

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, December 1, 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/850114981>

You can also dial in using your phone. United States: [+1 \(224\) 501-3412](tel:+12245013412)

Access Code: 850-114-981

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/850114981>

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

December 1, 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, December 1, 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

December 1, 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

December 1, 2020

Agenda

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 15-51 - 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 Classified Personnel Report

7.2 Approval of Request for Unpaid Leave of Absence

7.3 Approval of Minutes for: November 3 & 17, 2020

7.4 Approval of Warrants

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 – Gus Nevarez

➤ Superintendent – Scott Leaman

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 53 – HORIZON CHARTER SCHOOLS – Leaman

Discussion (20-21 G & O Component I, II, III, IV, V)

10.2 Action Page 54 – APPROVE RESOLUTION NO. 20/21.15, AUTHORIZING THE PURCHASE, INSTALL AND ASSEMBLY OF FURNITURE FOR THE TWELVE BRIDGES HIGH SCHOOL PROJECT UNDER A PIGGYBACK CONTRACT PURSUANT TO PUBLIC CONTRACTS CODE SECTION 20118– Adell (20-21 G & O Component I,

II, III, IV, V)

Roll call vote:

Regular Meeting of the Board of Trustees

December 1, 2020

Agenda

10.3 Discussion/Page 77 – CONSIDER APPROVING RESOLUTION NO 20/21.16

Action **AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO OPERATIONAL NECESSITY/LACK OF WORK** – Simon (20-21 G & O Component I, II, III, IV, V)
Roll call vote:

10.4 Action **Page 80 – APPROVAL OF DEVELOPER FEE REPORT FOR FISCAL YEAR 2019-2020**– Adell (20-21 G & O Component I, II, III, IV, V)

10.5 Discussion/Page 86 – 20/21 AND 21/22 SCHOOL RESOURCE OFFICER

Action **AGREEMENT** – Leaman (20-21 G & O Component I, II, III, IV, V)

10.6 Action **Page 92 – HIGH SCHOOL BOUNDARIES** – Leaman (20-21 G & O Component I, II, III, IV, V)

10.7 Action **Page 94 – ESTABLISH ANNUAL ORGANIZATIONAL MEETING** – Leaman (20-21 G & O Component I, II, III, IV, V)

●Education Code 35143 and 5017 require the scheduling of an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action on the scheduling of the annual organizational meeting and submit to PCOE.

10.8 Action **Page 96 – 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 5141.22 -Infectious Diseases*
- AR 5145.3 – Nondiscrimination/Harassment*
- E5145.6 – Parental Notifications*
- BP/ 3555 – Nutrition Program Compliance
- E 3555 – Nutrition Program Compliance (New Exhibit)
- AR 4030 – Nondiscrimination in Employment
- BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment
- AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures (New Regulation)

*paragraph (shaded) inadvertently left off of November 17, 2020 meeting

Regular Meeting of the Board of Trustees

December 1, 2020

Agenda

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

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **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, December 1, 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:

December 1, 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.

wp/rk/factform

**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:
December 1, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

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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:

December 1, 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**

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

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

December 1, 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**

December 1, 2020

CLASSIFIED/MANAGEMENT

NEW HIRES: None

REHIRE: None

TRANSFER/PROMOTIONS:

1. Name: Mary Tribur
 Position: Paraprofessional
 FTE: 5.66 hours
 Days: 10 Months
 Effective: November 30, 2020
 Site: Foskett Ranch Elementary

2. Name: Amy Kuehl
 Position: Instructional Aide
 FTE: 3.0 hours
 Days: 10 Months
 Effective: November 30, 2020
 Site: Sheridan Elementary

ADDITIONAL POSITION/DECREASE OF HOURS:

1. Name: Amy Kuehl
 Position: School Clerk II
 FTE: 1.0 hours
 Days: 10 Months
 Effective: November 30, 2020
 Site: Sheridan Elementary

2. Name: Laura Winston
 Position: Campus/Cafeteria Supervisor
 FTE: .25 hours
 Days: 10 Months
 Effective: November 12, 2020
 Site: Twelve Bridges Elementary

3. Name: Colleen Hill
 Position: Campus/Cafeteria Supervisor
 FTE: .25 hours
 Days: 10 Months
 Effective: November 12, 2020
 Site: Twelve Bridges Elementary

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave): None

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS:

1. Name: Maribel Vergara
 Position: School Clerk II
 Effective: November 01, 2020
 Site: Sheridan Elementary

2. Name: Maribel Vergara
 Position: Campus/Cafeteria Supervisor
 Effective: November 01, 2020
 Site: Sheridan Elementary

3. Name: Amy Kuehl
 Position: Food Service Assistant
 Effective: November 27, 2020
 Site: Glen Edwards Middle School

4. Name: Lauren Achen
 Position: Paraprofessional
 Effective: January 15, 2020
 Site: Scott M. Leaman Elementary

RETIREMENTS: None

**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:

Approval of Request for Unpaid
Leave of Absence

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabriel Simon *GS*
Assist. Superintendent, Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General

MEETING DATE:

December 1, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

See Attached

REQUEST FOR UNPAID LEAVE OF ABSENCE:

1. Name: Joanna Puffer
 Position: Paraprofessional
 FTE: 5.92 hours
 Effective: December 3-4, 2020
 Site: Twelve Bridges Elementary

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

SUBJECT:

Approval of Minutes:

- November 3 & 17, 2020 Regular Board of Trustee Meeting

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 1, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- November 3 & 17, 2020 Regular Board of Trustee Meeting

RECOMMENDATION:

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

November 3, 2020

WPUSD District Office/City Hall Building–Go To Meeting

600 Sixth Street, Lincoln, CA 95648

MINUTES

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.

Board Members Present via Teleconference:

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

Others Present via Teleconference:

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Maria Gonzalez, Administrative Assistant to the Superintendent
Mattie Ridgeway, Student Advisory
Matthew Nobert, Lincoln News Messenger

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.

5:00 P.M. START

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

4. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

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

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:

Mr. Leaman explained the process of the meeting. The President will introduce the items that are being presented. We will have the person presenting the item speak on the item, and then Mr. Long will ask if there are any questions. We will take comments during the comments portion. We will then close down the time for discussion. When board is discussing item please do not interrupt the Board discussing the item.

6.1 *Page 10-* CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

No action taken

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

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

No action taken

6.3 *Page 12 -* PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action taken

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7. Page 14-79 - CONSENT AGENDA

- 7.1 Certificated Personnel Report
- 7.2 Request for Leave of Absence – Families First Coronavirus Relief Act
- 7.3 Classified Personnel Report
- 7.4 Approval of Minutes for: November October 6 & 20, 2020
- 7.5 Approval of Warrants
- 7.6 Approve Contract between Siemens Industry and WPUSD
- 7.7 Ratification of Contract with Balfour and Foskett Ranch Elementary School
- 7.8 Consider Approval of Side Letter of Agreement Between Western Placer Unified (WPUSD) and Western Placer Teachers' Association (WPTA)
- 7.9 Consider Approving Job Description and Revised Salary Schedule Agreement for Coordinator: Special Projects – COVID-19 Preparedness and Response
- 7.10 Ratification of 2020-2021 Contract with Wellness Together, Inc., dba HearYou.org
- 7.11 Approve 2020-2021 Single Plans for Student Achievement
- 7.12 Approve Phoenix High School's 2020-2021 Single Plan for Student Achievement & Comprehensive Support and Improvement Plan
- 7.13 Assistant Superintendent Contract Extension

Mr. Long wanted to clarify and update item 7.4 minutes on page 24 of the Board Packet the work "quorum" should read "forum". Motion by Mr. Armitage, seconded by Mrs. Wyatt and passed by a 5-0 (*Ayes: Carras, Haley, Armitage, Wyatt, Long No: None*) roll call vote to approve consent agenda as amended.

8. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

9. REPORTS & COMMUNICATION

➤ Lincoln High School Student Advisory – Mattie Ridgway reported the following:

- Lincoln High did a Halloween spirit week last week.
- Back in session and trying to figure out what to do for the rest of this year

➤ Western Placer Teacher's Association – Tim Allen stated a lot of us are excited about watching the election results tonight. Good luck to everyone running for school board elections. Wanted to thank Paul Carras for his work on the Board since his seat is up and he is not running for re-election. Things have been consistent over the past several weeks. We are trying to get by and be safe, working on protocols, and avoiding spreading the virus at school.

➤ Western Placer Classified Employee Association – Gus Nevarez wanted to give a shout out to all the custodians throughout the district. Everybody is putting in a lot of extra work cleaning the whole campuses to make sure everybody stays safe

➤ Superintendent – Scott Leaman

- Thanked the School Board for their leadership through the last few weeks
- We are continuing day by day to confront the challenges before us
- There are still a couple more hours to vote. Go vote if you haven't voted yet

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Minutes**10. ♦ACTION ♦DISCUSSION ♦INFORMATION****10.1 Information/Page 81 – IN-PERSON/INTERCONNECT UPDATE – Leaman****Discussion** (20-21 G & O Component I, II, III, IV, V)

Scott Leaman wanted to provide an interconnect and in person update. There are a couple of exciting things that have happened. We recently received 400 chromebooks to distribute to instructional aides to help them support teachers and students. We have another 500 coming in as well. We now have 3000 extra chromebooks that we will use to exchange out some of our older chromebooks for our students. We are excited to get these processed and get them out. We will be one to one with high quality technology after this purchase. With the Boards support, we discovered we needed a administrator to manage the amount of students who are out quarantined and coming back from quarantine. There is a lot of paperwork involved, every time we had/have a case or contact we have to send a report to Placer County Health. If it is an employee, we send a report to Schools Insurance Group. We are keeping our own reports as well, so there is a lot of information to manage. We also have to keep track of our symptomatic students and there are protocols that we have to manage. Amy Pettersen, Program Specialist in SPED was able to fulfill that role. Ellie Martinez, School Psychologist back filled Amy's position as Program Specialist. It is a very positive situation to have Amy in the position.

We are one of the few districts offering the most hours of instruction for in person instruction for students in Placer County. People are very interested in what is happening in our District. Starting tomorrow, Roseville City is going to 5-hour program without lunch. Eureka is starting a bit after that. Roseville Joint is still working out their details. People are going 5 days and looking at us. Other district who have a hybrid are looking at converting that to a 5-day program of some type. What is nice about the model that Kerry came up with is that all of our 5 day programs have a reduced class size because the same teacher teaches the distance and in person. Most of the other school district models, their class sizes are going to be their regular class sizes, because they assigned distance education teachers to kids who want to be in distance. We have also learned a lot regarding COVID. We have had 22 cases, which does includes employees and families. We are getting a very erratic pattern. The first week of school we had no cases of COVID, the second week we had seven or eight cases, the week after we had five cases. This week and the pattern last was that we had five cases on Monday, one case on Tuesday and nothing on Wednesday, Thursday or Friday. This week we had no cases on Monday and Tuesday, just one employee with no contact. We will see if Wednesday-Friday holds. We are hoping the changes are due to our messages that went out and people are being more careful outside of school. We have had about a case a day and now it is less than a case a day. Each case is generates about 14 students going in quarantine. We want this number to decrease. We have had about 300 students that have gone into quarantine. That number has not gone up a lot because we haven't had more kids go in to quarantine. With Amy's

help, many of these students have started to come back. One thing that is very important is that no students that were put into quarantine tested positive except for family members of the person who tested positive initially. We have not had any teacher cases. In general, it turns out that cases are coming from outside of school contacts.

10.2 Action **Page 82 – 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 0430 – Comprehensive Local Plan for Special Education
- BP 5145. 5 – Mental Health (New Policy)
- BP/AR 5145.3 – Nondiscrimination/Harassment
- BP/AR 6115 – Ceremonies and Observances
- AR 6173 – Title VI Indian Education Programs

Motion by Mr. Haley, seconded by Mr. Armitage and passed by a 5-0 (*Ayes: Haley, Armitage, Wyatt, Carras, Long No: None*) vote to approve new and revised policies/regulations and exhibits for approval.

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

Kris Wyatt stated that Rotary usually has a youth exchange program and they are going to try to do a virtual exchange. They are currently looking for a student who wants to participate. Kris wanted to thank all staff, she knows it is a struggle but is very thankful and grateful for everyone who does their job and keeps us safe. She is still very concerned about students and teacher mental and emotional health and glad to see that one of our consent agenda items is for getting mental and emotional support for our teachers and staff

Damian Armitage stated that he wanted to recognize that today is Election Day and we have seven people running for the Board and wished them good luck. He looks forward to working with them after the election.

Paul Carras had no report

Brian Haley wanted to second what Kris stated so well. It is stressful going into this situation 5 days a week, teachers, classified and administrators. Everyone is doing it honorably and with a good attitude and he wanted to thank everyone.

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Paul Long agreed with Kris's statement as well and wanted to thank everyone. He also stated the new High School is amazing. He had a tour last week and it is very exciting.

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **November 17, 2020 6:00 P.M.**, Regular Meeting of the Board of Trustees – Go-To -Meeting

13. ADJOURNMENT

There being no further business the meeting was adjourned at 6:23 p.m.

Paul Long, President

Paul Carras, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

Accommodating Those Individuals with Special Needs:

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

Western Placer Unified School District

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MINUTES

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4. COMMUNICATION FROM THE PUBLIC

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November 17, 2020

Minutes

5:05 P.M.

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

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Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

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~Gabe Simon, Assistant Superintendent of Personnel Services

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CPF15-514477

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Public Employee Employment/Discipline/Dismissal/Release –

6:00 P.M.

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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

No action taken

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

No action taken

6.3 *Page 13 -* PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release –

No action taken

7. *Page 15-102 -* CONSENT AGENDA

7.1 Certificated Personnel Report

7.2 Classified Personnel Report

7.3 Ratification of Contract with Pitney Bowes and Lincoln High School

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- 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 SubjectsH
- 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 WPUUSD – November 2020 through June 30, 2021
- 7.11 Ratify Contract between Psyched Services and WPUUSD – 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 WPUUSD and Live Action Digital

Mr. Armitage requested to strike item 7.6 as a duplicate to 7.5. Motion by Mr. Armitage, seconded by Mr. Haley and passed by a 5-0 (*Ayes: Carras, Haley, Armitage, Wyatt, Long* *No: None*) roll call vote to approve consent agenda with removal of Item 7.6 as a duplicate to item 7.5.

8. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

9. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Mattie Ridgway was not present
- Western Placer Teacher's Association – Tim Allen wanted to give thanks in this season of Thanksgiving for the School Board and our great relationship with everyone from the teachers, counselors, speech and language pathologist and nurses. Wishing you all a safe and happy Thanksgiving next week. Looking forward to things going well. We will have a chance to talk about how the School Board will be changing soon. Tim welcomed Criste Freymond and Jason Price, our two new school board members. Tim thanked everybody for all the work they do for our 7000+ students and their families.
- Western Placer Classified Employee Association – Jim Houck stated that everyone is keeping busy and hopefully this will pass at some point and we can get back to normal.
- Superintendent – Scott Leaman
 - Announced that at the next Board meeting we will be bringing a School Resource Officer contract to the Board. The City generously funded the School Resource Officer with a grant for the first half of the year.
 - We are securing a School Resource Officer for Twelve Bridges High School as well
 - We received good news regarding School Budgets which align with State Budget and are up due to the tech industry, amazon and other companies that COVID has impacted in California and their increase in tax revenue
 - We are now in Purple as a County along with most of California. Update went out to all of our staff and parents today, advising that the colored tiered system

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affects schools that have not yet opened. Because we have opened, we do not need to close.

- Our COVID cases are moving in the opposite direction of the tier system and the State numbers. As the State numbers are going up, our cases are going down in our schools.
- Information will go out on Friday in the update to our parents about choosing a different program for their students. Parents will have the option to change/choose to go either “in person” or “distant learning” for the remainder of the year . The program change will go from January 2021 until June 2021.
- Meetings during COVID will remain virtual (GoToMeeting). Currently no other districts are having meetings open to the public during the meetings due to safety issues.
- There is a lot to be Thankful for, and when we look at what we have accomplished it is astounding because we all came together.
- Hopes everyone has a safe time off. Our schools are closed next week. Our district office is open Monday and Tuesday next week.
- Sent out information to parents and staff from Placer County Health regarding safety during Thanksgiving and keeping themselves safe.
- Thanked the Board, teachers, classified staff, district office staff for all their work

10. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

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)**

Mike Adell stated that in January of 2018 the Board approved the selection of Flint Builders, Inc., for Lease Leaseback Partner for the construction of Twelve Bridges High School Project. On February 19, 2019, the Board approved the guaranteed Maximum Price (GMP) from Flint Brother, Inc., including negotiating 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. Mr. Adell summarized the budget for the build and the current balance of the project funds which is included in the board packet information.

Kris Wyatt had a question regarding the stadium lighting and if what is listed in the documentation is the total cost of the lights. Per Mr. Adell, when budgeting for the cost of the lights, he used the cost that had been recently spent when replacing the stadium lights at Lincoln High School. Mr. Adell stated that they found a different vendor who provided the stadium lighting for about \$100,000 less than the original vendor used at Lincoln High School.

Brian Haley asked if the work that is going on now is interior work. Mr. Adell stated a lot of the finishing work is going on which includes walls, framing, tape and texture and concrete work. Mike stated that they are about 85 % complete.

Paul Carras asked if the plan is still to complete the project by May. Mr. Adell stated that yes, they are looking to get quite a bit complete by February, which gives time to get through punch list items and furnishings in to have everything set to be done by May.

10.2 Discussion/Page 120 – HIGH SCHOOL PRINCIPAL SALARY ADJUSTMENT –

Action Leaman (20-21 G & O Component I, II, III, IV, V)

Scott Leaman stated that he put together a description of this proposal in the packet and had additional comments to add. Mr. Leaman stated the following regarding the proposal, “You have before you tonight a proposal from administration concerning the high principal salary schedule. The item describes the circumstances around the proposal but I would like to elaborate on this item to provide context. As stated in the item, we posted for a principal to open a brand new high school – a coveted position – and received only 12 applicants. We are a district people want to work in. We typically have many applicants for our positions, except in the area of administration. It is easy to see from the comparison why we do not attract people with experience based on the data provided in the item. Looking at the high school principal salary we offer, it is in line with the vice principal salaries other districts offer. Sitting principals that come to our district typically take a cut in pay. If the proposal is approved tonight, we will still be last in salary and only \$3,000 above the last place district in total compensation. This is in contrast with all other employee groups that are at least average or far above average in total compensation.

This items increases the top high school principal salary in a very unique way, instead of giving an across the board raise, this item cuts the first two columns from the current high school principal salary and adds two columns to the end. The current high school principal will not receive an increase in salary if the board approves this realignment. This is why it is difficult to call this proposal a raise. Our reason for forwarding this item to you now is due to the timeline of opening the new high school. It is vital, and we are probably behind timelines, to select a principal for the new high school to ensure its opening for the 2021-22 school year. There is so much work to do to open a new high school, understand the effects on Lincoln High School, and do so starting December. The item can’t wait for a new board to be seated in December and I would say it is unfair to ask a new board to take this action at their first or second meeting when they do not have the background of salary information we have provided the board over time.

Some may look at this item and see it as a raise and wonder when a raise is coming for other district employees. We work with our associations for

most raises and we are excited to start negotiations at the beginning of the year after the governor's proposed budget is released. Contrary to the opinions of many, our budget is looking relatively good and we would like to move forward with these negotiations.”

Personally, I am always sensitive to a perceived salary increase and declined an increase a few months ago. I share that with you so you know this is not about overpaying our administrators. We need to attract administrators that will support our vision and our current salary schedule is incapable of achieving this. We pride ourselves on paying at least the average salaries, in some cases far above average salaries to our employees. It is time administrator's rise at least to the bottom of the comparison. With this item as stated in my remarks, we have not given a raise across salary schedules, as we typically would do with groups. We intentionally as you can see on page 121 of the board packet, added two steps and then took away the two last steps. Anyone who is currently on the salary schedule will move to the corresponding step. For instance if somebody was currently on step six they would move down to step four and they would not receive a raise if the Board does take action tonight. On the salary comparison, you will see that what we are asking for tonight will still yield a salary that is below the lowest comparison group that we use for every other employee group. However, with total comp, we will be just slightly above it. What this does, is instead of putting us 10,000 and then 12,000 below comparatively, it raises us to the bottom. Our hope is that we can repost this position and after the board's action tonight, should they approve it. We really were confounded that when you want to open up a new school which is a once in a life time opportunity, to only get 12 applicants is really a shock for us.

Kris Wyatt stated that we absolutely have to be competitive to get the best of the best that we can get. She was shocked that we only had 12 applicants because she remembers when we used to have 30 to 40 applicants for principal positions. I whole-heartedly agree.

Paul Carras stated that collectively as a Board we have always commented on being competitive within our comparable districts that deals with both our WPTA and our Classified. Obviously, we are not even close administratively. In order for us, particularly now and into the future, in order to attract experienced, dedicated administrators, we have to continue looking at the salary schedule for administrators. I know people object to that, I get it, but the bottom line is we are not competitive. If we are not competitive, we are not going to get the quality we want. Not for this district. So, I am all for the proposal. Considering there is no raise involved, no impact on the general fund, but it makes sense to make a step forward as opposed to staying where we are relative to salaries.

Brian Haley stated he agreed with Paul and Kris that no person would willingly and in good spirit come into a new job with more responsibility and more worries and take a pay cut. That is coming in with the wrong

attitude. We have great benefits, we are a great place to work and Lincoln is a great town, but money does matter especially to start out way low it is very hard to move and ever get good candidates. It is better to bring people in at a more reasonable rate in the beginning than to catch up.

Damian Armitage had a question and stated that he understands this will not impact the budget for this year and maybe for a few years into the future, but the fact sheet stated that the increase would be paid with one time funds and general funds. He wanted to clarify what the one-time funds are coming from. Mr. Leaman stated that some people may think that we do not have the Principals salary schedule budgeted for the new high school yet but we do. We added an additional budget in should we attract someone up at 141,000 or 145,000 range. We added a one-time fund/reserve for the new Principal at the new high school.

Jason Price had a question and stated that he heard that this was only for new employees and asked if this is correct? If a current employee wanted to take on the challenge of opening a new school, would they move into that pay scale specific to that schools role? Mr. Leaman stated that we have one high school schedule. We only have one high school Principal so some have asked if Mike (our only high school Principal) will get a raise. The answer is no. For example if he was currently on Step four of the current schedule, he would go to Step two of the new schedule. He will not receive a raise. The new person who applies, would be placed on some step that would be appropriate. What we find often is that people make more money at other districts and they have to come in at a higher step. Mr. Maul will be placed on this new salary schedule.

Motion by Mr. Haley, seconded by Mrs. Wyatt and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve High School Principal Salary Adjustment.

10.3 Information/*Page 122* – HIGH SCHOOL BOUNDARIES – Leaman (20-21 G & O

Discussion *Component I, II, III, IV, V)*

Scott Leaman stated that for the first time in our history, the District needs to establish high school boundaries. Part of the excitement of opening a high school is establishing some type of boundaries. We have provided a demographic study on page 123. Also provided is the philosophy and steps of establishing boundaries. This is just a discussion item tonight and we will come back to it at the next meeting for action. We think there is a common sense way to approach this and one common sense way is to use a feeder patter programs. Our current feeder pattern is that everyone goes to Lincoln High School. If were to change this with the new high school, then Twelve Bridges Middle School students would by default be assigned to Twelve Bridges High School. There are still a lot of caveats. We ran the demographics study on that particular item and it does yield about the right amount of students for its first years starting in 9th and 10th grade, we would

have about 500 students, which is what we are looking for as the school grows. You can look on page 123 which shows the Twelve Bridges Middle School count moving up. One question you might have is how will the boundaries actually be implemented? We put down a 4-phase priority. Number 1. states that student 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. Some people might want to say let us just have open boundaries each years. That would be very difficult. We need to start somewhere with a default. Number 2. Students desiring to enter a pathway at a school outside their geographic boundary would be given priority to enroll at their desired School. These would need to be approved for student to attend a different school other than their geographic boundary. Number 3. Students desiring to attend a school outside their boundary for all other reasons would be given the net priority based on a case by case basis. Students may just want to go to a school because their friends go there. 4. Students outside the district would be given final priority to attend the school of their choice. There are rumors that there are students outside of our district (Rocklin students) who use the Twelve Bridges Library and want to attend the new high school, but our students who are residents will be given priority. Our planning will take into account the types of classes needed at each site for example AP classes. This has been reviewed with management and there is agreement that this is a good starting point.

Paul Long asked what grades are we planning to open Twelve Bridges High School, 9th and 10th, 11th and 12th grade. Mr. Leaman stated we will open the school with 9th and 10th graders.

Brian Haley asked were the 9th and 10th grade student will come from. Mr. Leaman stated the 10th graders will come from Lincoln High School and the 9th graders will come from Twelve Bridges Middle School. The Glen Edwards Middle School Students will feed into Lincoln High School. This may change based on the programs available at each high school site.

Paul Carras stated that as we all know the curriculum for 500 students without the perks mentioned is difficult to master schedule at a high school level. He feels Mr. Leaman covered what contingencies are in place knowing there are a lot of unknowns. When you talk about AP courses, grades 9 and 10 do not have a lot of AP courses. I think the plan is good. Mr. Leaman stated that one of the issues is that some teacher are going to be at both sites for a while.

Damian Armitage stated to confirm, that students from Twelve Bridges Middle School would feed to Twelve Bridges High School and students from Glen Edwards Middle School will feed into Lincoln High School. Mr. Leaman stated that our first year will be fun but challenging because of different situations that may come up for families who may want to go to a different site.

Kris Wyatt asked in a situation where you have family with a 12th grader and a 9th grader who want to stay at Lincoln High School, can the 9th grader go back to their home school, i.e. Twelve Bridges High School after their sibling graduates. Mr. Leaman stated you always go back to that student's home school based on their boundaries.

Jason Price asked what other models exist, are there other models that other schools use. Mr. Leaman stated there is open enrollment and it is challenging because of the stability of the teaching staff and logistics. For us the feeder pattern tends to make the most sense. Mr. Price asked if there is some way to preplan using virtual with distance learning. Mr. Leaman stated that good things will come out of the situation we are currently in because we are learning a lot regarding distance learning. New laws would need to align with distance learning.

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

Motion by Mr. Armitage, seconded by Mrs. Wyatt and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve new and revised policies/regulations and exhibits for approval.

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

Paul Carras had no report

Brian Haley wanted to say things are looking up and once we get these vaccines out we can get it out to first responders and those who need it. Lets hope 2021 is a much better improvement than 2020

Kris Wyatt wanted to thank Paul and Paul for all their dedication and caring about our district and students and Paul Carras for giving her a hard time, she knows that if he didn't give her a hard time then he really didn't like her. Mrs. Wyatt wanted to commend Jessica Armitage for her cornucopias that they are handing out tomorrow. They were purchased through the floral department at Lincoln High School. Wish everyone and happy and safe Thanksgiving.

Damian Armitage wanted to correct Kris who stated Jessica Armitage and it is actually Jessica Armistead. Mr. Armitage wanted to wish everyone a happy Thanksgiving. His college student is coming home for the semester because they changed their schooling. He wanted to thank the two Pauls for their service and congratulate Criste and Jason.

Paul Long stated he called Jason and Criste several weeks ago and congratulated them on their wins. The voters got it right. He stated they are going to have a good time here on the board.

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

There being no further business the meeting was adjourned at 6:56 p.m.

Paul Long, President

Paul Carras, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant to
the Superintendent

Adopted:

Ayes:

Noes:

Absent:

Accommodating Those Individuals with Special Needs:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Warrants may be found at
www.wpusd.org

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 1, 2020

ROLL CALL REQUIRED:

N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the November 3, 2020 board meeting.

