

WPUSD PARENT RECEIPT OF REQUIRED INFORMATION 2021-2022

Each year we are required to provide our families with specific information. Rather than providing this information in paper form to each student, it is available online on our district webpage at: www.wpusd.org under "Parent Resources".

The required documents are also available in printed form at the school office. In order to verify each family has reviewed this information, we are asking you to initial the following statements, sign, date, and return this form with your child no later than August 20, 2021.

Document/Information	Parent Initials
Annual Parent Notice Includes Parent Rights; Parent Involvement Policy; Calendar; Sexual Harassment Policies; Pesticide; Student Fees; SARB; Attendance Letters and the UCP (Uniform Complaint Procedures) Annual Notice as required by Ed Code 49980.	
Student Handbook/Agenda/Academic/Behavior Expectations We have reviewed our school's Student Handbook/Agenda/Academic/Behavior Expectations together and understand and agree to abide by the stated rules and policies.	

Additional Information	Circle a choice and initial
School Breakfast & Lunch – For the 2021-22 school year, ALL students are eligible for FREE breakfast and lunch. Free/Reduced Application are no longer required. Please consider completing the 2021-22 Household Income Form Survey to help maximize your school's funding. Look for an announcement from your school to complete the form.	N/A
Grades 7-12 Only: Permission to Participate in Comprehensive Sexual Health Education and HIV/AIDS Prevention Education (OPTIONAL) My child has permission to participate in comprehensive sexual health education and HIV/AIDS prevention education	YES NO Initial: _____
FOR ITEMS BELOW: If you have already updated your on-line 2021/22 Emergency Contact and Student Waiver From through Parent Portal please disregard - IF NOT – PLEASE REVIEW BELOW AND CHOOSE/INITIAL	Circle a choice and initial
Technology Use Agreement: Click here to read the Acceptable Use Agreement. Click here to read the Board policy on Student Technology Agreement. Click here to read the Student Technology Device Agreement As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use district technology and/or to access the school's computer network and the Internet. I understand that, despite the district's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, district, and district personnel against all claims, damages, and costs that may result from my child's use of district technology or the failure of any technology protection measures used by the district. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting. (Please sign & return Acceptable Use Agreement – Student Form – See pages 50-53 of Parents Rights Handout at www.wpusd.org "Parent Resources")	YES NO Initial: _____
Release of Student Photo/Directory Information The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with his/her name, may be published on district or school web sites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information. If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district web sites.	Initial: _____ (only initial if NO – I do not agree to include my child's photo/directory information)
Student Insurance (forms available in school office or online here) As a parent/guardian, I understand that the district does not assume responsibility for student injuries but does make voluntary purchase, student accident insurance available. I have received the information on this program. (Please sign and return enclosed letter - See page 68 of Parents Rights Handout at www.wpusd.org "Parent Resources")	I will/will not enroll my child. YES NO Initial: _____

Printed Name of Child: _____ Grade: _____

Teacher: _____ (1st period teacher grades 6-12)

Parent Signature: _____ Date: _____

**ANNUAL PARENT NOTICE
2021-2022**

Dear Parent/Guardian:

State law requires school districts and the county office of education ("county office") to provide annual notice to parents/guardians of certain rights and responsibilities. Parents/guardians are required to acknowledge receipt of this notice by signing and returning the receipt and acknowledgment (Part I of Form A) to your school district or county office program.

CURRICULUM AND INSTRUCTION

Instructional Materials:

All primary and supplemental instructional materials and assessments, including textbooks, teacher manuals, films, audio and video recordings, and software, will be compiled and stored by the classroom instructor and made available promptly for inspection by a parent/guardian in a reasonable time frame or in accordance with school district or county office policies or procedures. Education Code §§ 49091.10(a); 51101(a)(8).

Observation:

Upon written request, a parent/guardian has the right to observe instruction and other school activities that involve his or her child or for the purpose of selecting a school in accordance with board policies on interdistrict and intradistrict transfers. Any observation will be done in accordance with policies established to ensure the safety of pupils and school personnel and to prevent undue interference with instruction or harassment of school personnel. Education Code §§ 49091.10(b); 51101(a)(1).

Beliefs:

A pupil may not be compelled to affirm or disavow any particular personally or privately held world view, religious doctrine, or political opinion. No pupil shall be relieved of any obligation to complete regular classroom assignments. Education Code § 49091.12(a).

Curriculum:

The curriculum, including titles, descriptions, and instructional aims of every course offered by a public school, shall be compiled at least once annually in a prospectus. The prospectus is available for review upon request and for copying at a reasonable charge. Education Code §§ 49091.14; 49063(k).

Animal Dissection:

A pupil, who has a moral objection to dissecting or otherwise harming or destroying animals as part of an instructional program, has a right to request an alternative educational project. Education Code §§ 32255-32255.6, 48980(a).

Sexual Health and HIV Prevention Education:

The Healthy Youth Act ("Act") authorizes a school district or county office to provide comprehensive sexual health education and HIV prevention education to all pupils in grades 7 to 12. Education Code §§ 51933 et seq., 48980(a).

- Written and audio visual educational materials used in comprehensive sexual health education and HIV prevention education will be made available for your inspection. Education Code § 51938.
- You will be notified whether the comprehensive sexual health education or HIV prevention education will be taught by school district/county office personnel or by outside consultants. Education Code § 51938.
- You may request a copy of the Act from the school district or county office. Education Code § 51938.
- You may request in writing that your child be excused from comprehensive sexual health education and HIV prevention education. (Fill out Part II of Form A to make a request.) Education Code § 51938.

Tests, Questionnaires, Surveys, Examinations on Personal Beliefs or Practices:

No pupil will be given any test, questionnaire, survey, or examination containing questions about a pupil's, or his/her parents'/guardians' beliefs or practices relating to sex, family life, morality, or religion, unless his/her parent/guardian provides prior written permission. Parents/guardians of all pupils in grades 7 to 12, will be given the opportunity to review any test, questionnaire, or survey about a pupil's attitude concerning or practices relating to sex before it is administered and will be given the opportunity to request in writing that his/her pupil not participate. Education Code §§ 51513, 51938, 51939.

Minimum Days and Staff Development:

Attached to this notice is the calendar for the school year which includes the current schedule of any minimum days or pupil-free staff development days. Parents/guardians will be notified during the school year of any additional minimum days and pupil-free staff development days not later than one month before the scheduled minimum or pupil-free day. Education Code § 48980(c).

PUPIL BEHAVIOR AND DISCIPLINE**Sexual Harassment:**

The school district and county office prohibit sexual harassment of or by any pupil or by anyone employed by or otherwise working or volunteering for the school district or county office. Prohibited sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors and other verbal, visual, or physical conduct of a sexual nature. Any person who feels that he/she is being discriminated against or harassed should immediately contact their principal or designee so that he/she can address the situation. A written complaint may be filed in accordance with the district or county office's Uniform Complaint Procedures. Written complaint procedures are available at all school sites. A copy of the school district or county office's written policy on sexual harassment, as it pertains to pupils, is attached to this notice. Education Code §§ 48980(f), 212.5, 231.5; 5 C.C.R. § 4917.

Evaluations:

A pupil may not be tested for behavioral, mental, or emotional evaluation without the informed written consent of his or her parent/guardian. Education Code § 49091.12(c).

Unexcused Absence:

Parents/guardians will be notified in a timely manner if their child is absent from school without permission. Education Code § 51101(a)(4).

Truancy:

Upon your child's initial classification as a truant, you will be notified of the following:

- a. That your child is truant.
- b. That you are obligated to compel the attendance of your child at school.
- c. That you may be guilty of a criminal infraction and subject to prosecution if you fail to meet this obligation.
- d. That alternative educational programs are available in the district.
- e. That you have the right to meet with appropriate school personnel to discuss solutions to your child's truancy.
- f. That your child may be subject to arrest or temporary custody.
- g. That your child (if 13 to 17 years of age) may be subject to suspension, restriction, or delay of his/her driving privilege.
- h. That it may be recommended that you accompany your child to school and attend classes with him/her for one day.

Education Code § 48260.5.

Chronic Truancy:

The parent/guardian of any pupil in grades 1 through 8 who is found to be a "chronic truant" may be found guilty of a misdemeanor. Education Code § 48263.6; Penal Code § 270.1.

Pupil Discipline Rules:

A copy of the school's pupil discipline rules may be obtained by contacting the principal or his/her designee. The parent/guardian of a pupil who has been suspended by a teacher may be required to attend a portion of a school day in the class of his or her child or ward. Education Code §§ 35291, 48980(a), 48900.1.

PUPIL HEALTH, SAFETY AND MEDICAL TREATMENT**Fingerprint Policy:**

Information concerning the school district or the county office's pupil fingerprint policy, if any, is provided at the time of enrollment. Education Code §§ 32390, 48980(e).

Confidential Medical Services:

Pupils enrolled in grades 7 through 12 may be excused from school by school authorities for the purpose of obtaining confidential medical services without the consent of the pupil's parent. Education Code § 46010.1.

Pupil Immunization:

No student shall be admitted to school until the student is immunized as required by law. The district may permit a licensed physician and surgeon, or other health care practitioner who is acting under the direction of a supervision physician or surgeon, to administer an immunizing agent to a student whose parent or guardian has consented in writing to the administration of such immunization agent. When there is good cause to believe that a student has been exposed to a communicable disease and his or her documentary proof of immunization status does not show proof of immunization against that disease, the student may be temporally excluded from school until the local health officer is satisfied the student is no longer at risk of developing or transmitting the disease.

