 4600-4687 **4670**)

(cf. 1312.3 - Uniform Complaint Procedures)

Monitoring Moderate to Vigorous Physical Activity

To monitor ~~whether the amount of time~~ students are engaged in moderate to vigorous physical activity ~~for at least 50 percent of physical education class or session time~~, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity ~~or the number of students who~~ **and the amount of time students** are inactive during physical education classes
2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

(cf. 4115 - Evaluation/Supervision)

Physical Fitness Testing

During the annual assessment window between the month of February through May, students in grades 5, 7 and 9 shall be administered the physical fitness test designated by the State Board of Education (FITNESSGRAM). (Education Code 60800; 5 CCR 1041)

(cf. 6162.5 - Student Assessment)

The Superintendent or designee may provided a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

PHYSICAL EDUCATION AND ACTIVITY (continued)

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and ~~California Department of Education CDE~~ for all matters related to the physical fitness test. ~~His/her~~ **The** duties shall be those specified in 5 CCR 1043.4, including, but not limited to, ~~overseeing the administration of the test and the collection and return of all test data to the test contractor.~~ (5 CCR 1043.4)

1. **Responding to correspondence and inquiries from the contractor in a timely manner and as provided in the contractor's instructions**
2. **Determining district and school site test and test material needs**
3. **Overseeing the administration of the physical fitness test to students**
4. **Overseeing the collection and return of all test data to the contractor**
5. **Ensuring that all test data are received from school test sites in sufficient time to satisfy the reporting requirements**
6. **Ensuring that all test data are sent to the test contractor by June 30 of each year**

Students shall be provided with their individual results after completing the FITNESSGRAM. The test results may be provided in writing or orally as the student completes the testing and shall be included in ~~his/her~~ **the student's** cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044)

(cf. 5125 - Student Records)

Each student's test results shall also be provided to ~~his/her~~ **the student's** parents/guardians.

The Superintendent or designee shall report the aggregate results of the FITNESSGRAM in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

Testing Variations

All students may be administered the state's FITNESSGRAM with the following test variations: (5 CCR 1047)

1. Extra time within a testing day
2. Test directions that are simplified or clarified

PHYSICAL EDUCATION AND ACTIVITY (continued)

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment
2. Separate testing for individual students provided that ~~they~~ **the student(s)** are directly supervised by the test examiner
3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor
2. Administration of the test by a test examiner to the student at home or in the hospital
3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that ~~they~~ **the student(s)** are directly supervised by the test examiner
2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Additional Opportunities for Physical Activity

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

PHYSICAL EDUCATION AND ACTIVITY (continued)

1. Training recess , and lunch, and **before- and after-school** supervisors on methods to engage students in moderate to vigorous physical activity

(cf. 1240 - Volunteer Assistance)

(cf. 4231 - Staff Development)

(cf. 5030 - Student Wellness)

2. Encouraging teachers to incorporate physical activity into the classroom

3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, **community service**, special events, and competitions

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.5 - Student Organizations and Equal Access)

4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs

(cf. 5148 - Child Care and Development ~~Program~~)

(cf. 5148.2 - Before/After School Programs)

5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities

(cf. 1330.1 - Joint Use Agreements)

6. Developing business partnerships to maximize resources for physical activity equipment and programs

(cf. 1700 - Relations Between Private Industry and the Schools)

7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

(cf. 5142.2 - Safe Routes to School Program)

Regulation

approved: September 4, 2007

revised: September 4, 2012

revised: August 2, 2016

revised: November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

INDIVIDUALIZED EDUCATION PROGRAM

The Board of Trustees desires to provide ~~educational alternatives that afford students with disabilities~~ full educational opportunities **to all students with disabilities**. Students with disabilities shall receive a free appropriate public education (FAPE) and, **to the maximum extent possible, shall be placed educated** in the least restrictive environment **with nondisabled students** ~~which meets their needs to the extent provided by law.~~

(cf. 0430 - Comprehensive Local Plan for Special Education)

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 4112.23 - Special Education Staff)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6164.4 - Identification of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

For each student with disabilities, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the ~~appointment of the individualized education program membership of the (IEP) team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision of the IEP processes.~~

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

- 1. Students who have been suspended or expelled from school**
- 2. Students who are placed by the district in a nonpublic, nonsectarian school**
- 3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement**