RECOMMENDATION:

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

Checks Dated 11/13/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85767989	11/13/2020	Barker, Brooke A	01-5200		15.87
85767990	11/13/2020	Chandler, Jennifer A	01-4300		193.94
85767991	11/13/2020	Hladun, Jennifer C	01-4300		133.28
85767992	11/13/2020	ADD SOME CLASS	01-4400		2,578.49
85767993	11/13/2020	APPLE INC.	01-4390		122.27
85767994	11/13/2020	APPLIED LANDSCAPE MATERIALS	01-5600	2,059.20	
			01-5800	3,120.00	5,179.20
85767995	11/13/2020	BORDERLAN SECURITY	01-5800		26,000.00
85767996	11/13/2020	CDW GOVERNMENT INC	01-4300	426.49	
			01-4400	11,268.90	11,695.39
85767997	11/13/2020	CITRUS HEIGHTS SAW & MOWER	01-4365	34.06	
			01-5600	25.19	59.25
85767998	11/13/2020	CROWE LLP	01-5811	27,950.00	
			21-5811	4,000.00	31,950.00
85767999	11/13/2020	DAWSON OIL COMPANY	01-4345	4,304.52	
			01-4350	8,050.22	12,354.74
85768000	11/13/2020	DECKER EQUIPMENT	01-4300		273.09
85768001	11/13/2020	FLINT BUILDERS, INC.	21-6200		3,185,185.00
85768002	11/13/2020	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100	140.71	
			01-5800	9,507.92	9,648.63
85768003	11/13/2020	GRAINGER	01-4300		547.30
85768004	11/13/2020	HANKIN SPECIALTY ELEVATORS INC	01-5600		900.00
85768005	11/13/2020	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		181.25
85768006	11/13/2020	HILLYARD / SACRAMENTO	01-4300		1,016.85
85768007	11/13/2020	K S TELECOM INC	01-4300	365.62	
			01-4400	2,284.38	2,650.00
85768008	11/13/2020	L & H AIRCO	01-5600		243.60
85768009	11/13/2020	LAKESHORE LEARNING MATERIALS	01-4300		1,007.00
85768010	11/13/2020	LANDMARK CONSTRUCTION	21-6200		312,098.35
85768011	11/13/2020	MAGDALENA STEPIEN	01-5800		3,737.93
85768012	11/13/2020	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		5,291.25
85768013	11/13/2020	MEDICAB	01-5800		2,393.00
85768014	11/13/2020	MEDICAL BILLING TECHNOLOGIES	01-5800		13.20
85768015	11/13/2020	NAVIA BENEFIT SOLUTIONS	01-5800		96.05
85768016	11/13/2020	NORMAC	01-4300		11.67
85768017	11/13/2020	ODYSSEY LEARNING CENTER, INC.	01-5800		14,446.80
85768018	11/13/2020	OJO TECHNOLOGY INC.	21-5800		15,253.92
85768019	11/13/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		610.47
85768020	11/13/2020	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		354.44
85768021	11/13/2020	ROEBBELEN CONTRACTING INC	21-6270		710,435.20
85768022	11/13/2020	SANDRA ANN STEURER	01-5800		2,160.00

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

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Checks Dated 11/13/2020					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85768023	11/13/2020	SIERRA BUILDING SYSTEMS INC	01-5600		1,850.00
85768024	11/13/2020	SIERRA OFFICE SUPPLIES &	01-4300		75.05
85768025	11/13/2020	STATE OF CALIF DEPT OF REHAB	11-8290		25,360.00
85768026	11/13/2020	STINEMAN'S FARM SUPPLY	01-4300		86.35
85768027	11/13/2020	UNIFIRST CORPORATION	01-5800		89.61
85768028	11/13/2020	WALTER MAY	21-5800		3,570.00
85768029	11/13/2020	WAXIE'S SANITARY SUPPLY	01-4300		167.08
85768030	11/13/2020	WESTERN PSYCHOLOGICAL SERVICES	01-4300		176.00
85768031	11/13/2020	STAPLES BUSINESS ADVANTAGE	01-4300	14,976.93	
			01-4400	1,099.34	
			25-4300	150.07	16,226.34
85768032	11/13/2020	ADD SOME CLASS	01-4300		2,958.74
85768033	11/13/2020	AMANDA GANT	01-5800		371.91
85768034	11/13/2020	AT&T	01-5560		3,805.98
85768035	11/13/2020	AVID CENTER	01-5200		850.00
85768036	11/13/2020	BENCHMARK EDUCATION COMPANY	01-4100		28,887.79
85768037	11/13/2020	COLLEGE BOARD	01-4100		1,609.41
85768038	11/13/2020	EATON INTERPRETING SVCS INC	01-5800		3,276.00
85768039	11/13/2020	EMEDCO	21-4300		118.85
85768040	11/13/2020	EQUAL OPPORTUNITY SCHOOLS	01-5800		12,200.00
85768041	11/13/2020	FEDEX / ACCT 1266-6713-2	01-4100		891.63
85768042	11/13/2020	GARY L. TAYLOR - DBA TAYLOR MATH CONSULTING	01-4100		945.00
85768043	11/13/2020	GATEWAY EDUCATION HOLDINGS LLC	01-4100		14,944.28
85768044	11/13/2020	GRAINGER	01-4300		850.27
85768045	11/13/2020	JABBERGYM INC.	01-5800		6,840.00
85768046	11/13/2020	PACIFIC GAS & ELECTRIC CO	01-5510		1,920.49
85768047	11/13/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		278.65
85768048	11/13/2020	STEPHEN SACKS	01-4300		100.00
85768049	11/13/2020	VIKING SHRED LLC	01-5800		61.99
85768050	11/13/2020	WAVE	01-5560	1,095.03	
			01-5903	3,644.25	4,739.28
85768051	11/13/2020	WELLNESS TOGETHER	01-5800		12,760.40
85768052	11/13/2020	Bartlett, Nicole R	01-4300		46.76
85768053	11/13/2020	Borba, Michelle D	01-5800		29.90
85768054	11/13/2020	Burbage-Macaluso, Daniel T	01-4300		9.24
85768055	11/13/2020	Ceccato, Shannon M	01-5800		14.03
85768056	11/13/2020	Chauvin, Betty L	01-5800		11.85
85768057	11/13/2020	Derouin-St John, Desiree L	01-4300		25.00
85768058	11/13/2020	Dyok, Cheryl A	01-4300		83.97
85768059	11/13/2020	Hess, Barret B	01-4300		80.75
85768060	11/13/2020	Masys, Mary Jane A	01-4300		42.88
85768061	11/13/2020	McGrath, Rene	01-4300		28.94

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Checks Dated 11/13/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85768062	11/13/2020	McKay, Chris	01-4300		298.13
85768063	11/13/2020	Morgan Griffith, Daneita R	01-5800		47.84
85768064	11/13/2020	Navarrete, Maria W	01-5800		11.96
85768065	11/13/2020	Petersen, Marcie M	01-4300		25.00
85768066	11/13/2020	Pfizer, Catherine J	01-4300		135.00
85768067	11/13/2020	Robbins, Jennifer A	01-4300		43.88
85768068	11/13/2020	Silva, Nicole M	01-4300		38.60
85768069	11/13/2020	Sisney, Courtney A	01-4300		25.74
85768070	11/13/2020	Torgersen, Jenni C	01-4300		25.00
85768071	11/13/2020	Whiting, Luz E	01-5800		11.96
85768072	11/13/2020	Colson, Todd A	01-4300		18.22
85768073	11/13/2020	Ford, Melanee	01-4300		59.08
85768074	11/13/2020	Hladun, Jennifer C	01-4300		306.63
85768075	11/13/2020	Penders, Reno P	01-4300		147.21
85768076	11/13/2020	Turnbull, Emily A	01-4300		62.48
85768077	11/13/2020	Zimmerman, Mikaela K	01-4300		38.06
85768078	11/13/2020	B&H PHOTO VIDEO	01-4300		165.70
85768079	11/13/2020	BURKETT'S OFFICE	01-4300		2,368.38
85768080	11/13/2020	FLINN SCIENTIFIC INC	01-4300		302.04
85768081	11/13/2020	FLORA FRESH, INC.	01-4300		662.27
85768082	11/13/2020	FLORAL RESOURCES SACRAMENTO	01-4300		621.39
85768083	11/13/2020	FLORAL SUPPLY SYNDICATE	01-4300		685.13
85768084	11/13/2020	KYOCERA	01-5800		1,022.36
85768085	11/13/2020	LAKESHORE LEARNING MATERIALS	01-4300		207.36
85768086	11/13/2020	LOWE'S	01-4300		884.48
85768087	11/13/2020	MACKIN BOOK COMPANY	01-4300		322.92
85768088	11/13/2020	MCMASTER CARR SUPPLY CO	01-4300		405.95
85768089	11/13/2020	MJB WELDING SUPPLY, INC.	01-4300		88.62
85768090	11/13/2020	PERFORM BETTER	01-4300		1,686.25
85768091	11/13/2020	PLACER FARM SUPPLY	01-4300		50.44
85768092	11/13/2020	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85768093	11/13/2020	RIEBES AUTO PARTS	01-4300		189.79
85768094	11/13/2020	SCHOLASTIC BOOK CLUBS	01-4300		40.22
85768095	11/13/2020	SCHOOL SPECIALTY INC	01-4300		104.42
85768096	11/13/2020	SELWAY MACHINE TOOLS	01-6400		2,250.00
85768097	11/13/2020	SIERRA OFFICE SUPPLIES &	01-4300		63.35
85768098	11/13/2020	SMART APPLE MEDIA	01-4300		226.55
85768099	11/13/2020	STUDIES WEEKLY INC.	01-4300		508.80
85768100	11/13/2020	SWEETWATER SOUND	01-4300		780.87
85768101	11/13/2020	TOLEDO P.E. SUPPLY	01-4300		350.84
85768102	11/13/2020	U.S. GAMES	01-4300		251.98
85768103	11/13/2020	CALIF DEPT OF TAX & FEE ADMIN	01-9511		2,072.00
85768104	11/13/2020	GENERAL PRODUCE CO LTD	13-4710		10,393.25
85768105	11/13/2020	GOLD STAR FOODS, INC	13-4710		12,325.35

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

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Checks Dated 11/13/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85768106	11/13/2020	WEST COAST PAPER COMPANY	01-4300	2,140.38	
			13-4380	222.54	2,362.92
85768107	11/13/2020	U.S. BANK NATIONAL ASSOCIATION	01-4200	140.67	
		U.S. BANCORP PURCHASING CARD			
			01-4300	25,718.49	
			01-4390	26.80	
			01-4400	859.34	
			01-5200	3,817.00	
			01-5800	394.05	
			13-4300	249.89	
			21-4300	118.23	31,324.47
Total Number of Checks			119		<u>4,579,369.74</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	110	299,889.09
11	Adult Education Fund	1	25,360.00
13	Cafeteria Fund	4	23,191.03
21	Building Fund #1	8	4,230,779.55
25	Capital Facilities Fund	1	150.07
Total Number of Checks		119	4,579,369.74
Less Unpaid Tax Liability			.00
Net (Check Amount)			<u>4,579,369.74</u>

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

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Checks Dated 11/06/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85767298	11/06/2020	Duncan, Jeanie E	01-4300		49.28
85767299	11/06/2020	AUBURN HARDWOODS	01-4300		1,562.70
85767300	11/06/2020	BORDERLAN SECURITY	01-4300		28.00
85767301	11/06/2020	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		40.33
85767302	11/06/2020	LAKESHORE LEARNING MATERIALS	01-4300		48.26
85767303	11/06/2020	OFFICE DEPOT	01-4300		127.32
85767304	11/06/2020	PARCHMENT LLC	01-5800		6,800.00
85767305	11/06/2020	PROJECT LEAD THE WAY INC	01-5800		950.00
85767306	11/06/2020	SIERRA OFFICE SUPPLIES &	01-4300		482.72
85767307	11/06/2020	TRIARCO ARTS & CRAFTS	01-4300		405.20
Total Number of Checks			10		<u>10,493.81</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	10	10,493.81
	Total Number of Checks	10	10,493.81
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		<u>10,493.81</u>

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

ESCAPE **ONLINE**

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Checks Dated 11/04/2020					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85766584	11/04/2020	Kuehl, Amy K	13-5200		25.07
85766585	11/04/2020	Lillie, Tracey N	01-4300		31.09
85766586	11/04/2020	APPLE INC.	01-4390		122.27
85766587	11/04/2020	AT&T BUSINESS SERVICE	01-5560		233.01
85766588	11/04/2020	BARE BONES WORKWEAR	01-4300		150.00
85766589	11/04/2020	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		666.33
85766590	11/04/2020	CDW GOVERNMENT INC	01-4300	11,910.07	
			01-4400	1,872.70	
			21-4300	3,765.17	
			21-4400	1,473.40	19,021.34
85766591	11/04/2020	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		20.08
85766592	11/04/2020	DECKER EQUIPMENT	01-4300		32.34
85766593	11/04/2020	FAR WEST RENTS & READY MIX	01-5600		254.00
85766594	11/04/2020	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		1,243.89
85766595	11/04/2020	FORSTER HEATING	01-5600		2,107.00
85766596	11/04/2020	GOODHEART-WILCOX PUBLISHER	01-4300		674.97
85766597	11/04/2020	GRAINGER	01-4300		175.17
85766598	11/04/2020	HILLYARD / SACRAMENTO	01-4300		239.21
85766599	11/04/2020	HOME DEPOT CREDIT SERVICES	01-4300		2,777.69
85766600	11/04/2020	KYOCERA	01-4300	17.74	
			01-5600	36.90	54.64
85766601	11/04/2020	L & H AIRCO	01-5600		227.13
85766602	11/04/2020	LEARNING WITHOUT TEARS	01-4100	719.06	
			01-4200	457.16	1,176.22
85766603	11/04/2020	LOWE'S	01-4300	1,608.17	
			01-4400	1,828.23	3,436.40
85766604	11/04/2020	LOZANO SMITH LLP	01-5200	630.00	
			01-5810	218.00	
			25-5810	4,313.50	5,161.50
85766605	11/04/2020	MIDSTATE BUILDERS SPEC INC	01-4300		1,738.52
85766606	11/04/2020	One Workplace L. Ferrari, LLC	21-4300	3,345.92	
			21-4400	30,959.49	34,305.41
85766607	11/04/2020	PACIFIC GAS & ELECTRIC CO	01-5510	120,225.64	
			01-5530	874.56	121,100.20
85766608	11/04/2020	PRO-ED	01-4300		228.64
85766609	11/04/2020	SHARP ARCHITECTURE, INC.	21-5800		6,680.00
85766610	11/04/2020	SIERRA FOOTHILLS ACADEMY	01-5800		30,027.36
85766611	11/04/2020	SIERRA OFFICE SUPPLIES &	01-4300		5,859.17
85766612	11/04/2020	SNACK NATION AWESOME OFFICE INC	01-4300		2,533.00
85766613	11/04/2020	STEPWARE INC	01-4300		199.20
85766614	11/04/2020	T-MOBILE USA INC	01-5903		3,103.52
85766615	11/04/2020	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-5200		1,622.68