If a parent or guardian files with the governing authority a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe, indicating the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician does not recommend immunization, that child shall be exempt from the immunization requirements. Any child with a medical exemption authorized prior to January 1, 2020, shall be allowed continued enrollment until he/she enrolls in the next grade span. "Grade span" means (1) from birth through preschool; (2) transitional kindergarten through 6th grade; and (3) grades 7 through 12. Commencing July 1, 2021, a student may not be unconditionally admitted or readmitted, or admitted/advance to the seventh grade, unless he/she has been immunized or files a medical exemption that is compliant with a required statewide form.

Effective January 1, 2016, the California Legislature eliminated the exemption from specified immunization requirements based upon personal beliefs. A student who, prior to January 1, 2016, submitted a letter or affidavit on file with his/her school stating beliefs opposed to immunization shall be allowed enrollment until the student enrolls in the next grade span. "Grade span" means (1) from birth through preschool; (2) transitional kindergarten through 6th grade; and (3) grades 7 through 12.

Health and Safety Code §§ 120335, 120370; Education Code §§ 48216, 48980(a), 49403.

Physical Examinations:

A child may be excluded from physical examination whenever a parent/guardian files a written statement with the school that they will not consent to a physical examination of their child. Whenever there is good reason to believe the child is suffering from a recognized contagious or infectious disease, the child will be excluded from school attendance. (School children are examined for vision, hearing, and curvature of the spine at selected grade levels.) Education Code §§ 48980(a), 49450 – 49455.

State law requires that for each child enrolled in the first grade, the parent/guardian must present within 90 days after entrance, a certificate, signed by a physician, verifying that the child has received appropriate health screening and evaluation including a physical examination within the last 18 months. A parent/guardian may file with the school district a written objection or waiver stating the reasons why he or she was unable to obtain such services. Free health screening is available for low income children for up to 18 months prior to entry into 1st grade. Parents/guardians are encouraged to obtain required health screenings simultaneously with required immunizations. Health and Safety Code §§ 124085, 124105.

Psychological Testing:

A parent/guardian has the right to receive information about psychological testing the school does involving their child and to deny permission to give the test. Education Code § 51101(a)(13).

Pupil Medication:

Any pupil who must take prescribed medication at school and who desires assistance of school personnel must submit a written statement of instruction from the physician or surgeon or physician assistant, as specified by law, detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and a written statement from the pupil's parent, foster parent, or guardian indicating their desire to have the school assist in administering the physician and surgeon, or physician assistant's instructions. Any student who wishes to carry and self-administer prescription auto-injectable epinephrine and/or self-administered inhaled asthma medication must submit both a written statement of instruction from their physician or surgeon or physician assistant, as specified by law, that includes a confirmation that the student is able to self-administer such medication, and a written statement from the pupil's parent, foster parent, or guardian consenting to the self-administration, as well as applicable releases. Any pupil who uses auto-injectable epinephrine or inhaled asthma medication in a manner other than as prescribed is subject to discipline. Education Code §§ 48980(a), 49423, 49423.1.

Continuing Medication:

A parent/guardian of a pupil on a continuing medication regimen for a non-episodic condition shall inform the school of the medication being taken, the current dosage, and the name of the supervising physician. With a parent/guardian consent, the school

nurse or other designated employee may communicate with the physician with regard to the possible effects of the drug on the child's physical, intellectual and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or over dosage. Education Code § 49480.

Pupil Insurance:

The school district or county office may provide or make available medical or hospital services, or both, for injuries to pupils arising from school programs or activities. No pupil will be compelled to accept such services. You may obtain further information regarding availability of pupil accident insurance by contacting the school principal. Education Code §§ 48980(a), 49472.

Emergency Medical Care:

All pupils must have an emergency information card filled out and signed by the parent/guardian at the beginning of the school year. If your child is ill or injured during regular school hours and, requires reasonable medical treatment, and if you cannot be reached, the school district, county office or the principal cannot be held liable for reasonable treatment of your ill or injured child without your prior consent, unless you have previously filed a written objection to any medical treatment other than first aid. Education Code §§ 49407; 49408.

Pupil Safety:

A parent/guardian has the right to have a safe and supportive learning environment for his/her child. Education Code § 51101(a)(7).

Unsafe School Choice Option:

Students who attend a persistently dangerous school and students who are victims of a violent criminal offense, while in or on the grounds of a public school must be allowed to attend a safe public school. 5 C.C.R. §§ 11992, 11993; 20 U.S.C. § 7912.

Tobacco-Free Campus:

Use of tobacco products at any time by students, staff, parents, or visitors, is strictly prohibited in county office or district-owned or leased buildings, on county office, school, or district property, and in county office, school, or district vehicles. This prohibition applies to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off county office or district property. Prohibited products include any product containing tobacco or nicotine, including, but not limited to, smokeless tobacco, snuff, chew, clove cigarettes, and electronic cigarettes that can deliver nicotine and non-nicotine vaporized solutions. Health and Safety Code § 104420.

Sun Protective Clothing/Sunscreen:

Any pupil may use articles of sun protective clothing, including hats, for outdoor use during the school day, subject to school district or county office dress code policies. Any pupil may use sunscreen during the school day without a physician's note or prescription but school personnel are not required to assist pupils in applying sunscreen. Education Code § 35183.5.

Oral Health Assessment:

Any pupil, while enrolled in kindergarten in a public school or while enrolled in first grade if the pupil was not previously enrolled in kindergarten, unless excused, must present proof no later than May 31 of the school year of having received an oral assessment by a licensed dentist or other licensed or registered dental health professional. The assessment must be performed no earlier than 12 months prior to initial enrollment of the pupil. Education Code § 49452.8.

PUPIL PERFORMANCE AND EVALUATION

School Accountability Report Card:

A copy of the school district and county office's accountability report card may be obtained from the school upon request. Education Code § 35256.

Parent Meeting with Teacher and Principal:

Upon reasonable notice, a parent/guardian has the right to meet with his/her child's teacher(s) and principal. Education Code § 51101(a)(2).

Parent Notification:

A parent/guardian has the right to be notified concerning their child's classroom and standardized test performances, when their child has been identified as at risk of retention, and to be informed about school rules, including disciplinary rules and procedures, attendance policies, retention and promotion policies, dress codes, school visiting procedures and the person to contact should problems arise with their child. Education Code §§ 48070.5, 51101(a)(5), (9), (12), (16).

Academic Expectations:

A parent/guardian has the right to be informed of the academic expectations of his/her child. Education Code § 51101(a)(11).

College Admission Requirements and Career Technical Information:

School districts offering any of grades 9-12 shall provide the following brief explanation of college admission requirements, a brief description of career technical education, and information about how pupils may meet with school counselors to help them select courses to meet college admission requirements and/or enroll in career technical education courses.

1. College Admission Requirements (A-G Requirements) for California State University (CSU) and University of California (UC)

Additional information about admission requirements for the CSU system can be found at www.csumentor.edu/planning/high_school/. Additional information about admission requirements for the UC system can be found at www.universityofcalifornia.edu/admissions. Additional information about course offerings can be found in the high school student handbook.

- a. History or Social Science – 2 years
- b. English – 4 years
- c. Math – 3 years (UC recommends 4 years)
- d. Laboratory Science – 2 years (UC recommends 3 years)
- e. Language Other Than English – 2 years (UC recommends 3 years)
- f. Visual and Performing Arts – 1 year
- g. College Preparatory Elective – 1 year

2. Career Technical Education (CTE):

Career technical education is a program of study that involves a multiyear sequence of courses that integrates core academic knowledge with technical and occupational knowledge to provide students with a pathway to postsecondary education and careers. Additional information regarding career technical education can be found at <http://www.cde.ca.gov/ci/ct/>.

3. Counseling Services

High school counselors are available to meet with parents and students to assist in selecting courses that meet college admission requirements, enroll in CTE, or both. If you would like to schedule an appointment with a counselor, contact the counseling department.

Education Code §§ 48980(k), 51229.

Advanced Placement Examination:

Pupils enrolled in at least one Advanced Placement class and who qualify as economically disadvantaged, may apply for assistance to cover the cost of advanced placement examination fees. Pupils should contact a counselor or other administrator at his/her school for eligibility information. Education Code §§ 48980(j), 52240 et seq.

Participation in State Assessments and Option to Request Exemption:

Pupils in applicable grade levels will participate in the California Assessment of Student Performance and Progress (CAASPP) except as exempted by law. Each year, a parent may submit a written request to excuse his or her child from any or all parts of the CAASPP assessments for that school year.

Education Code §§ 60640, 60615, 5 C.C.R. § 852.

PUPIL RECORDS**Pupil Records Access:**

Parents/guardians have the right to access school records of their child, and to question, and receive a response from the school regarding items on their child's record that a parent/guardian feels is inaccurate, misleading, or is an invasion of their child's privacy. Education Code §§ 51101(a)(10), (15), 49063(f); 49069.7.

Notification of Privacy Rights of Pupils:

Federal and state laws grant certain privacy rights and rights of access to pupil records to students and to their parents/guardians. Full access to all personally identifiable written records, maintained by the school district or county office must be granted to: (1) Parents/guardians of a student age 17 or younger; and (2) Students age 18 or older, or students who are attending an institution of postsecondary instruction ("adult student"). In addition, parents/guardians of a student age 18 or older who is dependent for tax purposes, students age 16 or older or who have completed the 10th grade, and students age 14 or older who are both a "homeless child or youth" and an "unaccompanied youth" as defined in the McKinney-Vento Homeless Assistance Act ("eligible student"), must be permitted access to those particular pupil records relevant to the legitimate educational interest of the requester.