~~To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055)~~

Legal Reference: (see next page)

INDIVIDUALIZED EDUCATION PROGRAM (continued)*Legal Reference:***EDUCATION CODE****46392 Emergencies***51225.3 Requirements for high school graduation and diploma***56040.3 Assistive technology***56055 Rights of foster parents pertaining to foster child's education**56136 Guidelines for low incidence disabilities areas**56195.8 Adoption of policies**56321 Development or revision of IEP**56321.5 Notice to include right to electronically record**56340.1-56347 Instructional planning and individualized education program**56350-56352 56354 IEP for visually impaired students**56380 IEP reviews; notice of right to request**56390-56392 Certificate of completion, special education**56500-56509 Procedural safeguards**60640-60649 Standardized Testing and Reporting Program**60850 High school exit examination, students with disabilities**60852.3 High school exit examination, exemption for the class of 2006***FAMILY CODE***6500-6502 Age of majority***GOVERNMENT CODE***7572.5 Seriously emotionally disturbed child, expanded IEP team***WELFARE AND INSTITUTIONS CODE***300 Children subject to jurisdiction**601 Minors habitually disobedient**602 Minors violating law defined as crime***CODE OF REGULATIONS, TITLE 5***853-853.5 Standardized Testing and Reporting Program, accommodations**~~1215.5-1218 High School Exit Examination, accommodations for students with disabilities~~**3021-3029 Identification, referral and assessment**3040-3043 Instructional planning and the individualized education program****3051-3053 Implementation of the individualized education program*****UNITED STATES CODE, TITLE 20***1232g Family Educational Rights and Privacy Act of 1974**1400-1482 Individuals with Disabilities Education Act***CODE OF FEDERAL REGULATIONS, TITLE 34***300.1-300.818 Individuals with Disabilities Education Act***COURT DECISIONS***Schaffer v. Weast (2005) 125 S. Ct. 528**Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072**Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398***ATTORNEY GENERAL OPINIONS***85 Ops.Cal.Atty.Gen. 157 (2002)**Management Resources:***FEDERAL REGISTER***Rules and Regulations, August 14, 2006, Vol. 71, Number 156, page 46539-46845***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS***Frequently Asked Questions: Promotion, Retention, and Grading (Students with Disabilities)**California Practitioners' Guide for Educating English Learners with Disabilities, July 2019**Management Resources (continued): see next page*

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Management Resources (continued):

WEB SITES

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

U.S. Department of Education, Office of Special Education and Rehabilitative Services:

<http://www.ed.gov/about/offices/list/osers/osep>

INDIVIDUALIZED EDUCATION PROGRAM

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement ~~designed~~ **that is developed, reviewed, and revised** by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344, **56345**; 34 CFR 300.320, **300.323**)

Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, ~~t~~The IEP team for any student with a disability shall included the following members: (Education Code 56341, 56341.5; 20 USC 1414(d)(1); 34 CFR 300.321)

1. One or both of the student's parents/guardians, and/or a representative selected by them

To the extent permitted by federal law, a foster parent shall have the same rights relative to ~~his/her~~ a foster child's IEP as a parent/guardian. (Education Code 56055)

2. If the student is or may be participating in the ~~regular~~ **general** education program, at least one of the student's ~~regular~~ **general** education teachers designated by the Superintendent or designee to request the student's **general education** teachers

The ~~regular~~ **general** education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414(d)(3)(C); 34 CFR 300.324)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

3. At least one of the student's special education teachers or, where appropriate, special education provider
4. A representative of the district who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities
 - b. Knowledgeable about the general education curriculum
 - c. Knowledgeable about the availability of district ~~and/or special education local plan area (SELPA)~~ resources

(cf. 0430 - Comprehensive Local Plan for Special Education)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

5. An individual who can interpret the instructional implications of assessment results

This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability

In the development, review, or revision of ~~his/her~~ **the** IEP, the student shall be allowed to provide confidential input to any representative of ~~his/her~~ **the** IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's ~~regular~~ **general** education teacher shall observe the student's academic performance and behavior in the areas of difficulty in ~~his/her~~ **the student's** learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)
2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist ~~him/her~~ **the student** in reaching the goals ~~as stated in Education Code 56345(a)(8)~~, the following individuals shall be invited to attend: (34 CFR 300.321)
 - a. The student, regardless of ~~his/her~~ **the student's** age