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Checks Dated 11/04/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85766616	11/04/2020	UNIFIRST CORPORATION	01-5800		580.39
85766617	11/04/2020	WALLACE-KUHL & ASSOCIATES	21-5800		180.00
85766618	11/04/2020	WAXIE'S SANITARY SUPPLY	01-4300		46.59
85766619	11/04/2020	WOMEN'S EMPOWERMENT	01-4300		191.88
85766620	11/04/2020	Berg, Sandra R	01-4300		56.67
85766621	11/04/2020	Cash, Jeffrey M	01-4300		52.38
85766622	11/04/2020	Chandler, Jennifer A	01-4300		13.99
85766623	11/04/2020	Gonzalez, Felicitas M	01-4300		101.90
85766624	11/04/2020	Gonzalez, Maria A	01-4300		25.00
85766625	11/04/2020	Greenlee, Krista L	01-4300		228.39
85766626	11/04/2020	Hancock, Jennifer L	01-4300		25.00
85766627	11/04/2020	Hodge, Christine A	01-4300		32.27
85766628	11/04/2020	Kilpatrick, Audrey K	01-4300		25.00
85766629	11/04/2020	Krugle, Janae M	01-4300		32.27
85766630	11/04/2020	Lawson, Christina A	01-4300		632.69
85766631	11/04/2020	Miller, Linda M	01-4300		85.76
85766632	11/04/2020	Mullen, Sandra J	01-4300		96.92
85766633	11/04/2020	Nelson, Jennifer D	01-4300		24.03
85766634	11/04/2020	Ochoa Corona, Sylvia A	01-4300		25.00
85766635	11/04/2020	Prettyman Pope, Melissa J	01-4300		105.75
85766636	11/04/2020	Sanchez-Okusako, Marilu	01-4300		171.60
85766637	11/04/2020	Tetley Jodrey, Leslie C	01-4300		19.93
85766638	11/04/2020	Zinzun, Reese E	01-4300		25.00
85766639	11/04/2020	Gordon, Kelley D	01-5200		173.08
85766640	11/04/2020	AT&T BUSINESS SERVICE	01-5560		72.12
85766641	11/04/2020	AVID CENTER	01-5200		3,400.00
85766642	11/04/2020	BANK OF AMERICA #4333	01-4300	6,102.59	
			01-5800	149.00-	5,953.59
85766643	11/04/2020	BURKE, WILLIAMS & SORENSEN LLP	01-5810		1,316.00
85766644	11/04/2020	CDW GOVERNMENT INC	21-4300	9.12	
			21-4400	99.60	108.72
85766645	11/04/2020	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		1,870.45
85766646	11/04/2020	PACIFIC GAS & ELECTRIC CO	01-5530		116.83
85766647	11/04/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		139.04
85766648	11/04/2020	ROEBBELEN CONTRACTING INC	21-6270		1,403,532.20
85766649	11/04/2020	SCHOOL NURSE SUPPLY INC.	01-4300		37.05
85766650	11/04/2020	VIKING SHRED LLC	01-5800		78.54
85766651	11/04/2020	AIR CONTROL SERVICES, INC.	13-5600		1,933.61
85766652	11/04/2020	CALIF DEPT OF TAX & FEE ADMIN	01-4300		6.00
85766653	11/04/2020	GENERAL PRODUCE CO LTD	13-4710		23,236.45
85766654	11/04/2020	GOLD STAR FOODS, INC	13-4710		4,586.91
85766655	11/04/2020	WPUSD PETTY CASH FUND	01-5800	20.00	
			01-5821	49.00	69.00
85766656	11/04/2020	Helena Johnson	01-8675		100.00

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Checks Dated 11/04/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85766657	11/04/2020	Laura Saldana	01-8675		100.00
85766658	11/04/2020	Michelle Loff	01-8675		100.00
85766659	11/04/2020	Alcorn, Daniel T	01-4300		35.91
85766660	11/04/2020	Bombard, Ersula M	01-4300		112.94
85766661	11/04/2020	Buchman, Savannah R	01-4300		15.00
85766662	11/04/2020	Cervetti, Tracie R	01-4300		32.07
85766663	11/04/2020	Cubias, Reynaldo A	01-4300		272.20
85766664	11/04/2020	Duarte, Danielle L	01-4300		99.99
85766665	11/04/2020	Justice, William H	01-4300		161.17
85766666	11/04/2020	Lacey Alarcon, Misty M	01-5800		108.00
85766667	11/04/2020	Lazaro, Norma P	01-4300		21.54
85766668	11/04/2020	Penders, Reno P	01-4300		398.73
85766669	11/04/2020	Petersen, Marcie M	01-4300	13.38	
			01-5200	3.45	16.83
85766670	11/04/2020	Saul, Jada L	01-4300		8.58
85766671	11/04/2020	Whitcotton, Charles E	01-4300		117.32
85766672	11/04/2020	4ALLPROMOS	01-4300		1,173.97
85766673	11/04/2020	ALL METALS SUPPLY INC	01-4300		1,052.14
85766674	11/04/2020	BILL SMITH PHOTOGRAPHY INC	01-4300		21.55
85766675	11/04/2020	CDW GOVERNMENT INC	01-4300		79.31
85766676	11/04/2020	CENTER FOR COLLABORATIVE	01-4400		1,959.25
85766677	11/04/2020	COAST TO COAST COMPUTER PRODUCTS	01-4300		49.32
85766678	11/04/2020	COLLEGE BOARD	01-4300		522.34
85766679	11/04/2020	DEMCO MEDIA	01-4300		141.45
85766680	11/04/2020	EDUCATORS PUBLISHING SERVICE SCHOOL SPECIALTY CORPORATION	01-4300		72.50
85766681	11/04/2020	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		535.71
85766682	11/04/2020	FORTUNA UNION HS DISTRICT	01-5200		75.00
85766683	11/04/2020	J's COMMUNICATIONS INC	01-5800		75.00
85766684	11/04/2020	J.W. PEPPER & SON INC	01-4300		967.40
85766685	11/04/2020	KYOCERA	01-4300		163.22
85766686	11/04/2020	MAKE MUSIC INC.	01-5800		3,170.00
85766687	11/04/2020	MAKERBOT INDUSTRIES, LLC	01-4300	366.93	
			01-4400	1,929.44	2,296.37
85766688	11/04/2020	OFFICE DEPOT	01-4300		640.53
85766689	11/04/2020	ORIENTAL TRADING COMPANY INC	01-4300		624.68
85766690	11/04/2020	PJ'S MAIL & PARCEL SERVICE	01-4300		30.61
85766691	11/04/2020	PLACER COUNTY WATER AGENCY	01-4300		108.29
85766692	11/04/2020	QUENCH USA, INC	01-5600		1,245.48
85766693	11/04/2020	SCHOLASTIC BOOK CLUBS	01-4300		111.00
85766694	11/04/2020	SCHOOL OUTFITTERS.COM	01-4300		2,096.59
85766695	11/04/2020	SCHOOL SPECIALTY INC	01-4300		1,201.93
85766696	11/04/2020	SELWAY MACHINE TOOLS	01-6400		63,426.16

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Checks Dated 11/04/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85766697	11/04/2020	STARFALL EDUCATION FOUNDATION	01-5800		270.00
85766698	11/04/2020	SUNSHINE YOGA	01-4300	1,846.93	
			Unpaid Tax	95.04-	1,751.89
85766699	11/04/2020	TEACHERS PAY TEACHERS DEPT. 6759	01-4300		32.99
85766700	11/04/2020	U.S. GAMES	01-4300		251.98
85766701	11/04/2020	VIKING SHRED LLC	01-5600		47.99
85766702	11/04/2020	WAVE	01-5800		22.05
85766703	11/04/2020	WESTERN TOOL SUPPLY	01-4300		1,699.64
85766704	11/04/2020	WINSOR LEARNING, INC.	01-4300	687.26	
			01-5200	4,249.99	4,937.25
85766705	11/04/2020	WOODWIND & BRASSWIND	01-4300	419.87	
			01-4400	4,245.37	4,665.24
Total Number of Checks			122		<u>1,791,854.16</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	113	307,808.76
13	Cafeteria Fund	4	29,782.04
21	Building Fund #1	6	1,450,044.90
25	Capital Facilities Fund	1	4,313.50
Total Number of Checks		122	1,791,949.20
Less Unpaid Tax Liability			95.04-
Net (Check Amount)			<u>1,791,854.16</u>

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Checks Dated 10/28/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85765682	10/28/2020	STAPLES BUSINESS ADVANTAGE	01-4300	19,757.13	
			01-8699	156.90	
			25-4300	20.27	19,934.30
85765683	10/28/2020	49ER WATER SERVICES	01-5800		390.00
85765684	10/28/2020	ADD SOME CLASS	01-4300	25,818.35	
			01-5800	2,359.20	28,177.55
85765685	10/28/2020	AERIAL LIFT SERVICE CO INC	01-5600		300.00
85765686	10/28/2020	APPLIED LANDSCAPE MATERIALS	01-4300	686.40	
			01-5600	1,040.00	1,726.40
85765687	10/28/2020	AWARDS BY KAY	01-4300		794.56
85765688	10/28/2020	BIDWELL WATER	01-4300		400.00
85765689	10/28/2020	BLACKBURN CONSULTING	21-6140		6,853.47
85765690	10/28/2020	BORDERLAN SECURITY	01-4390		28.00
85765691	10/28/2020	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		225.94
85765692	10/28/2020	C & S TELECOMMUNICATIONS INC	01-4300	504.08	
			01-5600	180.00	684.08
85765693	10/28/2020	CDW GOVERNMENT INC	01-4300	11,654.18	
			01-4400	17,121.37	
			01-5800	4,250.00	33,025.55
85765694	10/28/2020	DECKER EQUIPMENT	01-4300		174.12
85765695	10/28/2020	DIESEL EMISSIONS SERVICE	01-5600		125.15
85765696	10/28/2020	EVERYDAY SPEECH	01-4100		899.97
85765697	10/28/2020	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		2,127.41
85765698	10/28/2020	GRAINGER	01-4300	3,346.08	
			01-4400	1,180.60	4,526.68
85765699	10/28/2020	HILLYARD / SACRAMENTO	01-4300		7,755.88
85765700	10/28/2020	HMC GROUP	21-6210		48,875.00
85765701	10/28/2020	INDUSTRIAL PLUMBING SUPPLY	01-4300		1,254.38
85765702	10/28/2020	JASON GALLAMORE J & J CONSTRUCTION	01-4300		100.00
85765703	10/28/2020	LEARNING WITHOUT TEARS	01-4100	8,297.17	
			01-4200	1,781.06	
			01-4300	814.03	10,892.26
85765704	10/28/2020	LOZANO SMITH LLP	01-5810		6,747.21
85765705	10/28/2020	MEDICAB	01-5800		3,154.00
85765706	10/28/2020	MEDICAL BILLING TECHNOLOGIES	01-5800		508.60
85765707	10/28/2020	MWG MESTMAKER & ASSOCIATES	01-3901		145.70
85765708	10/28/2020	Placer Co. Sheriff Civil Div.	76-9554		1,135.39
85765709	10/28/2020	PURCHASE POWER	01-4300		4,040.00
85765710	10/28/2020	QUINTON B WHITE	01-5800		2,000.00
85765711	10/28/2020	RAINFORTH GRAU ARCHITECTS	21-6210		40,452.80
85765712	10/28/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		1,403.03
85765713	10/28/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		254.33

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Checks Dated 10/28/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85765714	10/28/2020	RFI COMMUNICATIONS & SECURITY RFI ENTERPRISES INC	01-5800		15,607.00
85765715	10/28/2020	RIEBES AUTO PARTS	01-4365		1,092.99
85765716	10/28/2020	ROEBBELEN CONTRACTING INC	21-6270		1,403,532.20
85765717	10/28/2020	SAFELITE FULFILLMENT INC	01-5600		170.00
85765718	10/28/2020	SCHOLASTIC MAGAZINE	01-4200		1,374.46
85765719	10/28/2020	SCHOOL TECH SUPPLY	01-4300		74,695.25
85765720	10/28/2020	SIERRA OFFICE SUPPLIES &	01-4300	4,075.45	
			25-4300	166.44	4,241.89
85765721	10/28/2020	SUTTER MEDICAL FOUNDATION	01-5800		284.00
85765722	10/28/2020	TAG / AMS INC	01-5800		85.00
85765723	10/28/2020	UNIFIRST CORPORATION	01-5800		80.20
85765724	10/28/2020	UNIVERSITY OF OREGON EDUCATION & COMMUNITY SUPPORT	01-5800		350.00
85765725	10/28/2020	VALLEY POWER SYSTEM INC	01-5600		268.66
85765726	10/28/2020	VERIZON WIRELESS	01-5560		1,707.12
85765727	10/28/2020	WAXIE'S SANITARY SUPPLY	01-4300		9,844.45
85765728	10/28/2020	WESTERN PLACER WASTE MGT AUTH ACCOUNTING DIVISION WPWMA	01-5540		19.80
85765729	10/28/2020	WESTERN PSYCHOLOGICAL SERVICES	01-4300		176.00
85765730	10/28/2020	ZYTECH SOLUTIONS INC	01-5600		241.88
85765731	10/28/2020	Becker, Jaime M	01-4300		28.94
85765732	10/28/2020	Bombard, Cecilia	01-4300		171.60
85765733	10/28/2020	Bowden, Jennifer	01-4300		25.00
85765734	10/28/2020	Bryant, Vicki W	01-4300		172.40
85765735	10/28/2020	Burbage-Macaluso, Daniel T	01-4300		23.91
85765736	10/28/2020	Conway, Angela M	01-4300		16.08
85765737	10/28/2020	Duncan, Jeanie E	01-4300		167.97
85765738	10/28/2020	Ford, Melanee	01-4300		92.09
85765739	10/28/2020	Fury, Lori J	01-4300		56.89
85765740	10/28/2020	Garcia, Maria Del Rosario	01-4300		42.88
85765741	10/28/2020	Gibson, Andrea B	01-4300		50.00
85765742	10/28/2020	Hladun, Jennifer C	01-4300		32.27
85765743	10/28/2020	Hood, Cindy J	01-4300		16.08
85765744	10/28/2020	Karuzas, Susannah L	01-4300		12.89
85765745	10/28/2020	Moddelmog, Sara N	01-4300		89.35
85765746	10/28/2020	Morford, Kristin N	01-4300		50.42
85765747	10/28/2020	Musick Ly, Danielle J	01-4300		81.85
85765748	10/28/2020	Parr, Lana M	01-4300		38.60
85765749	10/28/2020	Roberts, Karen A	01-4300		42.88
85765750	10/28/2020	Sanchez, Carrie L	01-4300		32.27
85765751	10/28/2020	Saul, Jada L	01-4300		46.28
85765752	10/28/2020	Simko, Rebecca L	01-4300		41.78
85765753	10/28/2020	Snodgrass, Cynthia S	01-4300		64.34