Parents/guardians, or an adult or eligible student, may review individual records by making a request to the principal. The principal will provide explanations and interpretations if requested.

In addition, a parent/guardian, adult or eligible student may receive a copy of any information in the pupil's records at a reasonable cost per page. School district and county office policies and procedures relating to types of records, kinds of information retained, persons responsible for maintaining pupil records, directory information, access by other persons, review, and to the challenge to content of records are available through the principal of their child's school or his/her designee. Parents/guardians may contact their child's school to review the log listing those who have requested or received information from their child's pupil records. Access to a pupil's records will only be granted to those with a legitimate educational interest.

When a student moves to a new school district, records will be forwarded upon request of the new district. At the time of transfer, the parent/guardian or an eligible student may challenge, review or receive a copy at reasonable fee of the requested records. Parents/guardians may contact the school district or county office for any policy regarding the review and expungement of pupil records.

If you believe the school district or county office is not in compliance with federal regulations regarding privacy, you may file a complaint with the Family Policy Compliance Office of the U.S. Department of Education at 400 Maryland Avenue, SW, Washington, DC 20202-5920.

The school district also makes certain student directory information available in accordance with state and federal laws. This means that each student's name, birth date, address, telephone number, email address, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards achieved, and the most recent previous public or private school attended by the student, may be released to certain specified agencies. Appropriate directory information may not be provided to any private, profit making entity other than employers, prospective employers or to representatives of the news media. Names and addresses of seniors or terminating students may be given to public or private schools and colleges. Directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and the district will not release such information without parental consent or a court order

Upon written request from the parent/guardian of a student age 17 or younger, the school district will withhold directory information about the student. (Fill out Part III of Form A to make a request.) If the student is 18 or older or enrolled in an institution of post-secondary instruction and makes a written request, the student's request to deny access to directory information will be honored. Requests should be submitted within 30 calendar days of receipt of this notification.

Directory information will not be released regarding a student identified as a "homeless child or youth" as defined in the McKinney-Vento Homeless Assistance Act, unless a parent or student accorded parental rights has provided prior written consent that the directory information may be released.

Education Code §§ 49060-49078, 51101; FERPA 20 U.S.C. § 1232g; 34 C.F.R. § 99.37.

Disclosure of Student Information Pursuant to Court Order or Subpoena:

Information concerning a student must be furnished in compliance with a court order or lawfully issued subpoena. Reasonable effort shall be made to notify the parent/guardian in advance of disclosing student information pursuant to a lawfully issued subpoena, and in the case of compliance with a court order, if lawfully possible within the requirements of the order. Education Code § 49077.

ATTENDANCE, TEMPORARY INSTRUCTION AND ENROLLMENT

Excused Absences:

No pupil will have his/her grade reduced or suffer a loss of academic credit on account of an excused absence when missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. An excused absence is defined in Education Code section 48205 as an absence:

1. Due to the pupil's illness.
2. Due to quarantine under the direction of a county or city health officer.
3. For the purpose of having medical, dental, optometrical, or chiropractic service rendered.
4. For the purpose of attending the funeral services of a member of the pupil's immediate family as defined in the Education Code, so long as the absence is not more than one day if the service is conducted in California and not more than three days if the services are conducted outside California.
5. For the purpose of jury duty in the manner provided for by law.
6. Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child for which the school shall not require a note from a doctor.
7. For justifiable personal reasons, including, but not limited to, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of the pupil's religion, attendance at religious retreats which shall not exceed four (4) hours per semester, or attendance at an employment conference, when the pupil's absence has been requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board.
8. For the purpose of serving as a member of a precinct board for an election pursuant to § 12302 of the Elections Code.
9. For the purpose of spending time with a member of the pupil's immediate family who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the superintendent of the school district.
10. For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.
11. Authorized at the discretion of a school administrator, as described in subdivision (c) of Section 48260.

A pupil with an excused absence shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefor. The teacher of any class from which a pupil is absent shall determine the tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.

Education Code §§ 48980(a), (i), 48205; Elections Code § 12302.

Absence for Religious Exercises/Instruction:

With parent/guardian written consent, a student may be excused from school in order to participate in religious exercises or instruction consistent with the limitations specified in Education Code section 46014 provided the district's Board has adopted a resolution permitting such absence and has adopted regulations governing such absences and the reporting thereof. Education Code §§ 46014, 48980(a).

Attendance Options:

California law gives parents/guardians the right to receive notification of all existing statutory attendance options and local attendance options available in the school district, including options for meeting residency requirements for school attendance, programmatic options offered within local attendance areas, and any special programmatic options available on both an interdistrict and intradistrict basis.

Parents/guardians may contact their student's school or district of residence for more information about the available statutory and local attendance options, including information regarding application procedures for alternative attendance areas or programs and district application form(s) for requesting a change of attendance, and for information regarding the appeals process, if any, when a change of attendance is denied.

Education Code § 48980(g).

Individual Instruction:

Except for pupils receiving individual instruction provided pursuant to a school district or county office-sponsored program, a pupil with a temporary disability which makes attendance in the regular day classes or alternative education program in which the pupil is enrolled impossible or inadvisable shall receive either individual instruction at home provided by the school district in which the pupil is deemed to reside, or individual instruction in a hospital or other residential health facility, excluding state hospitals, provided by the school district in which the hospital or other residential health facility is located. Education Code §§ 48206.3; 48980(b).

Residence When Hospitalized:

Notwithstanding compulsory education requirements, a pupil with a temporary disability who is in a hospital or other residential health facility, excluding a state hospital, which is located outside of the school district in which the pupil's parent/guardian resides shall be deemed to have complied with the residency requirements for school attendance in the school district in which the hospital is located. It shall be the primary responsibility of the parent/guardian of a pupil with temporary disability to notify the school district in which the pupil is deemed to reside of the pupil's presence in a qualifying hospital. Education Code §§ 48207, 48208, 48980(a).

Residence Based on Parent/Guardian Employment:

A pupil complies with the residency requirements for school attendance in a school district, if the pupil's parent or guardian resides outside the boundaries of that school district but is employed and lives with the pupil at the place of his/her employment within the boundaries of the school district for a minimum of 3 days during the school week. Education Code § 48204(a)(7).

A pupil may also be deemed a pupil having complied with the residency requirements for school attendance in a school district if at least one parent/guardian is physically employed within the boundaries of that district for a minimum of 10 hours during the school week. Education Code § 48204(b).

Students of Active Military Parent/Guardian:

A child shall be deemed to meet residency requirements for school attendance in a school district, if he or she is a student whose parent/guardian is transferred, or is pending transfer to a military installation within the state while on active military duty pursuant to an official military order, and the student's parent/guardian has provided proof of residence in the school district within 10 days after the published arrival date provided on official documentation. Education Code § 48204.3

Pupil of California Resident Parents Departed State Against their Will:

A pupil complies with the residency requirements for school attendance in a school district if his/her parent(s)/guardian(s) were residents of the state but departed against their will, and the pupil seeks admission to a school of a school district, if certain requirements are met. Education Code § 48204.4.

Attendance Where Caregiver Resides:

If your child lives in the home of a caregiving adult, as defined by law, your child may attend the school district in which that residence is located. Execution of an affidavit, under penalty of perjury, by the caregiving adult is required to determine that your child lives in the caregiver's home. Education Code § 48204(a); Family Code §§ 6550, 6552.

Intradistrict Enrollment:

Residents of a school district may apply to enroll their child in other schools within the district to attend on a space available basis. Intradistrict enrollment is not applicable to districts with only one school or with schools that do not serve any of the same grade levels. Education Code § 35160.5(b).

Interdistrict Attendance:

A pupil may attend a school in a district other than the pupil's district of residence pursuant to an interdistrict agreement. Each school district has adopted policies regarding interdistrict attendance. You may contact your student's school for an application and further information. Education Code §§ 46600 et seq.

Specific School Request:

Parents/guardians have the right to request a specific school and to receive a response. Such a request does not obligate the school to grant the request. Education Code § 51101(a)(6).

Notice of Alternative Schools:

California state law authorizes all school districts to provide for alternative schools. Section 58500 of the Education Code defines an alternative school as a school or separate class group within a school which is operated in a manner designed to:

- a. Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility and joy.
- b. Recognize that the best learning takes place when the student learns because of his desire to learn.
- c. Maintain a learning situation maximizing student self-motivation and encouraging the student in his own time to follow his own interests. These interests may result wholly or in part from a presentation by his teachers of choices of learning projects.
- d. Maximize the opportunity for teachers, parents, and students to cooperatively develop the learning process and its subject matter. This opportunity shall be a continuous, permanent process.
- e. Maximize the opportunity for the students, teachers, and parents to continuously react to the changing world, including but not limited to the community in which the school is located.

In the event any parent/guardian, pupil, or teacher is interested in further information concerning alternative schools, the county superintendent of schools, the administrative office of this district, and the principal's office in each attendance unit have copies of the law available for your information. This law particularly authorizes interested persons to request the governing board of the district to establish alternative school programs in each district. Contact the school for more information. Education Code §§ 58500; 58501.