INDIVIDUALIZED EDUCATION PROGRAM (continued)

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian **or adult student**, a representative of any other agency that is likely to be responsible for providing or paying for the transition services
3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414(d)(1)(D); 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414(d)(1)(E); 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56043, 56345, 56345.1; 20 USC 1414(d)(1)(A); 34 CFR 300.320;)

- 1. A statement of the present levels of the student's academic achievement and functional performance, including:
 - a. The manner in which the student's disability affects ~~his/her~~ **the student's** involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)
 - b. For a preschool ~~child~~ **student**, as appropriate, the manner in which the disability affects ~~his/her~~ **the student's** participation in appropriate activities

INDIVIDUALIZED EDUCATION PROGRAM (continued)

- c. **For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives**
- 2. A statement of measurable annual goals, including academic and functional goals, designed to:
 - a. Meet the student's needs that result from ~~his/her~~ **the** disability in order to enable the student to be involved in and **make** progress in the general education curriculum
 - b. Meet each of the student's other educational needs that result from ~~his/her~~ **the** disability
- 3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards
- 4. A statement of the specific special educational instruction and related services and supplementary aids and services, based on peer-reviewed research, to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:
 - a. Advance appropriately toward attaining the annual goals
 - b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
 - c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP

(cf. 3541.2 - Transportation for Students with Disabilities)

- 5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP

INDIVIDUALIZED EDUCATION PROGRAM (continued)

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that ~~he/she~~ **the student** cannot participate in the regular assessment and the reason that the particular alternate assessment selected as appropriate for ~~him/her~~.

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications
8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills
 - b. The transition services, including courses of study, needed to assist the student in reaching those goals
9. **A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at the school or in person for more than 10 school days. The description shall take into account public health orders and shall include special education and related services, supplementary aids and services, transition services, and extended school year services.**
910. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of ~~his/her~~ **the** rights, if any, that will transfer to the ~~him/her~~ **the student** upon reaching age 18, pursuant to Education Code 56041.5

~~Where appropriate, the IEP shall also include: (Education Code 56345)~~

INDIVIDUALIZED EDUCATION PROGRAM (continued)

- ~~1-11.~~ For students in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

- ~~2-12.~~ For a student whose native language is not English, ~~L~~linguistically appropriate goals, objectives, programs, and services ~~for students whose native language is not English~~

(cf. 6174 - Education for English Language Learners)

- ~~3-13.~~ Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer School)

- ~~4-14.~~ ~~Provision for transition into the regular education program~~ If the student is to be transferred from a special class ~~or center~~ or nonpublic, nonsectarian school into a ~~regular~~ **general** education program in a public school for any part of the school day, provision for transition into the ~~regular~~ **general** education program including descriptions of activities intended to:

- a. Integrate the student into the ~~regular~~ **general** education program, including ~~indications of~~ the nature of each activity and the time spent on the activity each day or week
- b. Support the transition of the student from the special education program into the ~~regular~~ **general** education program

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178 - Vocational Education)
(cf. 6181 - Alternative Schools)

- ~~5-15.~~ For a student with low incidence disabilities, ~~s~~Specialized services, materials, and equipment ~~for a student with low incidence disabilities~~, consistent with the guidelines pursuant to Education Code 56136

INDIVIDUALIZED EDUCATION PROGRAM (continued)

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to access the core curriculum; orientation and mobility; social interaction skills; career technical education; assistive technology, including optical devices; independent living skills; recreation and leisure; self-determination; and sensory efficiency. When appropriate, such services may be offered before or after school. (Education Code 56353)

Development, Review, and Revision of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (Education Code 56043; 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56043, 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414(d)(3)(A); 34 CFR 300.324)

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial assessment or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes ~~his/her~~ the student's learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior

INDIVIDUALIZED EDUCATION PROGRAM (continued)

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, **needs**, and appropriate reading and writing media, **including an assessment of his/her** future needs for instruction in Braille or the use of Braille, ~~and other appropriate reading and writing media.~~

8. The communication needs of the student, and in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with ~~his/her~~ **the** IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each ~~regular~~ **general** education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific

INDIVIDUALIZED EDUCATION PROGRAM (continued)

responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community, as appropriate. The Superintendent or designee may require annual written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away from the school site. (Education Code 56354; 5 CCR 3051.3)