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Checks Dated 10/28/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85765754	10/28/2020	Stacey, Jennifer L	01-4300		38.60
85765755	10/28/2020	Thompson, Daniela M	01-4300		34.21
85765756	10/28/2020	Turnbull, Emily A	01-4300		105.05
85765757	10/28/2020	Williams, Katarzyna	01-4300		49.22
85765758	10/28/2020	ACSA ASSOC OF CALIF SCHOOL ADMINISTRATORS	01-5200		1,285.00
85765759	10/28/2020	CDW GOVERNMENT INC	01-4300		295.02
85765760	10/28/2020	GENERATION GENIUS INC	01-5800		1,125.00
85765761	10/28/2020	PACIFIC GAS & ELECTRIC CO	01-5510	41,665.68	
			01-5530	900.32	42,566.00
85765762	10/28/2020	SCHOLASTIC MAGAZINE	01-4200	1,946.41	
			01-4300	300.72	
			Unpaid Tax	138.56-	2,108.57
85765763	10/28/2020	SIG EMPLOYEE BENEFITS TRUST	76-9558		733,330.25
85765764	10/28/2020	SIG SCHOOLS INSURANCE GROUP	01-3402		823.71
85765765	10/28/2020	WOMEN'S EMPOWERMENT	01-4300		514.48
85765766	10/28/2020	DANIELSEN COMPANY	13-4710		4,359.54
85765767	10/28/2020	GOLD STAR FOODS, INC	13-4710		37,750.62
85765768	10/28/2020	SAND DUNE VENTURES INC. TABLEKIOSK	01-4400		13,604.50
85765769	10/28/2020	WEST COAST PAPER COMPANY	13-4380		2,037.22
85765770	10/28/2020	Logan Leon	01-4100		80.00
85765771	10/28/2020	Burke, Joanne C	01-4300		4.57
85765772	10/28/2020	Cain, Rebecca M	01-5200		30.00
85765773	10/28/2020	Chapman, Vivian G	01-4300		72.36
85765774	10/28/2020	Fleshman, Amanda T	01-4300		26.55
85765775	10/28/2020	Fox, Christy L	01-4300		32.27
85765776	10/28/2020	Hamasaki, Wendy S	01-4300		32.16
85765777	10/28/2020	Justice, William H	01-4300		256.99
85765778	10/28/2020	Soha, Pamela S	01-4300		24.13
85765779	10/28/2020	ALPHA FIRED ARTS	01-4300		67.34
85765780	10/28/2020	B&H PHOTO VIDEO	01-4300		1,651.44
85765781	10/28/2020	CDW GOVERNMENT INC	01-4300		334.14
85765782	10/28/2020	CODECOMBAT INC.	01-5800		2,500.00
85765783	10/28/2020	DECKER EQUIPMENT	01-4300		271.27
85765784	10/28/2020	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200	622.74	
			01-4300	131.66	754.40
85765785	10/28/2020	GOPHER SPORT	01-4300		23.78
85765786	10/28/2020	JB DISTRIBUTORS, INC.	01-4300		44.84
85765787	10/28/2020	JUPITER ED, INC.	01-5800		2,300.00
85765788	10/28/2020	KADER CAMP INC	01-5800		2,950.00
85765789	10/28/2020	KYOCERA	01-5600		25.63
85765790	10/28/2020	LAKESHORE LEARNING MATERIALS	01-4300		2,001.87
85765791	10/28/2020	LAZEL INC LEARNING A-Z LLC	01-4300		317.46
85765792	10/28/2020	LIFETOUGH NSS ACCOUNTS RECEIVABLE	01-4300		884.14

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Checks Dated 10/28/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85765793	10/28/2020	MJB WELDING SUPPLY, INC.	01-4300		689.77
85765794	10/28/2020	OFFICE DEPOT	01-4300		360.30
85765795	10/28/2020	ORIENTAL TRADING COMPANY INC	01-4300		91.78
85765796	10/28/2020	PCOE - PLACER CO OFFICE OF ED	01-5200		750.00
85765797	10/28/2020	POSTMASTER / TBE	01-4300		275.00
85765798	10/28/2020	PROJECT LEAD THE WAY INC	01-4300		416.14
85765799	10/28/2020	PURCHASE POWER	01-4300		11.92
85765800	10/28/2020	RAY MORGAN CO. / CHICO	01-5600		141.88
85765801	10/28/2020	SCHOLASTIC BOOK CLUBS	01-4300		276.56
85765802	10/28/2020	SCHOLASTIC MAGAZINE	01-4300		169.40
85765803	10/28/2020	SCHOOL NURSE SUPPLY INC.	01-4300		232.99
85765804	10/28/2020	SCHOOL SPECIALTY INC	01-4300		415.95
85765805	10/28/2020	SELWAY MACHINE TOOLS	01-6400		1,140.00
85765806	10/28/2020	SIERRA OFFICE SUPPLIES &	01-4300		381.24
85765807	10/28/2020	VARIDESK, LLC	01-4300	1,270.91	
			01-4400	530.89	1,801.80
Total Number of Checks			126		<u><u>2,606,146.49</u></u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	117	327,771.85
13	Cafeteria Fund	3	44,147.38
21	Building Fund #1	4	1,499,713.47
25	Capital Facilities Fund	2	186.71
76	Payroll Fund	2	734,465.64
Total Number of Checks		126	2,606,285.05
Less Unpaid Tax Liability			138.56-
Net (Check Amount)			<u><u>2,606,146.49</u></u>

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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

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:

Horizon Charter Schools

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

No

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 1, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The District engaged in an investigation at Horizon Charter Schools based on issues raised through actions of the Horizon Charter Schools Board and the receipt of a formal complaint. The District hired an outside investigator and the results of the investigation will be presented to the Western Placer Unified School District Board. Following the Board meeting, the results and recommendations will be sent to the Horizon Charter Schools Board for information, discussion, and action.

RECOMMENDATION:

Provide guidance and input on the investigation results.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Resolution No. 20/21.15, Authorizing the Purchase, Install and Assembly of Furniture for the Twelve Bridges High School Project under a Piggyback Contract Pursuant to Public Contracts Code Section 20118

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Fund 21

MEETING DATE:

December 1, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

It is in the District's best interest to purchase furniture for the Twelve Bridges High School Project under a piggyback contract pursuant to Public Contracts Code Section 20118. The District has selected One Workplace/Steelcase Inc. to purchase, install, and assemble the necessary furniture through Contract No. #121919-STI procured and authorized by Sourcewell Purchasing Cooperative effective through February 18, 2024.

District staff received an acceptable price proposal from One Workplace, to furnish, assemble, and install furniture for the new Classroom Buildings, Administration Building, and Student Center Building at Twelve Bridges High School. The furniture will be outfitting the entire school for a total cost of \$1,417,525.51.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve Resolution 20/21.15, Authorizing the Purchase, Install, and Assembly of Furniture for the Twelve Bridges High School Project under a Piggyback Contract Pursuant to Public Contracts Code Section 20118.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 20/21.15

Purchase, Install, and Assembly of Furniture Under Piggyback Contract

WHEREAS, the Governing Board (the “Board”) of the Western Placer Unified School District (the “District”) has determined that a true and very real need exists for the purchase, installation, and assembly of furniture at Twelve Bridges High School (the “Property”); and

WHEREAS, the Governing Board of a school district may under Section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to purchase the Property from OneWorkPlace, through a bid procured by Sourcewell under piggyback contract authorized by Sourcewell Board Action effective February 18, 2020 through February 18, 2024 (“Purchase Contract”); and

WHEREAS, the Board of the District has determined that this Purchase Contract is the most economical means for providing the Property to the District.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the purchasing of the Property pursuant to Public Contracts Code section 20118 to be in the best interest of the District.

Section 3. The Board hereby finds and determines the Purchase Contract provides the most economical means for providing the Property to the District.

Section 4. The Superintendent or Superintendent’s designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 5. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Western Placer Unified School District, Placer County, State of California, this 1st day of December, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Governing Board of
Western Placer Unified School District

ATTEST:

Clerk of the Governing Board of
Western Placer Unified School District



Sacramento Office
1780 N. Market Blvd.
Sacramento, CA 95834-1912
T. 916.553.5800 | F. 916.553.5900
oneworkplace.com/sacramento

Quotation 642309

Quote Date 11/18/20

Project 210081

Customer WES045

Terms Net 30 Days

Account Representative Patrick McGiff

Quote To

Hannah Ritchie
Western Placer USD
600 6TH ST STE 400
LINCOLN CA 95648-1787

Ship To

Hannah Ritchie
TWELVE BRIDGES HIGH SCHOOL-ALL BLDGS
2360 FIELDSTONE DR
LINCOLN CA 95648-8806

Receiving Location: WAREHOUSE & JOBSITE

Phone +1 (916) 645-6350
hritchie@wpusd.org

Phone +1 (916) 645-6350
hritchie@wpusd.org

ALL BUILDINGS AND SERVICES

PRODUCTS FOR THIS PROJECT HAVE LEADTIMES OF UP TO 40 BUSINESS DAYS/8 WEEKS + TRANSIT TIME. ORDERS CANNOT BE PROCESSED UNTIL PURCHASE ORDER(S) AND 50% DEPOSIT(S) HAVE BEEN RECEIVED. PLEASE PLAN ACCORDINGLY FOR TIMING ISSUING THESE DOCUMENTS/PAYMENTS vs. NEED-BY DATE FOR INSTALL.

2021 PRICING CANNOT BE GUARANTEED FOR ALL MANUFACTURERS. PRICING IS SUBJECT TO CHANGE UPON FINAL ORDER ENCHANGE-ORDER WILL BE REQUIRED FOR ANY OVERAGES.

PRODUCT IS MANUFACTURED ESPECIALLY FOR YOUR ORDER AND CANNOT BE CANCELLED, RETURNED OR EXCHANGED. PLEASE REVIEW QUOTE CAREFULLY. IF YOU DO NOT UNDERSTAND SOMETHING, OR HAVE ANY QUESTIONS, PLEASE LET US KNOW.

ALL LABOR SERVICES HAVE BEEN QUOTED AT A PREVAILING WAGE RATE, AND DURING NORMAL BUSINESS HOURS. INSTALLATION SITES ARE TO BE FREE AND CLEAR OF OBSTRUCTIONS, EXISTING FURNITURE AND OTHER TRADES PRIOR TO INSTALLER ARRIVAL.

Email Purchase Order to:

Patrick McGiff

Email: patrickm@oneworkplace.com

cc: jenniferw@oneworkplace.com

Thank you for your interest in utilizing One Workplace for your space needs.

Sincerely, Patrick McGiff (916)452-1851

Description	Quantity	Unit Price	Extended Price
1 BUILDING A - ALL FURNITURE, FABRIC, FREIGHT, AND INSTALLATION LABOR FOR BUILDING A	1T	368,441.67	368,441.67
LINE ITEM AMOUNT DOES NOT INCLUDE TAX - ESTIMATED TAX IS REPRESENTED IN GRAND TOTAL. TAX IS SUBJECT TO THE RATES IN EFFECT AT THE TIME OF INVOICING. UNITED			

Accepted by _____ Title _____ Date **57**



Sacramento Office
1780 N. Market Blvd.
Sacramento, CA 95834-1912
T. 916.553.5800 | F. 916.553.5900
oneworkplace.com/sacramento

Quotation 642309

Page 2 / 2 (cont'd)

Description	Quantity	Unit Price	Extended Price
2 BUILDING B - ALL FURNITURE, FABRIC, FREIGHT, AND INSTALLATION LABOR FOR BUILDING B LINE ITEM AMOUNT DOES NOT INCLUDE TAX - ESTIMATED TAX IS REPRESENTED IN GRAND TOTAL. TAX IS SUBJECT TO THE RATES IN EFFECT AT THE TIME OF INVOICING. UNITED	1T	141,828.92	141,828.92
3 BUILDING C - ALL FURNITURE, FABRIC, FREIGHT, AND INSTALLATION LABOR FOR BUILDING C LINE ITEM AMOUNT DOES NOT INCLUDE TAX - ESTIMATED TAX IS REPRESENTED IN GRAND TOTAL. TAX IS SUBJECT TO THE RATES IN EFFECT AT THE TIME OF INVOICING. UNITED	1T	235,664.13	235,664.13
4 BUILDING D - ALL FURNITURE, FABRIC, FREIGHT, AND INSTALLATION LABOR FOR BUILDING D LINE ITEM AMOUNT DOES NOT INCLUDE TAX - ESTIMATED TAX IS REPRESENTED IN GRAND TOTAL. TAX IS SUBJECT TO THE RATES IN EFFECT AT THE TIME OF INVOICING. UNITED	1T	353,473.07	353,473.07
5 BUILDING E - ALL FURNITURE, FABRIC, FREIGHT, AND INSTALLATION LABOR FOR BUILDING E LINE ITEM AMOUNT DOES NOT INCLUDE TAX - ESTIMATED TAX IS REPRESENTED IN GRAND TOTAL. TAX IS SUBJECT TO THE RATES IN EFFECT AT THE TIME OF INVOICING. UNITED	1T	160,079.32	160,079.32
6 PM - PROJECT MANAGEMENT ALL BUILDINGS - TAXABLE UNITED	1T	32,215.00	32,215.00
7 DESIGN - DESIGN SERVICES - ALL BUILDINGS - TAXABLE UNITED	1T	30,000.00	30,000.00

Quotation Totals

Sub Total	1,321,702.11
PLACER, COUNTY OF	16,521.27
CALIFORNIA, STATE OF	79,302.13
Grand Total	1,417,525.51

End of Quotation

Accepted by _____ Title _____ Date **58**



Steelcase

Furniture

#121919-STI

Maturity Date: 02/18/2024

Contract Documents



Contract Documents


Furniture Solutions with Related Accessories and Services

Contract #121919-STI

Effective 02/18/2020 - 02/18/2024

Contract Documentation

 **Request for Proposal (RFP)** (4.73 MB)

 **Contract** (918.25 KB)

Competitive Solicitation Documentation

 **Proof of Publication** (2.34 MB)

 **Proposal Opening Record Page** (157.09 KB)

- **Proposal Evaluation** (157.66 KB)
- **Evaluation Committee Comment & Review** (293.37 KB)
- **Board Resolutions** (801.91 KB)

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

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ezIQC Contracts

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[Sourcewell for Vendors](#) →

**Solicitation Number: RFP#121919****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Steelcase Inc.**, 901 44th Street SE, Grand Rapids, MI 49508 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members). "Vendor" when used in connection with a purchase order shall refer to the Dealer responsible for activities related to fulfilling the purchase order including, but not limited to, specifying, quoting, ordering, delivering, installing, invoicing, and collection in accordance with the terms of this Agreement. In certain situations or in locations where no Dealer is available Steelcase may act as the Vendor under this Agreement.