MISCELLANEOUS**Parent Involvement:**

A parent/guardian has the right to participate as a member of a school site council, a parental advisory committee, or a site-based management leadership team in accordance with the rules governing parent membership of those organizations. A copy of the school district's policy regarding Parent Involvement is attached to this notice. Education Code § 51101(a)(14).

Volunteering Time and Resources:

Parents/guardians may volunteer their time and resources for the improvement of school facilities and programs under the supervision of district employees, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher. Although volunteer parents may assist with instruction, primary instructional responsibility shall remain with the teacher. Education Code § 51101(a)(3).

Open Campus:

A school district that has decided to permit pupils enrolled in a high school to leave the school grounds during the lunch period is not liable for the conduct or safety of any pupil during such times as the pupil has left the school grounds during the lunch period. Education Code § 44808.5.

Pupils with Exceptional Needs:

Placer County school districts are included in the Placer County Special Education Local Plan Area ("SELPA"). Pupils with exceptional needs, as defined by Education Code § 56026, have a right to a free and appropriate public education. If you believe your child is in need of special education services, contact your school principal or the Placer County Office of Education at (530) 889-8020.

Some pupils with special needs who do not qualify for special education may qualify for assistance under Section 504 of the Rehabilitation Act if he/she has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. The school district and county office have policies and procedures to identify and evaluate any student who may need assistance in his/her educational program or to provide access into district programs. Pupils or parents or others who have questions or concerns regarding the Section 504 policy may contact the school district or the county office.

Minimum Age for Admission to Kindergarten:

Districts shall admit a pupil into kindergarten at the beginning of the school year, or at a later time in the same school year, if the pupil will be 5 years of age on or before September 1 of the school year. Education Code § 48000(a).

Free or Reduced Price Meals:

Free or reduced price meals are available for needy pupils. Contact the school for eligibility information. Education Code §§ 49500 et seq.

Pregnant and Parenting Pupils:

Pregnant and parenting pupils as defined in Education Code section 46015, have rights and options available to them, including, but not limited to, the provision of parental leave and reasonable lactation accommodations on campus. Education Code §§ 222, 222.5, 46015, 48980(a).

Personal Property:

School districts and the county office are not responsible for personal property. Pupils are discouraged from bringing non-instructional items to school. Education Code § 35213.

Parent Responsibility:

Parents/guardians are liable for all damages caused by the willful misconduct of their minor children which results in the death or injury to other students, school personnel, school volunteer or school property. Education Code § 48904; Civil Code § 1714.1.

Asbestos Management Plan:

The school district has a current asbestos management plan for each school site available for inspection at the district offices during normal business hours. 40 C.F.R. § 763.93; Education Code § 49410 et seq.

Use of Pesticide Products:

Please find attached to this notice a list of pesticide products expected to be applied at school sites this year. Recipients of this notice may register with their school site if they wish to receive notification of individual pesticide applications at the school site. Education Code §§ 17612, 48980.3.

Uniform Complaint Procedures:

The school district and county office have adopted Uniform Complaint Procedures (UCP) for the filing, investigation and resolution of complaints subject to the UCP process, including those alleging unlawful discrimination, harassment, intimidation, and bullying, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics; failure to comply with specified state and/or federal laws governing educational programs, including, adult education programs, consolidated categorical aide programs, migrant education, vocational education, physical education instructional minutes (grades 1-6), child care and development programs, child nutrition programs, special education programs, course periods without educational content (grades 9-12), education of pupils in foster care and pupils who are homeless, compensatory education, and accommodations for lactating students, and pregnant and parenting students; school safety plans; failure to comply with Local Control and Accountability Plan requirements; and for unlawfully charging pupil fees. A copy of the district or county office's Uniform Complaint Procedures is enclosed with this Notice. 5 C.C.R. § 4600 et seq.; Education Code § 49013, 48853.5

Williams Uniform Complaint Procedure:

The school district and county office have adopted policies and procedures regarding complaints for deficiencies related to textbooks and instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, and teacher vacancy and misassignment. For more information regarding Williams Uniform Complaint Procedures and/or to obtain a complaint form or assistance with the process, please contact the school district or the county office. 5 C.C.R. § 4680 et seq.; Education Code § 35186.

FEDERAL REGULATIONS & ACTS**Individuals with Disabilities:**

In accordance with federal and state laws, the school district and county office will not discriminate against an individual with disabilities as far as involvement in programs and activities and in the use of facilities. If your child needs special accommodations, please contact the school district or the county office. 34 C.F.R. §§ 104.8, 106.9.

Nondiscrimination:

The school district and county office have a policy of nondiscrimination on the basis of a person's race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics, in any of its policies, practices or procedures programs or activities. The school district's and county office's nondiscrimination policy comply

with the requirements of Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 the Rehabilitation Act of 1973, the Individuals With Disabilities Education Improvement Act of 2004 and other related state and federal laws. Pupils or parents or any other individual having questions or concerns regarding these nondiscrimination and harassment policies or who may wish to file a complaint, should contact the school district or the county office. Education Code § 220; 5 C.C.R. §§ 4900 et seq.

Immigration Enforcement - "Know Your Rights":

All students have a right to a free public education, regardless of immigration status or religious beliefs. The California Attorney General's website provides "know your rights" resources for immigrant students and family members online at: <https://oag.ca.gov/immigrant>

Education Code § 234.7.

Professional Qualifications of Teachers:

At the beginning of each school year, parents/guardians may request information regarding the professional qualifications of their child's classroom teachers including, at a minimum:

- Whether the teacher has met state qualification and licensing criteria for the grade level(s) and subject area(s) in which the teacher provides instruction.
- Whether the teacher is teaching under an emergency or other provisional status through which state qualification or licensing criteria have been waived.
- Whether the teacher is teaching in the field of discipline of the certification of the teacher.
- Whether their child is provided services by paraprofessionals, and if so, their qualifications.

20 U.S.C. § 6312; 34 C.F.R. § 200.61.

Access by Military Recruiters:

Military recruiters will have access to all secondary pupils' names, addresses and phone listings unless a parent/guardian requests that such information not be released without the prior written consent of the parent/guardian. 10 U.S.C. § 503; 20 U.S.C. § 7908.

Model Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA):

PPRA affords parents/guardians of elementary and secondary students certain rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include, but are not limited to, the right to:

- Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED):
 1. Political affiliations or beliefs of the student or student's parent;
 2. Mental or psychological problems of the student or student's family;
 3. Sex behavior or attitudes;
 4. Illegal, anti-social, self-incriminating, or demeaning behavior;
 5. Critical appraisals of others with whom respondents have close family relationships;
 6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
 7. Religious practices, affiliations, or beliefs of the student or student's parent; or
 8. Income, other than as required by law to determine program eligibility.
- Receive notice and an opportunity to opt a student out of:
 1. Any other protected information survey, regardless of funding;
 2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
 3. Activities involving collection, disclosure, or use of personal information collected from students for marketing or to sell or otherwise distribute the information to others. (This does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions.)

- Inspect, upon request and before administration or use:
 1. Protected information surveys of students and surveys created by a third party;
 2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
 3. Instructional material used as part of the educational curriculum.

These rights transfer from the parents to a student who is 18 years old or an emancipated minor under State law. Board policies regarding these rights may be obtained from the school district or county office.

Parents/guardians who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-5920

20 U.S.C. § 1232h.

UNIFORM COMPLAINT PROCEDURES

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

Complaints Subject to UCP

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

1. Any complaint alleging district violation of applicable state or federal law or regulations governing any program subject to the UCP which is offered by the district, including adult education programs; After School Education and Safety programs; agricultural career technical education, federal career technical education; child care and development programs; child nutrition programs, compensatory education, consolidated categorical aide programs, the federal Every Student Succeeds Act; migrant education, Regional Occupational Centers and Programs; school safety plans; California State Preschool Programs; and any other district-implemented state categorical program that any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6200 - Adult Education)

2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, or parental status, physical or mental disability, medical condition, sex,

UNIFORM COMPLAINT PROCEDURES (continued)

sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610).

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 – Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)
5. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)
(cf. 3320 - Claims and Actions Against the District)

6. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 – Budget)

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

(cf. 0420 - School Plans/Site Councils)

UNIFORM COMPLAINT PROCEDURES (continued)

8. Any complaint, by or on behalf of any student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

9. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.2 – Education of Children of Military Families)

(cf. 6173.3 – Education for Juvenile Court School Students)

10. Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)
11. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

12. Any complaint alleging district noncompliance with the physical education instructional minutes requirement (Education Code 51210, 51222, 51223)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 6142.7 - Physical Education and Activity)

13. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations (Education Code 8235.5; Health and Safety Code 1596.7925)
14. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
15. Any other complaint as specified in district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is agreeable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant and/or the subject of the complaint if different from the complainant, confidential when appropriate as long as the integrity of the complaint process is maintained.

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

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall maintain records of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.