If a student's IEP requires the provision of assistive technology devices or services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices in the student's home or other settings if the IEP team determines that the student needs access to those devices in order to receive FAPE. If a student who requires the use of an assistive technology device transfers to another local educational agency, the district shall provide the student with continued access to that device or a comparable device for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414(d)(4); 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved
2. Revises the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 305(a)(2) and Education Code 56381(b)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

- d. The student's anticipated needs
 - e. Any other relevant matters
3. Considers the special factors listed in items #5-9 above under "Development of the IEP;" when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parents/guardian or teacher to review the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.120 USC 1414(d); 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6173.1 - Education for Foster Youth)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the district may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (Education Code 56380.1; 20 USC 1414(d)(3)(D); 34 CFR 300.324)

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings
2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

INDIVIDUALIZED EDUCATION PROGRAM (continued)

2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)
 - b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)
2. An indication that the student is invited to the IEP team meeting
3. ~~Identification of any other agency that will be invited to send a representative~~

(cf. 5145.6 - Parental Notifications)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

The parent/guardian shall have the right and opportunity to examine all of ~~his/her child's~~ **the student's** school records upon request and before any IEP meeting, and in connection with any hearing or resolution session on matters affecting ~~his/her child's~~ **the student**, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

(cf. 5125 - Student Records)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414(f); 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian ~~that he/she should to~~ attend. In such a case, the Superintendent or designee shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of ~~his/her child's~~ **the** IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Education and Services

Before providing special education and related services to any student pursuant to 20 USC 1414(a)(1), the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian ~~pursuant to 20 USC 1414(a)(1)~~. **(Education Code 56346)**

~~The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if~~ **If the parent/guardian fails to respond or** refuses to consent to the initiation of services. **The district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or ruling that the services may be provided to the student. In such circumstances, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)**

INDIVIDUALIZED EDUCATION PROGRAM (continued)

If the parent/guardian **consents in writing to the receipt of special education and related services for the student but** does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (~~Education Code 56346~~) If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. ~~In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.~~

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the students records, including ~~his/her~~ **the** IEP and the supporting documents related to the provision of special education services. (34 CFR 300.323; Education Code 56325)

If the student transfers into the district from another school district within this same **Special Education Local Plan Area (SELPA)** during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless ~~his/her~~ **the student's** parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If a student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services

INDIVIDUALIZED EDUCATION PROGRAM (continued)

comparable to those described in the previous district's IEP in consultation with the student's parent/guardian, **for a period not to exceed 30 days. Within 30 days, By the end of that period, the district** ~~the Superintendent or designee~~ shall **either** ~~, in consultation with the student's parents/guardians,~~ adopt the previous district's IEP or shall develop, adopt, and implements a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, this the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if this district determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

Regulation
 approved: September 4, 2007
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
 Lincoln, California

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

The Board of Trustees ~~desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law.~~ **recognizes its obligation to provide a free appropriate public education (FAPE) to students with disabilities and to uphold the rights of parents/guardians to be involved in educational decisions regarding their child.** Parents/guardians of students with disabilities shall receive written notice of their rights **under the federal Individuals with Disabilities Education Act.** ~~in accordance with law, Board policy, and administrative regulation.~~

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.6 - Parental Notifications)

(cf. 6159 - Individualized Education Program)

(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education Students)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.4 - Identification of Individuals for Special Education)

Whenever there is a dispute between the district and the parent/guardian of a student with disabilities regarding the identification, assessment, or educational placement of the student or the provision of FAPE to the student, the Superintendent or designee shall encourage the early, informal resolution of the dispute at the school level to the extent possible. The district or parent/guardian may also request mediation and/or a due process hearing in accordance with law, Board policy, and administrative regulation

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board of Trustees about the result of the hearing.