"Dealer" means always an authorized Steelcase dealer who will become bound to the terms and conditions of this Agreement through signing a separate document agreeing to the same.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase, excluding applicable sales or use taxes and/or surcharges, which will be captured on the applicable invoice.

Unless otherwise provided herein, when providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. **SALES TAX.** Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member and accepted by Vendor (whose acceptance shall not be unreasonably withheld), Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment and Products provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment and Products purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract. Any such audit will include transactions which have occurred within two (2) years of the agreed upon audit date.

Steelcase and Dealers shall make available to Sourcewell representatives no more than once per calendar year, during reasonable business hours and upon reasonable notice during the term of the agreement and two (2) years thereafter, any books, records, and invoices directly

related to the respective performance under this agreement. The parties will make their best efforts to resolve any discrepancies in a fair and equitable manner.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Members by any person on account of the use of any Equipment or Products by Sourcwell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcwell. Materials should be sent to the Sourcwell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcwell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by

Sourcwell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcwell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcwell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED** (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor does not certify compliance with the provisions of the Buy American Act and will address the issue with any Member on a case-by-case basis.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS** (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/26/2020 | 1:47 PM CST

Steelcase Inc.

DocuSigned by:
By: Megan Maguire
A9BF1525703B456...
Megan Maguire
Title: Leader, Contract Specialist
Date: 2/27/2020 | 10:13 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/27/2020 | 1:18 PM CST

**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 Approving Resolution 20/21.16
Authorizing the Elimination and/or Reduction
of Certain Classified Employee Positions Due to
Operational Necessity/Lack of Work

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Resolution 20/21.16

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

December 1, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due an operational necessity/lack of work by adopting Resolution 20/21.16. The positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code. These positions will be reconfigured to directly serve students and meet operational needs.

RECOMMENDATION:

Approve Resolution 20/21.16, Authorizing the elimination and/or reduction of certain classified employee positions due to operational necessity/lack of work.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION 20/21.16**

**RESOLUTION FOR A REDUCTION/ELIMINATION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/OPERATIONAL NECESSITY**

WHEREAS, Education Code §45117, District Policy and the collective bargaining agreement between the Western Placer Unified School District and the California School Employees Association permit the Governing Board to reduce the number of classified positions for lack of work or lack of funds;

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than February 1, 2021 due to lack of work/lack of funds:

Reduce One (1) three hour Health Clerk position (Lincoln Crossing Elementary School) from 3 hours to 0 hours.

Reduce One (1) one hour Instructional Aide position (Carlin C. Coppin Elementary School) from 1 hour to 0 hours.

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on February 1, 2021, the above-referenced classified positions shall be reduced or eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Western Placer Unified School District on December 1, 2020 by the following vote:

AYES:

NOES:

ABSENT:

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 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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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 Developer Fee Report
For Fiscal Year 2019-2020

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Fund 25

MEETING DATE:

December 1, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

Government Code Section 66006 requires any District collecting statutory developer fees to annually report the activity in the Capital Facilities Fund, which is commonly referred to as the Developer Fee Report.

Attached is the Developer Fee Report for Fiscal Year 2019-2020.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the annual Developer Fee Report for 2019-2020.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
STATUTORY SCHOOL FACILITY FEES INCLUDING
ALTERNATIVE SCHOOL FACILITY FEES REPORT FOR
FISCAL YEAR 2019-20**

Government Code Sections 66006 and 66001 provide that the District shall make available to the public certain information and adopt described findings relative to statutory school facility fees ("Statutory School Fees") collected pursuant to Education Code Sections 17620 et. seq. and Government Code Sections 65995 et. seq. ("Level 1 fees," "Level 2 fees," and "Level 3 fees," collectively, "Statutory School Facility Fees" and as to Level 2 and Level 3 fees, "Alternative School Facility Fees.") The foregoing for this purpose is also referred to as reportable fees ("Reportable Fees"). The described information and findings relate to Reportable Fees received, expended or to be expended in connection with school facilities ("School Facilities") to accommodate additional students from new development if funded or partially funded with Reportable Fees. The Reportable Fees do not include letters of credit, bonds, or other instruments to secure payment of Reportable Fees at a future date. The Reportable Fees have not been levied, collected or imposed for general revenue purposes.

The following is the information and proposed findings the District proposes to review and adopt in accordance with Government Code Sections 66006 and 66001.

1. ANNUAL REPORT

In accordance with Government Code Sections 66006(b)(1) and (2), the District provides the following information for fiscal year 2019-20:

A. DESCRIPTION OF THE TYPE OF REPORTABLE FEES IN THE ACCOUNTS OF THE DISTRICT:

The Reportable Fees consist of Statutory School Fees including Alternative School Facility Fees.

B. AMOUNT OF REPORTABLE FEES:

The Reportable Fee amounts for fiscal year 2019-20 were \$4.50 per square foot of assessable space for residential development that is constructed within the School District. The commercial/industrial Reportable Fee amount was \$0.61 per square foot of covered and enclosed space constructed within the District. These Reportable fee amounts were previously adopted on behalf of the District by the Governing Board of the District.

The Reportable Fee amounts only partially mitigate the impacts to the District caused by new residential development because the Reportable Fees do not adequately fund the school facility needs resulting from additional development within the District. The amounts of the Reportable Fees are essential to fund interim and permanent School Facilities to accommodate students from additional development within the District.

C. BEGINNING AND ENDING BALANCE OF ACCOUNTS:

Table 1

	Reportable School Facility Fees
Beginning Balance, 7/1/19	\$212,912.62
Ending Balance, 6/30/20	\$358,389.48

D. AMOUNT OF THE REPORTABLE FEES COLLECTED AND INTEREST EARNED:

Table 2 below shows the amount of Reportable Fees collected to accommodate students from additional development ("Project Students") and interest earned during fiscal year 2019-20.

Table 2

Source	Amount Collected
New Development	\$686,988.75
Interest Earned	\$5,745.93

E. IDENTIFICATION OF EACH PROJECT OF THE DISTRICT ON WHICH REPORTABLE FEES WERE EXPENDED AND THE AMOUNT OF THE EXPENDITURES ON EACH PROJECT OF THE DISTRICT, INCLUDING THE TOTAL PERCENTAGE OF THE COST OF THE PROJECT OF THE DISTRICT, THAT WAS FUNDED WITH REPORTABLE FEES:

Developer fee funds have been designated through the District budget to fund debt service related to the addition of School Facilities to the District. These additional facilities provide increased capacity that serves the growing student population of the District. Table 3 identifies the amount of Reportable Fees expended for School Facilities in Fiscal year 2019-20, as well as the percentage of each improvement funded by Reportable Fees.

Table 3

Project	Amount Expended and Percentage of the Project Funded by Reportable Fees
Salaries, Benefits, Supplies	\$135,548.08 24.8%
Debt Services, C.O.P. Payments & Other Transfers	\$250,000.00 45.7%
Rentals, Leases, Repairs & Noncapitalized Improvements	\$39,000.00 7.1%
Professional/Consulting Services & Operating Expenditures	\$122,719.74 22.4%

F. IDENTIFICATION OF INCOMPLETE PROJECTS:

The District will use the Reportable Fees in Fund 25 to fund next year's rents, leases, purchase, installation of student housing facilities, and Certificate of Participation payments.

G. DESCRIPTION OF INTERFUND TRANSFERS OR LOAN MADE FROM THE ACCOUNT:

Year-End interfund cash transfer in the amount of \$250,000.

H. THE AMOUNT OF REFUNDS MADE OR REVENUES ALLOCATED FOR OTHER PURPOSES IF THE ADMINISTRATIVE COSTS OF REFUNDING UNEXPENDED REVENUES EXCEED THE AMOUNT TO BE REFUNDED:

No refunds of Reportable Fees were made in fiscal year 2019-20, and no refunds are required under applicable law.

In accordance with Government Code Section 66006 (b)(2), the foregoing Information including the proposed five (5) year findings set forth below will be made available to the public at least (15) days prior to consideration of the Reportable Fees Report. The Board of the District will review such annual information and proposed five-year findings at its next regular meeting occurring at least fifteen days subsequent to the availability of this Reportable Fee Report.

II. PROPOSED FIVE-YEAR FINDINGS

In accordance with Government Code Section 66001, the District provides the following information with respect to that portion of the account or sub-account(s) remaining unexpended, whether committed or uncommitted.

A. IDENTIFICATION OF THE PURPOSE TO WHICH THE REPORTABLE FEES ARE TO BE PUT:

The purpose of the Reportable Fees imposed and collected on new residential, commercial and industrial development within the District is to fund additional School Facilities required to serve the students of the District generated by this new development within the District. Specifically, the Reportable Fees will be used for the construction and/or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, as well as acquiring and installing additional portable classrooms.

B. DEMONSTRATION OF A REASONABLE RELATIONSHIP BETWEEN THE REPORTABLE FEES AND THE PURPOSES FOR WHICH THEY ARE CHARGED:

There is a roughly proportional, reasonable relationship between the new development upon which the Reportable Fees are charged and the need for additional School Facilities by reason of the fact that additional students will be generated by additional development within the District and the District does not have student capacity in the existing School Facilities to accommodate these new students. Furthermore, the Reportable Fees charged on a new development will be used to fund School Facilities which will be used to serve

the students generated from new development and the Reportable Fees do not exceed the costs of providing such School Facilities for new students.

C. IDENTIFICATION OF ALL SOURCES AND AMOUNTS OF FUNDING ANTICIPATED TO COMPLETE FINANCING OF THE SCHOOL FACILITIES IDENTIFIED BY THE DISTRICT:

Table 4

Source of Funding	Amount of Funding Anticipated to be Received to Complete Financing of School Facilities
1. State Funding Program	\$ 0.00
2. State Hardship Funds	\$ 0.00
3. Community Facilities Districts	\$ 6,109,620
4. General Obligation Bond Proceeds	\$ 0.00
5. Redevelopment Pass-Through Agreements	\$ 350,000
6. Development Impact Fees: Fund 25	\$ 600,000
7. Mitigation Payments	\$ 0.00
8. Certificates of Participation	\$ 0.00
9. Total Funding (Lines 1 – 8 above)	\$ 7,059,620
10. Total Costs of All Projects: See Attachment	\$ 7,402,131.00
11. Minus Total of All Funding Sources (Enter from Line 9 above.)	\$ 7,059,620.00
12. Unfunded Balance (Line 10, minus Line 11)	\$ 342,511.00

Note: Further information regarding each Project is set forth in Schedule “A”, which is incorporated herein.

D. DESIGNATION OF THE APPROXIMATE DATE ON WHICH THE FUNDING REFERRED TO IN PARAGRAPH “C” ABOVE IS EXPECTED TO BE DEPOSITED IN THE APPROPRIATE ACCOUNT:

Sources	Approximate Date Expected to be Deposited
State Funding Program	N/A
State Hardship Funds	N/A
Community Facilities Districts	Applied Annually to CFD Bond and COP Payments
General Obligation Bond Proceeds	N/A
Redevelopment Pass-Through Agreements	Applied Annually to COP Payment
School Facility Fees	Immediately Upon Receipt
Mitigation Payments	N/A
Certificates of Participation	N/A

SCHEDULE "A"

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
ITEMIZED PROJECT FUNDING FROM SOURCES IDENTIFIED IN II (C)
ANTICIPATED COSTS/FEEs FOR NEXT FISCAL YEAR (2020-21)**

(Column A) Project Name	(Column B) Anticipated Amount of Funding From School Facilities Fees	(Column C) Percentage of Total Project Cost
1. CONTRACT SERVICES Rent and Lease of Relocatable Buildings	\$ 39,000.00	0.5%
2. CAPITAL OUTLAYS Facilities Planning	\$ 67,800.00	0.9%
3. DEBT SERVICE Payments for COPS	\$ 6,270,469.32	84.7%
4. SALARIES/BENEFITS/SUPPLIES for Clerical Long-Range Planning Staff	\$ 139,529.00	1.9%
5. DEBT SERVICE Payments for CFD Bonds	\$ 885,332.68	12.0%
6.	\$	%
7.	\$	%
8.	\$	%
9.	\$	%
10. Total of Lines 1 – 9 Above	\$ 7,402,131.00	100%

A-1

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

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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:

20/21 and 21/22 School Resource Officer Agreement

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 1, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The District is seeking renewal of our agreement with the City of Lincoln for School Resource Officers. The City has provided School Resource Officer coverage to the District through a grant for the first half of the 20/21 school year. This agreement encompasses the second half of the 20/21 school year and the opening of Twelve Bridges High School for the 21/22 School year. The funding for this agreement is included in the District budget.

RECOMMENDATION:

Approve the contract with the City of Lincoln for School Resource Officer services.

**AGREEMENT
WESTERN PLACER UNIFIED SCHOOL DISTRICT/CITY OF LINCOLN
SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the Western Placer Unified School District ("District") desires the services of the Lincoln Police Department to fulfill the goal of a safe and secure environment for learning on District campuses by continuing the School Resource Officer Program ("SRO Program") described in **[Attachment A]**; and

WHEREAS, the City of Lincoln ("City") desires to make available the services of one (1) sworn police officer as School Resource Officer ("SRO"); and

WHEREAS, the City is willing to expand the personnel resources to operate the SRO Program upon the payment of a portion of the costs by the District.

NOW, THEREFORE, and in consideration of the mutual promises herein set forth, the City of Lincoln and the Western Placer Unified School District agree as follows:

1. City shall provide one (1) sworn police officer for the 2020/21 and two (2) sworn police officers for the entire 2021/22 school year to conduct the SRO Program primarily at Lincoln High School (2020/21) and Lincoln High School and Twelve Bridges High School (2021/22) and at such times as may be mutually agreed upon by City's Police Chief and District's Superintendent or designee. At a minimum, The SRO shall be on campus when the school is open and students are present, unless emergency or other unforeseen circumstances occur. The District may request hours in excess of forty (40) per week for the SRO. Approval of the request shall be at the sole discretion of City's Police Chief or his designee. The City will be responsible for compensation of all police employee overtime hours. The SRO, or other LPD officer(s), shall be present at home football games at no additional cost to the district.