(cf. 5141.4 – Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*
8200-8498 *Child care and development programs*
8500-8538 *Adult basic education*
18100-18203 *School libraries*
32289 *School safety plan, uniform complaint procedures*
35186 *Williams uniform complaint procedures*
46015 *Parental leave for students*
48853-48853.5 *Foster youth*
48985 *Notices in language other than English*
49010-49013 *Student fees*
49060-49079 *Student records, especially:*
49069.5 *Records of foster youth*
49490-49590 *Child nutrition programs*
49701 *Interstate Compact on Educational Opportunity for Military Children*
51210 *Courses of study grades 1-6*
51222 *Physical education, secondary schools*
51223 *Physical education, elementary schools*
51225.1-51225.2 *Foster youth and homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements*
51226-51226.1 *Career technical education*
51228.1-51228.3 *Course periods without educational content*
52060-52077 *Local control and accountability plan, especially*
52075 *Complaint for lack of compliance with local control and accountability plan requirements*
52300-52490 *Career technical education*
52500-52616.24 *Adult schools*
54400-54425 *Compensatory education programs*
54440-54445 *Migrant education*
54460-54529 *Compensatory education programs*
59000-59300 *Special schools and centers*
64000-64001 *Consolidated application process; school plan for student achievement*
65000-65001 *School site councils*

GOVERNMENT CODE

11135 *Nondiscrimination in programs or activities funded by state*
12900-12996 *Fair Employment and Housing Act*

HEALTH AND SAFETY CODE

1596.792 *California Child Day Care Act; general provisions and definitions*
1596.7925 *California Child Day Care Act; health and safety regulations*

PENAL CODE

422.55 *Hate crime; definition*
422.6 *Interference with constitutional right or privilege*

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6576 Title I Improving the Academic Achievement of the Disadvantaged

6801-7014 Title III language instruction for limited English proficient and immigrant students

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

12101-12213 Title II equal opportunity for individuals with disabilities

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Uniform Complaint Procedure 2020-21 Program Instrument

Sample UCP Board Policies and Procedures

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

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

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

Family Policy Compliance Office: <https://www2.ed.gov/policy/gen/guid/fpcr>

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

U.S. Department of Justice: <http://www.justice.gov>

Policy

WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007

Lincoln, California

revised: November 5, 2013, February 17, 2015; October 20, 2015; April 19, 2016; August 15, 2017, May 1, 2018; May 21, 2019, September 1, 2020

UNIFORM COMPLAINT PROCEDURES

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

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

Compliance Officers

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

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

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

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

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

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

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

Notifications

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

In addition, the Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures (UCP) to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The notice shall include:

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

UNIFORM COMPLAINT PROCEDURES (continued)

2. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3260 - Fees and Charges)

3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred
5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

(cf. 6175 - Migrant Education Program)

6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints
7. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision
9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable
10. A statement that copies of the district's UCP are available free of charge

UNIFORM COMPLAINT PROCEDURES (continued)

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

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

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

Filing of Complaint

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

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

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

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

UNIFORM COMPLAINT PROCEDURES (continued)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a persons who alleges that they have personally suffered unlawful discrimination or who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the compliant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

If the mediation process does not resolve the problem within the parameters of the law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

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

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

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

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

A complainant's refusal to provide the district's investigator with documents, or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation,

UNIFORM COMPLAINT PROCEDURES (continued)

or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Final Decision

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.

(cf. 9321 - Closed Session)

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

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

Final Written Decision

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

- b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
- 2. The conclusion(s) of law
 - 3. Disposition of the complaint
 - 4. Rationale for such disposition

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

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

- a. The manner in which the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
- 5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

UNIFORM COMPLAINT PROCEDURES (continued)

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

- a. The corrective actions imposed on the respondent
 - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

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

(cf. 5137 – Positive School Climate)

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

1. Counseling
- (cf. 6164.2 – Guidance/Counseling Services)*
2. Academic support
 3. Health services
 4. Assignment of an escort to allow the victim to move safely about campus
 5. Information regarding available resources and how to report similar incidents or retaliation
 6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
 7. Restorative justice
 8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

UNIFORM COMPLAINT PROCEDURES (continued)

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

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(cf. 6164.5 – Student Success Teams)

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

(cf. 6145 – Extracurricular and Cocurricular Activities)

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

(cf. 5144 – Discipline)

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

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 52075)

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

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing to the CDE within 15 calendar days of receiving the district's decision. (5 CCR 4632)

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

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

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

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator

UNIFORM COMPLAINT PROCEDURES (continued)

5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Health and Safety Complaints in California State Preschool Program

In each license-exempt CSPP classroom, a notice shall be posted notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. (Education Code 8235.5)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint and shall contain a space to indicate whether the complainant desires a response to the complaint. If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. (Education Code 8235.5)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall report the resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting. (Education Code 8235.5)

A complainant may file a written appeal of the district's decision to CDE in accordance with 5 CCR 4632. (Education Code 8235.5)

Any such appeal shall be filed within 30 days of receiving the decision.

UNIFORM COMPLAINT PROCEDURES (continued)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools.

Regulation

WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: March 2008

Lincoln, California

revised: Nov. 5, 2013, Feb. 17, 2015, Oct. 20, 2015, April 19, 2016, August 15, 2017,
May 1, 2018, May 7, 2019, September 1, 2020

All Personnel

BP 4119.21(a)
4219.21
4319.21

PROFESSIONAL STANDARDS

The Board of Trustees expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhance the integrity of the district, advance the goals of the district's educational programs, and contribute to a positive school climate.

(cf. 0200 – Goals for the School District)
(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)
(cf. 5131 - Conduct)
(cf. 5137 - Positive School Climate)

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

(cf. 2111 - Superintendent Governance Standards)
(cf. 9005 - Governance Standards)

Each employee is expected to acquire the knowledge and skills necessary to fulfill his/her responsibilities and to contribute to the learning and achievement of district students.

(cf. 4112.2 - Certification)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Inappropriate Conduct

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.7 – Firearms on School Grounds)
(cf. 4158/4258/4358 - Employee Security)

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

PROFESSIONAL STANDARDS (continued)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

(cf. 3515.2 - Disruptions)

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 4020 - Drug and Alcohol Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsification information in employment records or other school records
10. Divulging confidential information about students, district employees, or district operations to persons not authorized to receive the information

(cf. 3580 - District Records)

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

(cf. 5125 - Student Records)

PROFESSIONAL STANDARDS (continued)

(cf. 5125.1 - Release of Directory Information)

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

(cf. 4040 - Employee Use of Technology)

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district
14. Wearing inappropriate attire

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

Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. 4117.7/4317.7 - Employment Status Reports)

BP 4119.21(d)
4219.21
4319.21

PROFESSIONAL STANDARDS (continued)

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

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

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Notifications

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

Legal Reference: (see next page)

BP 4119.21(e)
4219.21
4319.21

PROFESSIONAL STANDARDS (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

44050 Employee code of conduct; interaction with students

44242.5 Reports and review of alleged misconduct

48980 Parental notifications

PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80303 Reports of dismissal, resignation and other terminations for alleged misconduct

80331-80338 Rules of conduct for professional educators

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Educational Leaders, February 2014

California Standards for the Teaching Profession, 2009

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Professional Standards for Educational Leaders, 2015

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

WESTED PUBLICATIONS

Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003

WEB SITES

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

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

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

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

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

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Council of Chief State School Officers: <http://www.ccsso.org>

Wested: <http://www.wested.org>

Policy

adopted: September 4, 2007

revised: February 21, 2012

revised: September 1, 2015

revised: October 16, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

SEXUAL HARASSMENT

The Board of Trustees is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against persons who reports, files a complaint or testifies about, or otherwise supports a complaint in alleging sexual harassment.

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who have experienced off-campus sexual harassment that has continuing effect on campus to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

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

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

SEXUAL HARASSMENT (continued)

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed instances of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 – Discipline)

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

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

SEXUAL HARASSMENT (continued)

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreements.

(cf. 4117.7 - Employment Status Report)
(cf. 4118 – Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in district schools.

(cf. 3580 – District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 Notice at beginning of term
48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX 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

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference: (continued)

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) 118 S. Ct. 1989

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Nonconforming Students, Policy Brief, February 2014

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

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

Q&A on Campus Sexual Misconduct, September 2017

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

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

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

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

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

Policy

adopted: September 4, 2007

revised: June 21, 2011

revised: October 7, 2014

revised: August 4, 2015

revised: December 20, 2016

revised: November 17, 2020

revised: May 4, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

PARENT INVOLVEMENT

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

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1230 - School-Connected Organizations)
(cf. 1240 - Volunteer Assistance)
(cf. 1250 - Visitors/Outsiders)

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

(cf. 5020 - Parent Rights and Responsibilities)

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

(cf. 0460 - Local Control and Accountability Plan)

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

(cf. 0500 - Accountability)

Title I Schools

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

PARENT INVOLVEMENT (continued)

(cf. 6171 - Title I Programs)

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

(cf. 3100 - Budget)

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

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

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

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

PARENT INVOLVEMENT (continued)

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

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

(cf. 5145.6 - Parental Notifications)

Non-Title I Schools

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

Legal Reference: (see next page)

PARENT INVOLVEMENT (continued)

Legal Reference:

EDUCATION CODE

11500-11505 Programs to encourage parent involvement

48985 Notices in languages other than English

51101 Parent rights and responsibilities

52060-52077 Local control and accountability plan

54444.1-54444.2 Parent advisory councils, services to migrant children

56190-56194 Community advisory committee, special education

64001 Single plan for student achievement

LABOR CODE

230.8 Time off to visit child's school

CODE OF REGULATIONS, TITLE 5

18275 Child care and development programs, parent involvement and education

UNITED STATES CODE, TITLE 20

6311 State plan

6312 Local educational agency plan

6314 Schoolwide programs

6318 Parent and family engagement

6631 Teacher and school leader incentive program, purposes and definitions

7241-7246 Family engagement in education programs

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Communications

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

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

WEB SITES

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

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

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

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

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

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

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

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

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

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

Policy
adopted: September 4, 2007
revised: February 6, 2018
revised: November 17, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

STUDENT USE OF TECHNOLOGY

The Board of Trustees intends that technological resources provided by the district be used in a safe and responsible and proper manner in support of the instructional program and for the advancement of student learning. All student using these resources shall receive instruction in their proper and appropriate use.