~~The Superintendent or designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the district's uniform complaint procedures.~~ **Any complaint alleging the district's noncompliance with federal or state laws or regulations related to the provision of a free appropriate public education to students with disabilities shall be filed in accordance with 5 CCR 3200-3205.**

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

Legal Reference: (see next page)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE

56000 Education for individuals with exceptional needs

56001 Provision of the special education programs

56020-56035 Definitions

56195.7 Written agreements

56195.8 Adoption of policies for programs and services

56300-56385 Identification and referral, assessment

56440-56447.1 Programs for individuals between the ages of three and five years

56500-56509 Procedural safeguards, including due process rights

56600-56606 Evaluation, audits and information

CODE OF REGULATIONS, TITLE 5

3000-3100 Regulations governing special education, especially:

3080-3089 Procedural safeguards

3200-3205 Special education compliance complaints

~~4600-4671 Uniform complaint procedures~~

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

UNITED STATES CODE, TITLE 42

11434 Homeless assistance

CODE OF FEDERAL REGULATIONS, TITLE 34

99.10-99.22 Inspection, review and procedures for amending education records

104.36 Procedural safeguards

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.150-300.153 State compliance complaints

300.500-300.520 Procedural safeguards and due process for parents and students

COURT DECISIONS

Winkelman v. Parma City School District, (2007) 550 U.S. 516

Management Resources:

FEDERAL REGISTER

Rules and Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

Office of Administrative Hearings, Special Education Division:

<https://www.dgs.ca.gov/OAH/Case-Types/Special-Education>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osep/osep>

Policy

adopted: September 4, 2007

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WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION**Prior Written Notice**

The Superintendent or designee shall send to the parents/guardians of any student with disabilities a prior written notice ~~within a reasonable time before:~~ **(Education Code 56346, 56500.4, 56500.5; 20 USC 1415(e); 34 CFR 300.102, 300.00, 300.503; Education Code 56500.4, 56500.5)**

1. The district initially refers the student for assessment
2. **Within a reasonable time before t**The district proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student
3. **Within a reasonable time before t**The district refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student
4. **Within a reasonable time before t**The student graduates from high school with a regular diploma thus resulting in a change in placement
5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to ~~his/her child~~ **the student**

This **prior written** notice shall include: **(Education Code 56500.4; 20 USC 1415(e); 34 CFR 300.503)**

1. A description of the action proposed or refused by the district
2. An explanation as to why the district proposes or refuses to take the action
3. ~~A description of any other options that the individualized education program (IEP) team considered and why those options were rejected~~
- 3.4. A description of each assessment procedure, ~~test,~~ **assessment,** record, or report the district used as a basis for the proposed or refused action
46. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

- ~~5. A description of any other factors relevant to the district's proposal or refusal~~
57. Sources for parents/guardians to obtain assistance in understanding these provisions
- ~~6. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained~~
63. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected

(cf. 6159 - Individualized Education Program)

- ~~7. Sources for parents/guardians to obtain assistance in understanding these provisions~~
75. A description of any other factors relevant to the district's proposal or refusal

(cf. 5145.6 - Parental Notifications)

Procedural Safeguards Notice

A procedural safeguards notice shall be made available to parents/guardians of students with a disability once a school year and: **(Education Code 56301; 20 USC 1415(d)(1); 34 CFR 300.504; Education Code 56301)**

1. Upon initial referral or parent/guardian request for assessment
2. Upon receipt of the first state compliance complaint ~~and upon receipt of the first due process complaint~~ in a school year, **filed in accordance with the section "State Compliance Complaints" below**

(cf. 1312.3 - Uniform Complaint Procedures)

3. Upon receipt of the first due process hearing request in a school year
4. In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when a ~~decision is made to remove~~ **removal of** a student because of a violation of a code of conduct which constitutes a change of placement

(cf. 5144.1 - Suspension and Expulsion/Due Process (Students with Disabilities))

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

5. Upon request by a parent/guardian

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: **(Education Code 56301; 20 USC 1415(e)(2); 34 CFR 300.504; Education Code 56301)**

1. Independent educational evaluation

(cf. 6164.4 - Identification of Individuals for Special Education)

2. Prior written notice

3. Parental consent, including a parent/guardian's right to revoke consent, in writing, to ~~his/her child's~~ **the student's** child's continued receipt of special education and related services

4. Access to educational records

(cf. 5125 - Student Records)

5. Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures including the time period in which to file a complaint, the opportunity for the district to resolve the complaint, and the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures

6. The availability of mediation

7. The student's placement during the pendency of any due process complaint

8. Procedures for students who are subject to placement in an interim alternative educational setting

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense

10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

11. State-level appeals
12. Civil actions, including the time period in which to file those actions
13. ~~Attorney's fees~~ **Availability of attorneys' fees pursuant to 34 CFR 300.517**