2. If an SRO is absent from High School(s) as outlined in section 1 of this agreement for 5 (five) consecutive days or more, the payment outlined in section 5 of this agreement will be adjusted on a pro-rata basis for the days of non-coverage.

3. The SRO will inform the High School's Principal or designee of his or her schedule and changes when not on campus.

4. The SRO shall be an employee of the City under the direction and supervision of the Police Chief of the City or his designee. No agency, joint powers agreement, or other relationship is created or intended to be created by this Agreement. The City will be solely responsible for the compensation and fiscal liabilities of the SRO.

5. The District shall pay the City to offset the City's personnel costs as well as a portion of equipment and administration costs associated with the SRO Program. The annual payment shall be made to the City by January 15, 2021 for the 2020/21 school year and December 1st thereafter.

6. During the 2020/21 fiscal year, the Western Placer School District agrees to pay the City of Lincoln the prorated amount of \$61,811.09 to maintain one (1) officer in the SRO Program from January 1, 2021 to June 30, 2021. During the 2021/22 fiscal year, the Western Placer School District agrees to pay the City of Lincoln \$247,245.54 to maintain two (2) officers in the SRO Program.

7. During the 2021/22 fiscal year, the Western Placer School District and the City of Lincoln shall re-examine this agreement and make adjustments as necessary if mutually agreed upon and thereby provide the option for renewals of this MOU subject to continued funding availability and cost commensurate with the position.

8. Shift distribution and work schedule shall be made by joint approval of City and District, provided that in no event shall City be required to make assignment or scheduling decisions contrary to any collective bargaining agreement between City and the Lincoln Police Officer's Association. On a timely basis, City agrees to provide notice to the District of any scheduled leave of assigned personnel, including, but not limited to, vacation leave, compensatory time-off, personal leave, in-service training, and court appearances. The City will make every good faith effort to schedule SRO vacations, training and other extended time off during periods that school is not in session at the affected campus. Incidental or extenuating circumstance time off requests may be granted at any time with the approval of the police SRO supervisor. Should any of the conditions described in this section result in the SRO not being present at the school, and no backfill officer provided, the cost reduction outlined in section 2 of this agreement will take effect.

9. The officer will generally be present on campus from 7:00 am – 5:00 pm each day, five days a week. These times can be modified based on school need.

10. The District may participate and input will be considered in the selection and assignment of police personnel to the SRO program. The Chief of Police or his designee will have the final decision on the selection, appointment, assignment, back-fill, removal or replacement of any police personnel assigned to the SRO program.

11. City reserves the right to temporarily withdraw any or all assigned personnel for the duration of an emergency situation, should one arise. After any withdrawal, assigned personnel shall be returned to their regular assignment as soon as practical. If the withdrawal is protracted, affected positions may be backfilled by the City. Whenever assigned personnel are withdrawn from the District jurisdiction for an emergency assignment, notification shall be provided to the District Superintendent without delay. The Chief of Police or his designee shall have final discretion on emergency reassignment decisions related to any SRO.

12. City shall indemnify and defend the District against, and hold it harmless from any and all loss, damage, and liability for damages, including attorney's fees and other costs of defense incurred by the District, whether for damage to or loss of property, or injury to or death of District officers, agents, employees, students, parents, or other members of the public which shall in any way arise out of or be connected with the City's operations hereunder, unless damage,

loss, injury, or death shall be caused solely by the negligence or willful misconduct of the District.

13. District shall indemnify and defend the City and defend the District against, and all loss, damage, and liability for damages, including attorney's fees and other costs of defense incurred by the City, whether for damage to or loss of property, or injury to or death of City, employees, agents, or other members of the public which shall in any way arise out of or be connected with the District's operation hereunder, unless damage, loss, injury, or death shall be caused solely by the negligence or willful misconduct of the City.

14. This agreement may be terminated by either party upon thirty (30) days of written notice, first class mail, postage prepaid, to the following:


To City:
City Manager
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

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

15. This agreement shall take effect upon the approval of the governing bodies of the parties hereto.

IN WITNESS WHEREOF, this agreement is dated this _____
_____ day of _____, 2020, in the City of Lincoln, Placer County,
California.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: 
Scott Leaman, Superintendent

CITY OF LINCOLN

By: _____
Jennifer Hanson, Lincoln City Manager

ATTEST:

Gwendolyn Scanlon, City Clerk

ATTACHMENT A

SCHOOL RESOURCE OFFICER PROGRAM

To accomplish our mission of forming partnerships within the community, the Lincoln Police Department will provide the services of one trained police officer starting (2020/21) and two trained police officer (2021/22) to be assigned to the Western Placer School District to work in the schools. The School Resource Officer(s) will work in conjunction with students, school staff, and school administrators towards the goal of maintaining a safe and secure environment for learning.

As well as providing liaison services between the Police Department and schools, the School Resource Officer(s) will network with allied law enforcement agencies, Placer County Juvenile Probation, Child Protective Services, counselors, parents, school neighborhoods, and other community groups with related interests in the school system. The School Resource Officer(s) will share information and encourage responsive involvement and cooperation between agencies to solve school law enforcement issues.

PRIMARY DUTIES:

1. Enforcement of laws and assistance to the assigned campuses and surrounding areas.
2. Present more visibility and supervision on and in proximity to campuses and surrounding neighborhoods to suppress criminal activity and promote positive relationships.
3. Conduct educational programs in the classrooms as approved by the school.
4. Coordinate security for special events on campus, especially after school functions such as social and athletic events.
5. In keeping with the proactive philosophy of the SRO program, the officer will be visible to students on campus.

OTHER DUTIES:

1. Act as liaison between the schools and Police Department.
2. Provide training for school staff personnel on, but not limited to; crime trends, drug use, crime prevention, search and seizure, juvenile law, and mandatory crime reporting, active shooter, and emergency preparedness.
3. Actively participate as deemed necessary and appropriate in a truancy control program utilizing such methods as; attendance patrol, home visits, and School Attendance Review Board (SARB).

4. Liaison with school related community groups and District organizations such as; Parents on Campus, Booster Club and the Parent Teacher Club (P.T.C.).
5. Help in the identification and intervention of high-risk students.

Assignment: The SRO(s) shall be assigned for a 40-hour per week period of time. The SRO(s) shall maintain a schedule and presence at Lincoln High School as mutually agreed upon between the District and Chief of Police to ensure the objectives of the SRO Program are effectively met. However, depending upon the circumstances and situation, any other on-duty police department staff may provide service to Lincoln High School (2020/21) and Lincoln High School and Twelve Bridges High School (2021/22).

The City will provide SRO coverage 5 days a week, subject to mutually agreed modification in order to meet specific needs of the schools.

SRO work schedules shall be similarly aligned with school schedules; SRO work shifts should typically begin at least 30 minutes prior to the start time of normal school hours.

SRO(s) may, at the discretion of the SRO supervisor, adjust their regular work schedule to accommodate special school events. Alternatively, the SRO may coordinate, with police supervisory approval, the assignment of other appropriate on-duty or overtime police personnel to special events when the SRO is unable to attend. Overtime costs associated with District special events will be borne by the City.

**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 Boundaries

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 1, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

This is the second time this item has been before the Board. 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. This would mean the Twelve Bridges High School boundary would be the same boundary as Twelve Bridges Middle School boundary. 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.

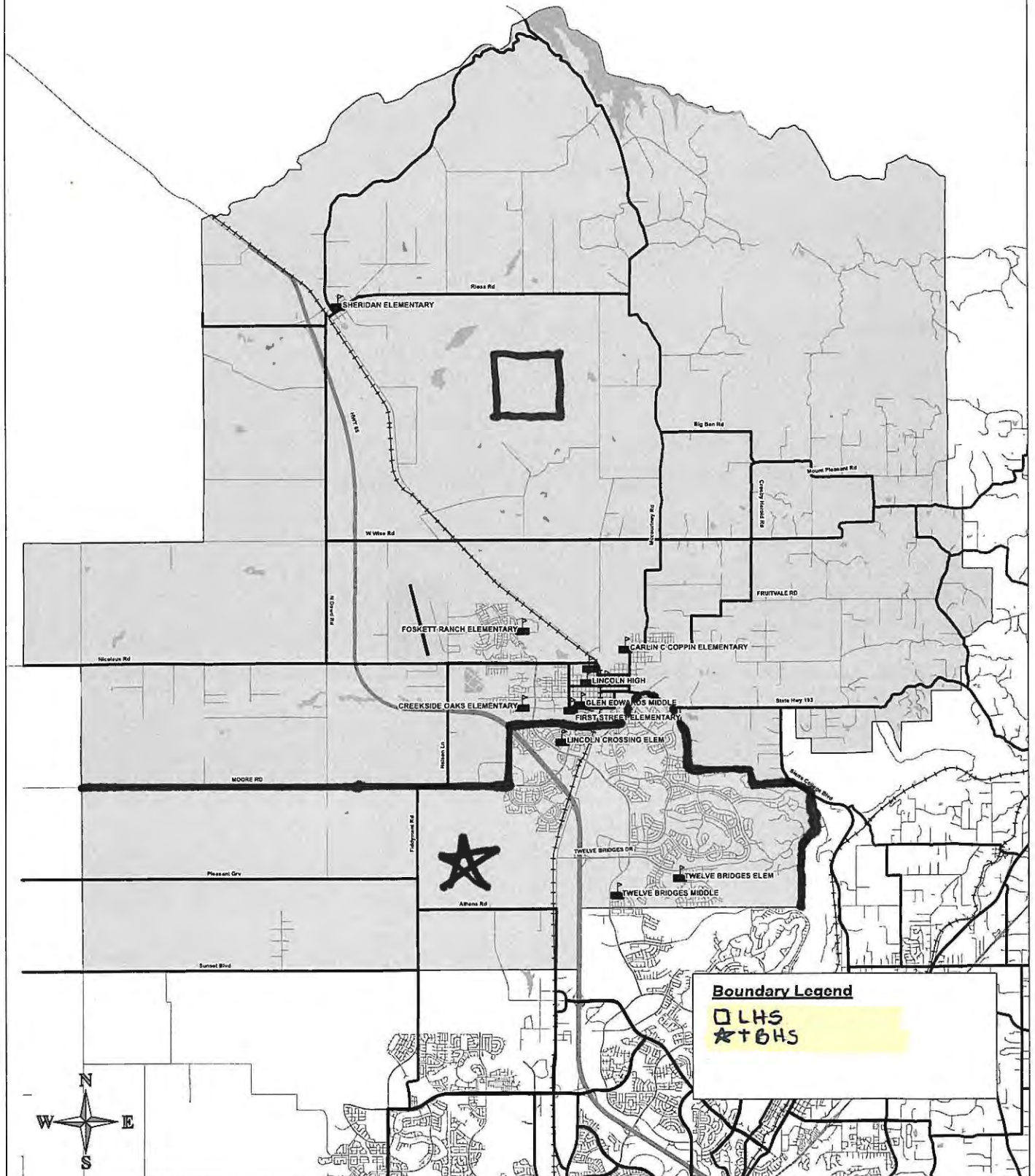
Attendance priority could be established with the following

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:

Approve the new boundaries for high school.

Western Placer Unified School District



**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:
ESTABLISH ANNUAL ORGANIZATIONAL
MEETING

AGENDA ITEM AREA:
ACTION

REQUESTED BY:
SCOTT LEAMAN
SUPERINTENDENT

ENCLOSURES:
YES

DEPARTMENT:
ADMINISTRATION

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 1, 2020

ROLL CALL REQUIRED:
NO

BACKGROUND:

Education Code 35143 and 5017 require the scheduling of an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action on the scheduling of the annual organizational meeting and submit to PCOE.

RECOMMENDATION:

Administration recommends the Board of Trustees select an organizational meeting date for 2020.



Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-8020 • Fax (530) 886-5841 • www.placercoe.org

Gayle Garbolino-Mojica, County Superintendent of Schools

Memorandum

Important Board Agenda Item

Date: October 1, 2020
To: District Superintendents
From: Gayle Garbolino-Mojica, County Superintendent of Schools
RE: Annual Organizational Meeting

This memorandum is a reminder to conduct your annual organizational meeting in December for the purpose of selecting your board officers. I have attached for your reference Education Code Sections 35143 and S017 which govern the scheduling of this annual organizational meeting. Please refer to any policy or bylaw for any procedures otherwise adopted by your board.

This year the 15-day window period established by statute to hold the annual organizational meeting begins on Friday, December 11, 2020 and runs through Saturday, December 26, 2020.


Please note that the date and time of the annual organizational meeting must be selected by your governing board at the regular board meeting held immediately prior to December 11, unless otherwise provided by a policy or bylaw of the governing board. In the event the board does not select a day and time for the annual organizational meeting at the regular meeting referenced above, state law requires that I must do so before the 15-day window period begins on December 11th.

Please return this memorandum via email to (sarcuri@placercoe.org) on or before November 18, 2020, with the information requested below. If you have a regular board meeting scheduled during the first week of December when your board is scheduled to set the date of its organizational meeting, please let my office know before November 30th.

Thank you and please contact me if you have any questions.

GGM/sea
Attachments
cc: District Executive Assistants

2020 Annual Organizational Meeting

School District: Western Placer Unified School District
Date and Time of Annual Organizational Meeting: December 15, 2020
Signed: 
Title: Scott Leaman, Superintendent

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

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

DISTRICT GLOBAL GOALS

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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:

December 1, 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 5141.22 – Infectious Diseases *
- AR 5145.3 – Nondiscrimination/Harassment *
- E 5145.6 – Parental Notifications*
- BP 3555 – Nutrition Program Compliance
- E 3555 – Nutrition Program Compliance (New Exhibit)
- AR 4030 – Nondiscrimination in Employment
- BP/AR 4119.11/4219.11/4319.11 – Sexual Harassment
- AR 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures (New Regulations)

*paragraph (shaded) inadvertently left off at November 17, 2020 meeting

RECOMMENDATION:

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

CSBA POLICY GUIDE SHEET

July 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 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 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.

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.