(cf. 0440 - District Technology Plan)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4040 - Employee Use of Technology)
(cf. 6163.1 - Library Media Centers)

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, as well as consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Before a student is authorized to use district technology, the student and his/her parent/guardian shall sign and return an Acceptable Use Agreement. In that agreement, the student and his/her parent/guardian shall agree to not hold the district or any district staff responsible for the failure of any technology protection measures, or users' mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

(cf. 6162.6 - Use of Copyrighted Materials)

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and

STUDENT USE OF TECHNOLOGY (continued)

objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

(cf. 5145.12 - Search and Seizure)

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and BP/AR 5125 - Student Records.

(cf. 5125 - Student Records)

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5144 - Discipline)

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

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

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using district technology and to help ensure that the district adapts to changing technologies and circumstances.

Internet Safety

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777; 47 USC 254; 47 CFR 54.520)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

STUDENT USE OF TECHNOLOGY (continued)

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

2. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking"
3. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Legal Reference: (see next page)

STUDENT USE OF TECHNOLOGY (continued)

Legal Reference:

EDUCATION CODE

49073.6 Student records; social media

51006 Computer education and resources

51007 Programs to strengthen technological skills

60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

635.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, No Child Left Behind Act, Title II, Part D, especially:

6777 Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's online privacy protection

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

COURT DECISIONS

New Jersey v. T.L.O., (1985) 469 U.S. 325

Management Resources:

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

WEB SITES

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

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

Center for Safe and Responsible Internet Use : <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

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

STUDENT USE OF TECHNOLOGY**ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY (STUDENTS)**

The Western Placer Unified School District authorizes students to use technology owned or otherwise provided by the district as necessary for instructional purposes. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all students to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

Each student who is authorized to use district technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Student Obligations and Responsibilities

Students are expected to use district technology safely, responsibly, and for educational purposes only. The student in whose name district technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Students are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying")

STUDENT USE OF TECHNOLOGY (continued)

3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights
5. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission from a teacher or other district personnel, changing settings on shared computers)
6. Install unauthorized software
7. "Hack" into the system to manipulate data of the district or other users
8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice

Privacy

Since the use of district technology is intended for educational purposes, students shall not have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of district technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by a student on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If a student uses a personally owned device to access district technology, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Reporting

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the teacher or other district personnel.

STUDENT USE OF TECHNOLOGY (continued)**Consequences for Violation**

Violations of the law, Board policy, or this agreement may result in revocation of a student's access to district technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Student Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Name: _____ Grade: _____
(Please print)

School: _____

Signature: _____ Date: _____

Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and sign the agreement.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use district technology and/or to access the school's computer network and the Internet. I understand that, despite the district's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, district, and district personnel against all claims, damages, and costs that may result from my child's use of district technology or the failure of any technology protection measures used by the district. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting.

Name: _____ Date: _____
(Please print)

Signature: _____



You can ENROLL in school!

Even if you have:

- Uncertain housing
- A temporary address
- No permanent physical address

You are guaranteed enrollment in school by the federal McKinney-Vento Act and California state law if you live:

- In a house or apartment with more than one family due to loss of housing or economic hardship
- With friends or family because you are a runaway or an unaccompanied youth
- In substandard housing (without electricity, water, or heat)
- In a shelter (family, domestic violence, or youth shelter or transitional living program)
- In a motel, hotel, or weekly rate housing
- In an abandoned building, in a car, at a campground, or on the streets

You can enroll in school immediately even without the documents normally required for enrollment, such as:

- Proof of residency
- Immunization records or other required health records
- School records
- Legal guardianship papers

Your child may:

- Participate fully in all school activities and programs for which he/she is eligible.
- Receive transportation to and from the school of origin if you request it.
- Continue to attend the school in which he/she was last enrolled even if you have moved away from that school's attendance area.
- Qualify automatically for school nutrition programs.

Your responsibilities are to:

- Make sure your child gets to school on time and ready to learn.
- Stay informed of school rules, regulations, and activities.
- Contact the homeless liaison for assistance in removing barriers to your child's education.
- Attend parent/teacher conferences, Back-to-School Nights, and other school-related activities.

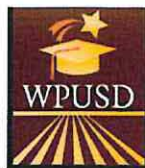
For questions about enrolling in school or for assistance with school enrollment, contact:

- Your local school district homeless liaison:

Please contact your county liaison for assistance and connection with your local school district liaison.
Chuck Whitecotton
916-645-6395

- Your county homeless liaison:
Alicia Rozum
Coordinator Categorical
Programs & Student Support
360 Nevada Street
Auburn, CA 95603
(530) 745-1434

- Your homeless state coordinator:
Leanne Wheeler
State Coordinator
California Department of Education
1430 N Street, Suite 6408
Sacramento, CA 95814
Phone: 1-866-856-8214



WESTERN PLACER UNIFIED SCHOOL DISTRICT

2021-22 Student/Teacher Calendar

DATES TO REMEMBER:

- First Day of School for Students August 19th
- Last Day of School for Students June 10th

New Teacher Day August 13th
 Site/Teacher Day (1/2 Site 1/2 Teacher) August 16th
 Certificated PD/Collab. Day August 17th
 Teacher Day August 18th

District Staff Dev. Day November 1st

Public Safety Days (PS) * April 8th & 18th

SCHOOL NOT IN SESSION:

Independence Day July 4th
 Labor Day Sept. 6th
 Non ADA Days Aug. 16-18, Oct. 8, Nov. 1 & Nov. 12, Feb. 18, Mar. 18

Veterans Day Nov. 11th
 Thanksgiving Break Nov. 22nd-26th
 Winter Break Dec. 20th - Dec. 31st
 Martin Luther King, Jr. Day Jan. 17th
 President's Day Feb. 21st

Spring Break Apr. 11th-15th
 Memorial Day May 30th

PUPIL DAYS

August = 9 February = 18
 September = 21 March = 22
 October = 20 April = 14
 November = 14 May = 21
 December = 13 June = 8
 January = 20 **TOTAL PUPIL DAYS = 180**

TOTAL TEACHER DAYS = 184

- First Quarter Ends (MS/HS) - October 15th
- First Trimester Ends (Elem) - November 5th
- First Semester Ends (MS/HS) - December 17th
- Second Trimester Ends (Elem) - February 25th
- Third Quarter Ends (MS/HS) - March 17th
- Second/Third Trimester Ends - June 10th

Early Release Days: ■

November 15-19, 2021 Early Release for K-8 ONLY

December 13-17, 2021 Early Release for K-12

June 6-10, 2022 Early Release for K-12

(Early release time—see school schedules)

** PS Days will be non student and non teacher work days unless they are needed as make-up days for prior Public Safety closures (smoke, power outage, etc.)*

Adopted: December 17, 2019

JULY 2021				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
AUGUST 2021				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
SEPTEMBER 2021				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
OCTOBER 2021				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
NOVEMBER 2021				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
DECEMBER 2021				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JANUARY 2022				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
FEBRUARY 2022				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				
MARCH 2022				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
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JUNE 2022				
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Uniform Complaint Procedures (UCP) Annual Notice 2021-2022

The *Western Placer Unified School District* annually notifies our students, employees, parents or guardians of its students, the district advisory committee, school advisory committees, appropriate private school officials, and other interested parties of our Uniform Complaint Procedures (UCP) process.

The UCP Annual Notice is available on our website as a part of our annual parent packet.

We are primarily responsible for compliance with federal and state laws and regulations, including those related to unlawful discrimination, harassment, intimidation or bullying against any protected group, and all programs and activities that are subject to the UCP.

Programs and Activities Subject to the UCP

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career Technical and Technical Education and Career Technical and Technical Training Programs
- Child Care and Development Programs
- Compensatory Education
- Consolidated Categorical Aid Programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under sections 200 and 220 and Section 11135 of the Government Code, including any actual or perceived characteristic as set forth in Section 422.55 of the Penal Code, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district

- Every Student Succeeds Act
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

Filing a UCP Complaint

A UCP complaint shall be filed no later than one year from the date the alleged violation occurred.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that was adopted by our agency.

A pupil enrolled in any of our public schools shall not be required to pay a pupil fee for participation in an educational activity.

A pupil fee complaint may be filed with the principal of a school or our superintendent or their designee.

A pupil fee or LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complainant provides evidence or information leading to evidence to support an allegation of noncompliance.

Responsibilities of the Western Placer Unified School District

We shall post a standardized notice, in addition to this notice, with educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district.

We advise complainants of the opportunity to appeal an Investigation Report of complaints regarding programs within the scope of the UCP to the Department of Education (CDE).

We advise complainants of civil law remedies, including injunctions, restraining orders, or other remedies or orders that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable.

Copies of our UCP procedures shall be available free of charge.

**For UCP Complaints Regarding State Preschool Health and Safety Issues
Pursuant to Section 1596.7925 of the California *Health and Safety Code* (HSC)**

In order to identify appropriate subjects of state preschool health and safety issues pursuant to Section 1596.7925 of the California *Health and Safety Code* (HSC) a notice shall be posted in each California state preschool program classroom in each school in our agency.