This notice shall also include the rights and procedures contained in Education Code 56500-56509 including : (Education Code 56321, 56321.5, 56321.6) ~~information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; and the right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341; and information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf blind. (Education Code 56321, 56321.5, 56321.6)~~

1. ~~I~~information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing;
2. ~~T~~the timelines for completing each process;
3. ~~W~~whether the process is optional;
4. ~~T~~the type of representative who may be invited to participate;
5. ~~T~~the right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341.1; ~~and~~
6. ~~I~~information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind. ~~(Education Code 56321, 56321.5, 56321.6)~~

A copy of this notice shall be attached to the student's assessment plan and ~~referred to at each IEP meeting.~~ **At each IEP meeting, the Superintendent or designee shall inform the parent/guardian of the federal and state procedural safeguards that were provided in the notice.** (Education Code 56321, ~~56321.5~~ **56500.1**)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

Format of Parent/Guardian Notices

The parents/guardians of a student with a disability shall be provided written notice of their rights in a language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. The notice shall include, but not be limited to, those rights prescribed by Education Code 56341. (**Education Code 56341, 56506**; 34 CFR 300.503, **300.504**; ~~Education Code 56341, 56506~~)

If the native language or other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that: ~~(34 CFR 300.503)~~

1. ~~_____~~ ~~The notice is translated orally or by other means to the parent/guardian in in his/her the parent/guardian's native language or other mode of communication and that~~
2. ~~_____~~ ~~The parent/guardian understands the contents of the notice. (34 CFR 300.503)~~
3. ~~_____~~ ~~There is written evidence that items #1 and #2 have been satisfied.~~

The district may place a copy of the procedural safeguards notice on the district's web site. (20 USC 1415(d))

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

Filing Due Process Complaints

A parent/guardian and/or the district may initiate due process hearing procedures whenever: (**Education Code 56501**; 20 USC 1415(b); ~~Education Code 56501~~)

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

3. The parent/guardian refuses to consent to an assessment of ~~his/her child~~ **the student**.
4. There is a disagreement between a parent/guardian and the district regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148 (formerly 300.403).

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (**Education Code 56502**; 20 USC 1415(b); 34 CFR 300.508; ~~Education Code 56502~~)

1. The student's name
2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student

(cf. 6173 - Education for Homeless Children)

3. The name of the school the student attends
4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem
5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

Parties filing a due process complaint shall file their request with the **state Office of Administrative Hearings, Special Education Division**. ~~Superintendent of Public Instruction or designated contracted agency.~~ (**Education Code 56502**)

The request shall be filed within two years from the date the party initiating the request knew or had reason to know of the facts underlying the basis for the request. This timeline shall not apply if the district misrepresented that it had solved the problem or withheld required information from the parent/guardian. (Education Code 56505; 20 USC 1415; 34 CFR 300.507, 300.511)

District's Response to Due Process Complaints

If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall,

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415(e)(1); 34 CFR 300.508)

If the district has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the district shall send a response to the parent/guardian within 10 days of receipt of the complaint specifying: (20 USC 1415(e)(1); 34 CFR 300.508):

1. An explanation of why the district proposed or refused to take the action raised in the complaint
2. A description of other options that the IEP team considered and the reasons that those options were rejected

~~(cf. 6159—Individualized Education Program)~~

3. A description of each ~~evaluation~~**assessment** procedure, assessment, record, or report the district used as the basis for the proposed or refused action
4. A description of the factors that are relevant to the district's proposal or refusal

~~If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall, within 10 days of receipt, send a response specifically addressing the issues in the complaint. (20 USC 1415(e)(1); 34 CFR 300.508)~~

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the district shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

Informal Process/Pre-Hearing Mediation Conference

Prior to or upon initiating a due process hearing, the Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally to resolve any issue(s) relating to the identification, assessment, or education and placement of a student with disabilities. The Superintendent or designee shall have the authority to resolve the issue(s). ~~In addition, either party may file a request with the Superintendent of Public Instruction for a mediation conference to be conducted by a person under contract with the California Department of Education. (Education Code 56502)~~

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

In addition, either party may file a request with the ~~Superintendent of Public Instruction~~ **state Office of Administrative Hearings** for a mediation conference ~~to be conducted by a person under contract with the California Department of Education.~~ **(Education Code 56500.3)**