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)

If the local health officer notifies the district of an outbreak of a communicable disease, or the imminent and proximate threat of a communicable disease outbreak or epidemic that threatens the public's health, the district shall take any action that the health officer deems necessary to control the spread of the disease. The district shall comply with all applicable state and federal privacy laws in regard to any such information received from the local health officer. (Health and Safety Code 120175.5)

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 (see next page)

INFECTIOUS DISEASES (continued)EDUCATION CODE48210-48216 *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 confidentiality of student information*~~51202 *Instruction in personal and public health and safety*CALIFORNIA CONSTITUTION~~*Article 1, Section 1 Right to Privacy*~~CIVIL CODE56-56.37 *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 1, Section 1 Right to Privacy*~~CODE OF REGULATIONS, TITLE 85193 ~~*California bloodborne pathogens standard*~~CODE OF REGULATIONS, TITLE 172500-2511 *Communicable disease reporting requirements*UNITED STATES CODE, TITLE 201232g *Family Educational and Privacy Rights Act*1400-1482 *Individuals with Disabilities Education Act*UNITED STATES CODE, TITLE 29794 *Section 504 of the Rehabilitation Act of 1973*CODE OF FEDERAL REGULATIONS, TITLE 45164.500-164.534 ~~*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>

INFECTIOUS DISEASES (continued)

Management Resources: (continued)

~~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>~~

Policy
adopted: September 4, 2007
revised: December 1, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

NONDISCRIMINATION/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 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.us

(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:

NONDISCRIMINATION/HARASSMENT (continued)

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)**

(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:

NONDISCRIMINATION/HARASSMENT (continued)

- (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
- 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)

NONDISCRIMINATION/HARASSMENT (continued)

- ~~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.

- 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:

NONDISCRIMINATION/HARASSMENT (continued)

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
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.

NONDISCRIMINATION/HARASSMENT (continued)

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~~

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.

NONDISCRIMINATION/HARASSMENT (continued)

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:

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.

NONDISCRIMINATION/HARASSMENT (continued)

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.

When disclosure of a students' gender identity is made to a district employee by a student's 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

NONDISCRIMINATION/HARASSMENT (continued)

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-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)

NONDISCRIMINATION/HARASSMENT (continued)

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.
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
December 1, 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 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.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

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

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 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
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

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, 49403	BP 5141.31	School Immunizations program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
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

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 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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	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
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.

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 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
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

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)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1. 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint	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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting a truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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
When parent orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation or placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c) 34 CFR 300.300 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k) 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
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, December 1, 2020

CSBA POLICY GUIDE SHEET

July 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 3555 - Nutrition Program Compliance

Policy updated to reflect **NEW STATE REGULATIONS** (Register 2020, No. 21) which provide that complaints regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses should be submitted directly to the California Department of Education (CDE), and complaints alleging discrimination on the basis of race, color, national origin, sex, age, or disability should be submitted to the U.S. Department of Agriculture (USDA). Complaints regarding other program requirements or other bases for discrimination are to be investigated and resolved at the district level. Policy also deletes the USDA nondiscrimination statement that must be included on all forms of communication regarding program availability, which is now presented in the accompanying exhibit.

NEW - Exhibit 3555 - Nutrition Program Compliance

New exhibit presents the USDA statement, formerly in BP 3555, which must be included on all forms of communication available to the public regarding the availability of child nutrition programs in order to advise the public of the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints against the district.

Administrative Regulation 4030 - Nondiscrimination in Employment

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 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, rather than the complaint procedures detailed in this regulation.

Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment

Policy updated to reflect **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 pursuant to federal regulations, and responsibility assigned to Title IX Coordinator to receive complaints and determine the appropriate complaint procedure to use.

Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment

Regulation updated to reflect **NEW LAW (SB 778, 2019)** which (1) requires a district with five or more employees to provide two hours of sexual harassment training to supervisory employees and one hour of sexual harassment training to nonsupervisory employees by January 1, 2021 and every two years thereafter, and (2) requires new nonsupervisory employees and employees promoted to supervisory positions to receive the training within six months of hire or promotion. Regulation also reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require the district to designate a Title IX Coordinator and disseminate the Coordinator's contact information.

NEW - Administrative Regulation 4119.12/4219.12/4319.12 - 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 requirement to offer 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.

NUTRITION PROGRAM COMPLIANCE

The Board of Trustees recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her on any basis prohibited by law.

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

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

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5030 - Student Wellness)

Compliance Coordinator

The Board **shall** designate a **compliance coordinator for nutrition programs, who may also be** the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, ~~as the district's civil rights coordinator to ensure compliance with the laws governing its the district's nutrition programs, and to investigate any related complaints.~~

The responsibilities of the compliance ~~officer~~/coordinator include, but are not limited to:

1. Providing the name of the ~~civil rights~~ **compliance** coordinator, **and the** Section 504 coordinator, and Title IX coordinator, if different from the ~~civil rights compliance~~ coordinator, to the California Department of Education (**CDE**) and other interested parties

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

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

(cf. 6159 - Individualized Education Program)

NUTRITION PROGRAM COMPLIANCE (continued)

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants
5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities
8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, ~~and~~ working with the appropriate person to resolve any complaint, **and referring the complainant to the appropriate state or federal agency when necessary**
10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

(cf. 5022 - Students and Family Privacy Rights)

(cf. 5125 - Student Records)

(cf. 5145.13 - Response to Immigration Enforcement)

Notifications

The compliance coordinator shall ensure that tThe U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster by the USDA's Food and Nutrition Service shall be displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The **compliance** coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their ~~program~~ rights and responsibilities and steps necessary ~~for participation to participate in nutrition programs~~. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

NUTRITION PROGRAM COMPLIANCE (continued)

(cf. 5145.6 - Parental Notifications)

In addition, **the compliance coordinator shall ensure that** all forms of communication available to the public regarding program availability shall contain, in a prominent location, ~~the following statement: a statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.~~

~~"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.~~

~~Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.~~

~~To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.aser.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:~~

- ~~(1) — mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;~~
- ~~(2) — fax: (202) 690-7442; or~~
- ~~(3) — email: program.intake@usda.gov.~~

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude

NUTRITION PROGRAM COMPLIANCE (continued)

Complaints

~~menus~~ items such as cups, buttons, magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating ~~"This institution is an equal opportunity provider,"~~ as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

~~When a complaint alleging discrimination of the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:~~ A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: (5 CCR 15582)

1. ~~Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814 2342 or call (916) 323-8531 or (800) 952-5609~~
2. ~~U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov.~~

~~Any eComplaints concerning the district's nutrition programs of discrimination on any other basis~~ shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

~~When a complaint alleging discrimination of the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:~~

NUTRITION PROGRAM COMPLIANCE (continued)

1. ~~Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (916) 323-8531 or 800-952-5609~~
2. ~~U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov.~~

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. **A statement that the district has violated a law or regulation relating to its child nutrition program**
2. **The facts on which the statement is based**
3. **The name of the district or the school against which the allegations are made**
4. **The complainant's contact information**
5. **The name of the student if alleging violations regarding a specific student**

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

OPTION 1:

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

NUTRITION PROGRAM COMPLIANCE (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

42238.01 Definitions for purposes of funding

Notices to parents in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

15580-15584 Child nutrition programs complaint procedures

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

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

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

~~2000h-2000h-6 Title IX~~

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.19 National School Lunch Program, additional responsibilities

210.23 National School Lunch Program, district responsibilities

215.7 Special Milk Program, requirements for participation

215.14 Special Milk Program, nondiscrimination

220.7 School Breakfast Program, requirements for participation

220.13 School Breakfast Program, special responsibilities of state agencies

225.3 Summer Food Service Program, administration

225.7 Summer Food Service Program, program monitoring and assistance

225.11 Summer Food Service Program, corrective action procedures

226.6 Child and Adult Care Food Program, state agency administrative responsibilities

250.15 Out-of-condition donated foods, food recalls, and complaints

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Nondiscrimination on the basis of disability, public accommodations, Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

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

106.9 Dissemination of policy

Management Resources: (see next page)

NUTRITION PROGRAM COMPLIANCE (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Civil Rights and Complaint Procedures for Child Nutrition Programs, June 2018~~rev. November 2015~~

U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

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

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>

U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Policy
adopted: June 5, 2012
revised: December 6, 2016
revised: December 1, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

NUTRITION PROGRAM COMPLIANCE

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov

"This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

"This institution is an equal opportunity provider."

NONDISCRIMINATION IN EMPLOYMENT

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

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

(cf. 1240 - Volunteer Assistance)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

(cf. 4032 - Reasonable Accommodation)

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

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

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Department of Fair Employment and Housing (DFEH) posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)

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

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

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information by: (5 CCR 4960; 34 CFR 100.6, 106.9)

NONDISCRIMINATION IN EMPLOYMENT (continued)

- a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
- b. Posting them in all district schools and offices, including staff lounges and other prominent locations
- c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4111/4211/4311 - Recruitment and Selection)

- 3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)
 - a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return
 - b. Sending the policy via email with an acknowledgment return form
 - c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
 - d. Discussing the policy with employees upon hire and/or during a new hire orientation session
 - e. Any other way that ensures employees receive and understand the policy

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

- 4. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior
- 5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

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

NONDISCRIMINATION IN EMPLOYMENT (continued)

problematic behaviors and which may motivates them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.

Complaint Procedure

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

1. **Notice and Receipt of Complaint:** A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

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

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

NONDISCRIMINATION IN EMPLOYMENT (continued)

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

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

(cf. 3580 - District Records)

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

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

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

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

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

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

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

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made

NONDISCRIMINATION IN EMPLOYMENT (continued)

that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

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

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

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

Other Remedies

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

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. For filing a complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Regulation
 approved: September 4, 2007
 revised: June 7, 2016
 revised: May 7, 2019
 revised: April 21, 2020
 revised: December 1, 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. 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.

~~This~~ **The following policy shall apply to all district employees, and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants, and other persons with an employment relationship with the district.**

The Board of Trustees is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any persons who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

Sexual harassment includes, but is not limited to, harassment that is based on the **sex**, gender, gender identity, gender expression, or sexual orientation of the victim **and harassment based on pregnancy, childbirth, or related medical conditions.**

~~This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants.~~

~~*(cf. 0410 - Nondiscrimination in District Programs and Activities)*~~
~~*(cf. 4030 - Nondiscrimination in Employment)*~~

~~Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.~~

~~*(cf. 4117.7/4317.7 - Employment Status Reports)*~~
~~*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*~~
~~*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

SEXUAL HARASSMENT (continued)

2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

(~~cf. 4112.9/4212.9/4312.9—Employee Notifications~~)

3. Ensuring prompt, thorough, ~~and~~ fair, **and equitable** investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

~~Any~~ District employees who feels that ~~he/she has~~ **they have** been sexually harassed in the performance of ~~his/her~~ **their** district responsibilities or who ~~has~~ **have** knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to ~~his/her~~ **their** direct supervisor, ~~another supervisor, a district administrator, or the district's Title IX Ceordinator for nondiscrimination, the Superintendent, or, if available, a complaint hotline or an ombudsman.~~ **Employees may bypass his/her their supervisor in filing a complaint where if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Ceordinator.**

~~Complaints of sexual harassment shall be filed and investigated in accordance with the complaint procedure specified in AR 4030—Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.~~

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures for complaints meeting the Title IX definition of sexual harassment or AR 4030 - Nondiscrimination in Employment for complaints meeting the state definition, as applicable, and shall offer supportive measures to the complainant.

SEXUAL HARASSMENT (continued)

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)

~~All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)~~

Upon investigation of a sexual harassment complaint, any district employee who found to have engaged or participated in sexual harassment or who aids, abets, incites, compels, or coerces to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy is shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950 Sexual harassment; distribution of information

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

7287.8 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs ~~receiving state~~
~~financial assistance~~

Legal Reference continued: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20

1681-1688 Title IX ~~prohibition against discrimination of the Education Amendments of 1972~~

UNITED STATES CODE, TITLE 42

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

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-~~106.61~~ 106.82 Nondiscrimination on the basis of sex in employment in education programs or activities

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Promising Practices for Preventing Harassment, November 2017

WEB SITES

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

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office of Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

All Personnel

AR 4119.11(a)
4219.11
4319.11

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.

This The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

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, as well as to investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The 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.org**

(cf. 4030 - Nondiscrimination in Employment)

(cf. 5145.7 - Sexual Harassment)

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

The district shall notify 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)

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

SEXUAL HARASSMENT (continued)

Definitions- 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, **regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting when under any of the following conditions:** (Education Code 212.5; Government Code 12940; 5 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. **The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.**
- 3.4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district

~~*Prohibited sexual harassment* also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.~~

Examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit e-mails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

SEXUAL HARASSMENT (continued)

Training

~~The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. The training shall include how to recognize prohibited or harassing conduct, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.~~

~~(cf. 1312.3—Uniform Complaint Procedures)
(cf. 4030—Nondiscrimination in Employment)
(cf. 5145.7—Sexual Harassment)~~

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, **and nonsupervisory employees receive at least one hour**, of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired **employees and** ~~or promoted~~ employees **promoted to a supervisory position** shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A *supervisory employee* is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct the, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not a merely routine or clerical nature, but requires the use of independent judgement. (Government Code 12926)

(cf. 4300 – Administrative and Supervisory Personnel)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program ~~for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following:~~ (Government Code 12950.1; 2 CCR 11024)

SEXUAL HARASSMENT (continued)

1. Information and practical guidance regarding federal and state laws **on concerning** the prohibition, prevention, and correction of sexual harassment; ~~the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability~~
2. The types of conduct that constitute sexual harassment and ~~practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources~~
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. **Strategies to prevent harassment in the workplace**
- 3.5. ~~A supervisor's~~ **Supervisors'** obligation to report sexual harassment, discrimination, and retaliation of which ~~he/she~~ **they** becomes aware ~~and what to do if the supervisor himself/herself is personally accused of harassment~~
4. ~~Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint~~
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. **Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint**

SEXUAL HARASSMENT (continued)

10. What to do if the supervisor is personally accused of harassment

- ~~5.11. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed~~

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

- ~~6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received~~

- ~~7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance~~

- 8.12. Information, including p**Practical examples, of harassment based on gender identity, gender expression, and sexual orientation

- 13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious**

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

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

SEXUAL HARASSMENT (continued)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a the district that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Regulation
approved: September 4, 2009
revised: October 20, 2009
revised: April 5, 2016
revised: May 1, 2018
revised: December 1, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

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 district employee 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 a person'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 person 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

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

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 4030 - Nondiscrimination in Employment.

(*cf. 4030 - Nondiscrimination in Employment*)

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 4119.11/4219.11/4319.11 - 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, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, 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

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)

If the respondent is a student, the district may, on an emergency basis, remove the 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)

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

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

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 would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer 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 AR 4030 - Nondiscrimination in Employment 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

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.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

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)

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. (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

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

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)

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. Equal Employment Opportunity Commission.

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)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

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)

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)

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: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (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
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:

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>