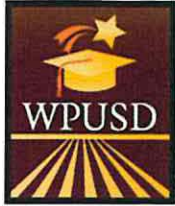
The notice is in addition to this UCP annual notice and addresses parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the California *Code of Regulations* (5 CCR) that apply to California state preschool programs pursuant to HSC Section 1596.7925, and (2) the location at which to obtain a form to file a complaint.

Contact Information

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

Cliff DeGraw
Assistant Superintendent of Personnel
600 Sixth Street, Suite 400, Lincoln, CA 95648
916-645-6350
cdegrow@wpusd.org

The above contact is knowledgeable about the laws and programs that they are assigned to investigate in Western Placer Unified School District



WESTERN PLACER
UNIFIED SCHOOL DISTRICT

Nondiscrimination Statement

2021-2022

The Western Placer Unified School District considers applicants for all positions without regard to actual or perceived age, ancestry, gender, gender identity, gender expression, genetic information, marital status, medical condition, military or veteran status, political affiliation or activity, status as a victim of domestic violence, assault, or stalking, sexual orientation, or association or any other legally protected status.

No person shall be denied employment solely because of any impairment which is unrelated to the ability to engage in activities involved in the position(s) or program for which the application has been made. It is the responsibility of the applicant to notify the employer of any necessary modifications to the job or work site in order to determine whether the employer can reasonably accommodate any known disability.

The Western Placer Unified School District maintains a tobacco-free, drug-free environment.

For concerns or complaints, please call Equity/Title IX Coordinator for Employees:

Cliff De Graw, Assistant Superintendent of Personnel Services
600 6th Street, Suite 400
Lincoln, CA 95648
(916)645-5293
cdegrow@wpusd.org

**THE WESTERN PLACER UNIFIED SCHOOL DISTRICT IS AN EQUAL
OPPORTUNITY EMPLOYER**

Western Placer Unified School District
Annual Parent Notice
Available Language Programs and Language Acquisition Programs

Western Placer Unified offers the following language and language acquisition programs for student enrollment. Parents/Guardians may choose a language acquisition program that best suits their child (*EC* Section 310[a]).

- **Structured English Immersion (SEI) Program:** A language acquisition program for English learners in which nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for pupils who are learning English. At minimum, students are offered ELD and access to grade level academic subject matter content. *Education Code (EC)* sections 305(a)(2) and 306(c)(3).
- **Dual-Language Immersion (DLI) Program (English/Spanish) – K/1 only** A language acquisition program for English learners and native English speakers that provides language learning and academic instruction for native speakers of English and native speakers of Spanish, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. *EC* Section 306(c)(1).

How to Enroll Your Child in a Language Acquisition Program:

All students who qualify as English Learners will receive Structured English Immersion (SEI).

For parents or legal guardians interested in enrolling their kindergarten-aged child in our Dual-Language Immersion (DLI) program:

The registration process for the next school year begins in approximately February, 2022. All updated information regarding the registration process will be available on the following webpage:

<https://www.wpusd.org/in-our-schools/enrollment/new-student-registration>

If you have questions about our dual-language immersion program, please contact Kerry Callahan, Deputy Superintendent of Educational Services, at 916-645-6350 or kcallahan@wpusd.org.

How to Request the Establishment of a New Program at a School:

Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (*EC* Section 310[a].)

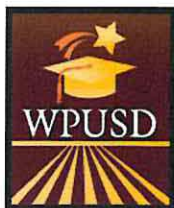
For parents or legal guardians interested in requesting the district offer a new language acquisition program, please submit a written request to the office of your child's school.

About Language Acquisition Programs and Language Programs

Program Type	Characteristics
Language Acquisition Program (English Learners)	<p>The California Code of Regulations section 11309 requires that any language acquisition program provided by a school, district, or county shall:</p> <ul style="list-style-type: none"> • Be designed using evidence-based research and include both Designated and Integrated English Language Development; • Be allocated sufficient resources by the local educational agency (LEA) to be effectively implemented, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent and community engagement to support the proposed program goals; and • Within a reasonable period of time, lead to: <ul style="list-style-type: none"> ✓ Grade-level proficiency in English, and, when the program model includes instruction in another language, proficiency in that other language; and ✓ Achievement of the state-adopted academic content standards in English, and, when the program model includes instruction in another language, achievement of the state-adopted academic content standards in that other language.
Language Program (non-English Learners)	<ul style="list-style-type: none"> • Language programs offer students who are not English learners opportunities to be instructed in languages other than English • May lead to proficiency in languages other than English

Parent and Community Engagement

Parents may provide input regarding language and language acquisition programs in the LEA or to be considered in the LEA during the development of the Local Control and Accountability Plan (EC Section 52062.) If interested in a different program from those listed above, please contact Kathleen Leehane, Director of Supplemental Programs and Accountability, to ask about the process. (Phone: 916-645-6350/email: kleeane@wpusd.org)



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth St, Suite 400, Lincoln CA 95648
Ph:(916)645-6350 • Fax: (916)645-6356

Board of Trustees:

Kris Wyatt
Damian Armitage
Brian Haley
Criste Freymond
Jason Price

Superintendent:

Kerry Callahan

RE: SARB

Dear Parent/Guardian:

The Western Placer Unified School district is dedicated to academic achievement and success for all students. Regular attendance is an integral part of that success. Many parents are unaware that going "out of town" with their children during school is an unexcused absence, as are most "family emergencies". In both cases, planning ahead can avoid unexcused absences and possible actions by the District School Attendance Review Board (SARB).

State law states that absences are excused only if the child is ill, has a medical appointment, is under quarantine, or there is a death/funeral in the immediate family (1 – 3-day limit). All other absences are unexcused. If your child has three unexcused absences and/or tardies, he/she will be considered truant.

The procedures for dealing with truancy issues in the district are as follows:

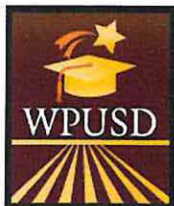
- **First Notification of Truancy or Excessive Absence** letter is mailed to parents on the 3rd unexcused absence.
- **Second Notification of Truancy or Excessive Absence** letter is mailed to parents on the 4th unexcused absence.
 - School administration will meet with parents and student in an attempt to resolve the attendance problem.
- **Third Notification of Truancy or Excessive Absence** letter is mailed to parents on the 5th unexcused absence.
- **Notification of Habitual Truancy** letter is mailed to the parents on the 6th unexcused absence.
- Upon issuance of the 4th (Notification of Habitual Truancy) letter, a referral will be made to the District Welfare & Attendance Officer. At this time, a SARB meeting will be scheduled with the parents and the student.
- During the SARB meeting, the goal is to identify a solution or appropriate resources for resolving the student's attendance problem. At this point, the student will be placed on an Attendance Contract, which will be in force for the remainder of the year and for the following year.
- Violation of the Attendance Contract may result in the student being referred to the Placer County Community School and/or fines upon the parent/guardian.

Student and parents must understand that school attendance is not a matter of choice but is a mandate. The district's goal is to assist students and families in alleviating the factors that interfere with their compliance with this matter, and to insure a successful educational program.

Please work with your school administration to remedy any early attendance issues which arise in the new school year.

Most sincerely,

Scott Pickett
Assistant Superintendent, Educational Services



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth St, Suite 400, Lincoln CA 95648
Ph:(916)645-6350 • Fax: (916)645-6356

Board of Trustees:

Kris Wyatt
Damian Armitage
Brian Haley
Criste Freymond
Jason Price

Superintendent:

Kerry Callahan

RE: ATTENDANCE

Dear Parent/Guardian:

Your child's education is extremely important to all of us. We know that you recognize the importance of developing strong attendance habits and that you value your child's education as one of the critical building blocks to ensuring his/her successful future. We likewise value your child's education, and wish to do everything that we can to ensure that your child is successful for the coming school year.

Western Placer Unified School District has an admirable attendance rate – 95.5%. However, hidden within that positive bit of information is the fact that some of our students are not attending school regularly. When a student misses more than 9 – 10 days a school year, s/he is considered to be chronically absent. When a student is absent, s/he misses the instruction that is taking place and is at risk of having incomplete areas of learning. A tardy of more than 30 minutes is considered an absence.

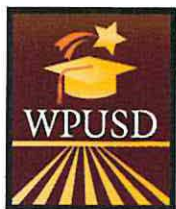
In addition to the impact of absences on student learning, there is also a fiscal impact. Last year, our district lost over \$1 million in state funding due to student absences. This is funding that cannot be made up. Whether a student is absent for illness, vacation, family business or other reason, the state does not reimburse the district for the cost of educating that student for that day of absence.

We understand that illness and mishaps do occur and that there are days that a student cannot and should not attend school. However, we are asking our families to make every effort this year to have your children at school whenever possible. We encourage you to schedule family vacations and special events on non-school days to prevent absences from occurring. If your child has a chronic health problem, please make sure to contact your building principal and ask to communicate with one of our District Nurses to develop a Health Plan. **We will again be communicating with families this year when a child reaches the point of having 5, 10 and 14 excused absences for illness, to highlight the importance of regular school attendance. (This includes tardies of greater than 30 minutes.)** We will also be enforcing Education Code 48260 requirements regarding unexcused absences and truancy. (See additional SARB letter enclosed). A student who is absent from school without a valid excuse for three days or tardy in excess of thirty minutes or more on three or more days in one school year is considered to be truant. Such a situation would activate the Placer County Office of Education and WPUSD School Attendance Review Board (SARB) processes.

Thank you for your support of your child's education. We look forward to our continued partnership of providing the best education possible to your child.