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)

State Compliance Complaints

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file with the California Department of Education (CDE) a written and signed statement alleging that, within the previous year, any of the following occurred: (5 CCR 3200, 3201)

- 1. The district violated Part B of the Individuals with Disabilities Education Act (20 USC 1411-1419) and its implementing regulations (34 CFR 300.1-300.818).**
- 2. The district violated Part 30 of the Education Code (Education Code 56000-56865) and 5 CCR 3200-3205.**
- 3. The district violated the terms of a settlement agreement related to the provision of FAPE, excluding any allegation related to an attorney fees provision in a settlement agreement.**
- 4. The district failed or refused to implement a due process hearing order to which the district is subject.**
- 5. Physical safety concerns interfered with the provision of FAPE.**

The complaint shall include: (5 CCR 3202; 34 CFR 300.153)

- 1. A statement that the district has violated or failed to comply with any provision set forth in 5 CCR 3201**

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

2. **The facts on which the statement is based**
3. **The signature and contact information for the complainant**
4. **If alleging violations with respect to a specific student, the student's name and address (or other available contact information for a homeless student), the name of the school that the student is attending, a description of the nature of the student's problem and facts related to the problem, and a proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed**

The complainant shall forward a copy of the complaint to the Superintendent or designee at the same time the complaint is filed with CDE. (5 CCR 3202)

Within 30 days of the date of CDE's investigation report, the district or complainant may request reconsideration of the decision in accordance with 5 CCR 3204. Pending CDE's response, any corrective actions set forth in the report shall remain in effect and enforceable, unless stayed by a court. (5 CCR 3204)

Regulation
approved: September 4, 2007
revised: November 15, 2011
revised: November 17 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

The Board of Trustees recognizes its responsibility to provide all district students, including ~~students with disabilities~~, a free appropriate public education **to students with disabilities** in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet ~~the students'~~ **student** needs **consistent with the comprehensive local plan of the Special Education Local Plan Area.**

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 4112.23 - Special Education Staff)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

~~In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.~~

Prior to entering into a contract to place any student in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A**, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities **and complies with staff training requirements** in accordance with Education Code 56366 **and 56366.1**. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any ~~nonpublic, nonsectarian school~~ **NPS/A** with which the district has a contract to ensure that the ~~school or agency's~~ certification has not expired.

No district student shall be placed in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A** unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the ~~nonpublic, nonsectarian school or agency~~ placement is appropriate for the student. ~~In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8; 56342.1)~~

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A. (Education Code 56365)

In accordance with law, any student with disabilities placed in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A** shall have all the rights and protections to which students with

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR
SPECIAL EDUCATION** (continued)

disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of ~~his/her~~ **the student's** IEP.

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

During the period when any student with disabilities is placed ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A**, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in ~~his/her~~ **the** IEP.

~~In accordance with Education Code 56366.2,~~ The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, ~~56366.3,~~ and 56366.6. **(Education Code 56366.2)**

(cf. 1431 - Waivers)

Legal Reference: (see next page)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

Legal References:

EDUCATION CODE

56034-56035 *Definitions of nonpublic, nonsectarian school and agency*
56042 *Placement not to be recommended by attorney with conflict of interest*
56101 *Waivers*
56163 *Certification*
56168 *Responsibility for education of student in hospital or health facility school*
56195.8 *Adoption of policies*
56342.1 *Individualized education program; placement*
56360-56369 *Implementation of special education*
56711 *Computation of state aid*
56740-56743 *Apportionments and reports*
56760 *Annual budget plan; service proportions*
56775.5 *Reimbursement of assessment and identification costs*
56836.20-56836.21 *Special education funding; SELPA contracts with nonpublic nonsectarian schools*

FAMILY CODE

7911-7912 *Interstate compact on placement of children*

GOVERNMENT CODE

7570-7588 *Interagency responsibilities for providing services to children with disabilities, especially:*
7572.55 *Seriously emotionally disturbed child; out-of-state placement*

WELFARE AND INSTITUTIONS CODE

362.2 *Out-of-home placement for IEP*
727.1 *Out-of-state placement of wards of court*

CODE OF REGULATIONS, TITLE 5

3001 *Definitions*
3051-3051.24 *Special education; standards for related services and staff qualifications*
3061-3069 *Nonpublic, nonsectarian school and agency services*

UNITED STATES CODE, TITLE 20

1400-1487 *Individuals with Disabilities Education Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

300.129-300.148 *Children with disabilities in private schools*

COURT DECISIONS

Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

Management Resources:

FEDERAL REGISTER

~~*Rules and Regulations, August 14, 2006, Vol. 71, Number 156, page 46539-46845*~~

WEB SITES

California Department of Education: <http://www.cde.ca.gov>
US Department of Education, Office of Special Education and Rehabilitative Services:
<http://www.ed.gov/about/offices/list/osers>

Policy

adopted: September 4, 2007

revised: November 18, 2014

revised: November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION**Master Contract**

Every master contract ~~with between the district and~~ a nonpublic, nonsectarian school or agency (NPS/A) ~~shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student.~~ Each master contract shall specify the general administrative and financial agreements for providing the special education and designated instruction and services.; ~~including~~ **The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366; 5 CCR 3062)**

1. ~~S~~student-teacher ratios, ~~as well as~~
2. ~~T~~ransportation ~~if specified in a student's individualized education program (IEP).~~
~~The administrative provisions of the contract shall include~~

(cf. 3541.2 - Transportation for Students with Disabilities)

The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.

3. ~~P~~rocedures for recordkeeping and documentation, ~~and~~
4. ~~T~~he maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student.

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 6146.1 - High School Graduation Requirements)

5. **An individual services agreement for each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP**
6. A description of the process to be utilized by the district to oversee and evaluate placements in ~~nonpublic, nonsectarian schools.~~ **This description shall include the NPS/A, including** a method for evaluating whether each student is making appropriate educational progress.
7. **Procedures and responsibilities for attendance and unexcused absences**

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

- 8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements**
- 9. Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions**

The contract may allow for partial or full-time attendance at the ~~nonpublic, nonsectarian school~~ NPS/A. (Education Code 56366)

~~(cf. 3541.2—Transportation for Students with Disabilities)~~

~~(cf. 3580—District Records)~~

~~(cf. 5125—Student Records)~~

~~(cf. 6146.1—High School Graduation Requirements)~~

~~The master contract shall include a description of the process to be utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress. (Education Code 56366)~~

With mutual agreement of the district and a ~~nonpublic, nonsectarian school or agency~~ NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in ~~his/her~~ **the student's** individual services agreement. (Education Code 56366)

The master contract or individual services agreement may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

Placement and Services

For ~~each~~ **any** student to be placed in an NPS/A, ~~t~~The Superintendent or designee shall develop an individual services agreement ~~for each student to be placed in a nonpublic, nonsectarian school or agency~~ based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for ~~the nonpublic, nonsectarian school~~ NPS/A services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

(cf. 6159 - Individualized Education Program)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

~~The IEP team of a student placed in a nonpublic, nonsectarian school or agency shall annually review the student's IEP. The student's IEP and individual services agreement shall specify the review schedules. (5 CCR 3069)~~

At least once each year, the district shall: (Education Code 56366)

- 1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results**
- 2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting**

~~Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in a nonpublic, nonsectarian school or agency an NPS/A. (5 CCR 3069)~~

When a special education student meets the district requirements for completion of the prescribed course of study as designated in the student's IEP, the district which developed the IEP shall award the student a diploma of graduation. (5 CCR 3070)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

Out-of-State Placements

Before contracting with ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A** outside California, the Superintendent or designee shall document the district's efforts to **use public schools and/or to find an appropriate program offered by a nonpublic, nonsectarian school or agency an NPS/A** within California. (Education Code 56365)

~~Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California. (Education Code 56365)~~

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the **related costs of the special education and related services provided**, and the district's efforts to locate an appropriate public school or ~~nonpublic, nonsectarian school or agency~~ **NPS/A** within California. (Education Code 56365)

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR
SPECIAL EDUCATION (continued)**

If the district decides to place a student with a ~~nonpublic, nonsectarian school or agency~~ an NPS/A outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

On-Site Visits

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the district does not have any other students currently enrolled at the NPS/A. (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement
2. A review of progress the student is making toward the goals set forth in the student's IEP
3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable
4. An observation of the student during instruction
5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the on-site visit. (Education Code 56366.1)

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California