Most sincerely,

Scott Pickett
Assistant Superintendent, Educational Services



WESTERN PLACER
UNIFIED SCHOOL DISTRICT

Access to Mental Health Services

2021-2022

Students may feel anxious, stressed, worried, sad, bored, depressed, lonely or frustrated. Western Placer School District provides resources for students to manage overwhelming feelings, including hotlines for immediate support should a student be a danger to self or others.

Each school site has a continuum of mental health services for students through their School Psychologist, Counselors, District Mental Health Specialist, and/or Wellness Together. Additionally, the district provides resources for parents and students to access should a student be a danger to self or others. Information for accessing mental health services are on our district and school websites. A link to the district website is below.

<https://www.wpusd.org/our-district/initiatives/covid-19/mental-health-resources>

On the website, there is access to our online referral form for students in need of mental health services. This form is ONLY for students that are NOT in immediate crisis. The referral will be processed and the student contacted by the next school day.

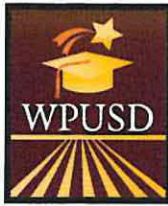
Should a student need immediate support, the following hotlines are available. These are also posted on our district and school websites.

[Suicide Prevention Hotline at 800-273-8255](tel:8002738255)

[Teen Line open evenings \(6-10pm\) 1-800-852-8336](tel:18008528336)

[Text HOME to 741741 to connect with Crisis Counselor –FREE 24/7](tel:741741)

[For medical or psychiatric emergency, please call 911 or take your child to nearest hospital](#)



Western Placer Unified School District Letter to Parents Regarding Student Fees

Dear WPUSD Parent/Guardian:

The California Constitution requires that public education be provided to students free of charge, unless a charge is specifically authorized by law for a particular program or activity. Therefore, the Western Placer Unified School District may not charge fees for school programs and extracurricular activities, except for those programs or activities where a fee is specifically authorized by law.

The law does allow school districts to request voluntary donations and engage in fundraising to support school programs and activities. These donations and fundraising contributions are voluntary, and all students will be allowed to participate in school activities and extracurricular activities regardless of whether the parent or legal guardian makes a donation or contribution.

The fees, charges, and deposits that are legally authorized by law are as follows:

- Charges for optional attendance as a spectator at a school or District sponsored activity.¹
- Charges for food served to students, subject to free and reduced price meal program eligibility and other restrictions specified in law.²
- Paying the replacement cost for District books or supplies loaned to a student that the student fails to return, or that is willfully cut, defaced or otherwise injured, up to an amount not to exceed \$10,000.³
- Fees for field trips and excursions in connection with courses of instruction or school related social, educational, cultural, athletic, or school band activities, as long as no student is prevented from making the field trip or excursion because of lack of sufficient funds.⁴
- Medical or hospital insurance for field trips that is made available by the school district.⁵
- Charges for required medical and accident insurance for athletic team members, so long as there is a waiver for financial hardship.⁶
- Charges for standardized physical education attire of a particular color and design, but the school may not mandate that the attire be purchased from the school and no physical education grade of a student may be impacted based on the failure to wear standardized apparel "arising from circumstances beyond the control" of the student.⁷
- Charging for the parking of vehicles on school grounds.⁸
- Charges for the rental or lease of personal property needed for District purposes, such as caps and gowns for graduation ceremonies.⁹
- Fees for school camp programs, so long as no student is denied the opportunity to participate because of nonpayment of the fee.¹⁰
- Reimbursement for the direct cost of materials provided to a student for property the student has fabricated from such materials for his/her own possession and use, such as wood shop, art, or sewing projects kept by the student.¹¹
- Reimbursement for the actual cost of duplicating public records, student records, or a prospectus of the school curriculum.¹²

- Fees for transportation to and from school and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and provided there is a waiver provision based on financial need.¹³
- Fees for transportation of pupils to places of summer employment.¹⁴
- Tuition fees charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state.¹⁵
- Tuition fees collected from foreign students attending a District school pursuant to an F-1 visa, equal to the full unsubsidized per capita cost of providing education during the period of attendance.¹⁶
- Fees for an optional fingerprinting program for kindergarten or other newly enrolled students, if the fee does not exceed the actual costs associated with the program.¹⁷
- Fees for community classes in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the community classes.¹⁸
- Deposits for band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries.¹⁹
- Charges for eye safety devices, at a price not to exceed the district's actual costs, in specified courses or activities in which students are engaged in, or are observing, an activity or the use of hazardous substances likely to cause injury to the eyes.²⁰

Our schools may engage in fundraising activities, request donations, and/or coordinate the efforts of community service groups to attempt to raise funds to support the expenses in order to continue these programs. We ask for your continued support of these programs for our students.

If you have any questions, please do not hesitate to contact your school site principal.

Sincerely,



Scott Pickett
Assistant Superintendent Educational Services

¹ 35 Cal.3d 899, 911, n.14 (1984)

² Ed Code 38082 and 38084

³ Ed Code 48904

⁴ Ed Code 35330

⁵ Ed Code 35331

⁶ Ed Code 32221

⁷ Ed Code 49066(c)

⁸ Vehicle Code 2113

⁹ Ed Code 38119

¹⁰ Ed Code 35335

¹¹ Ed Code 17551

¹² Government Code 6253; Ed Code 49091.14

¹³ Ed Code 39807.5

¹⁴ Ed Code 39837

¹⁵ Ed Code 48050-52

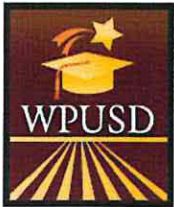
¹⁶ 8 U.S.C. 1184 (m)(l)

¹⁷ Ed Code 32390

¹⁸ Ed Code 51810 and 51815

¹⁹ Ed Code 38120

²⁰ Ed Code 32033



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth St, Suite 400, Lincoln CA 95648
Ph: (916) 645-6350 • Fax: (916) 645-6356

Board of Trustees: Kris Wyatt
Damian Armitage
Brian Haley
Criste Freymond
Jason Price

Superintendent: Kerry Callahan

August 1, 2021

RE: Healthy School Act of 2000
Annual Notification Pursuant to Education Code Section 17612

Dear Parents/Guardians and Staff Members;

On September 25, 2000, Governor Davis approved Assembly bill 2260, which established the Healthy Schools Act of 2000. The Healthy Schools Act of 2000 requires that the Western Placer Unified School District annually provide notification to all staff and parents/guardians of the names of certain pesticide & herbicide products that may be applied at the school sites within the district during the upcoming year. Attached is the list of the pesticide and herbicide products that the District may use during the 2021-22 school year.

Information concerning any identified pesticide product or any active ingredients in the identified pesticide products may be obtained from the Department of Pesticide Regulation at (916) 445-4400; <https://calpip.cdpr.ca.gov/main.cfm>. If you desire notification of the pesticide applications at your school site prior to their use, contract your school office to register for such notifications. Registrants shall receive notification of individual pesticide applications at least 72 hours prior to the application, whenever possible. Such notification will include the product name, active ingredient(s) and the intended date of application. The school site integrated pest management plan can be found at each school site office or on our School District website; <https://www.wpusd.org/departments/administrative-services/maintenance-operations>

If you have any questions regarding this issue, please contact the Maintenance & Operations Department at (916) 434-5000.

Sincerely,

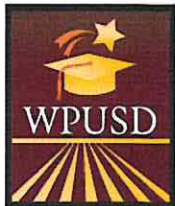
Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PESTICIDE & HERBICIDE USE LIST

The following is a list of products that may be used on District property during the 2021-22 school year.

<u>CHEMICAL NAME</u>	<u>ACTIVE INGREDIENT</u>	<u>EPA#</u>
<u>PESTICIDES</u>		
Pen-A-Trate ECO	Polyoxyethylene sorbitan fatty acid ester, mono- and diglycerides of C8-C18 fatty acids	exempt
EcoEXEMPT IC2	Rosemary Oil	exempt
<u>HERBICIDES</u>		
<i>TOTAL TNV Herbicide</i>	<i>Glufosinate-ammonium (CAS No. 77182-82-2)</i>	
<i>BEST Turf Supreme - 16-6-8 plus Trimec</i>	2,4-dichlorophenoxyacetic acid: 0.55%, (+)-(R)-2-(2 methly-4-chlorophenoxy) propionic acid: 0.12%, Dicamba: 3,6-dichloro-o-anisic acid: 0.05%	
Surflan	Oryzalin: 3, 5-dinitro-N4Nf-dipropylsulfanilamide	exempt
Cheetah Pro	Glufosinate-ammonium (CAS No. 77182-82-2)	228-743
SpeedZone	2,4-D, 2-ethylhexyl ester, Mecoprop-p, Dicamba acid, Carfentrazone-ethy	2217-833
Prosedge		228-711
21-0-10 w/ Dimension	Dithiopyr	9198-117
Barricade 65wg	Prodiamine	100-834
Pen-A-Trate ECO	Polyoxyethylene sorbitan fatty acid ester, mono- and diglycerides of C8-C18 fatty acids	exempt
Sedgehammer+	Halosulfuron-methyl, methyl 3-chloro, 1-methylpyrazole- 4 carboxylate	81880-24-10163



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth St., Suite 400, Lincoln CA 95648

Board of Trustees: Kris Wyatt
Damian Armitage
Brian Haley
Criste Freymond
Jason Price

Superintendent: Kerry Callahan

Student Insurance, 2021-22 School Year

Dear Parent/Legal Guardian:

The safety of our students is one of our most important concerns and we take appropriate steps to protect your child from injuries. Even so, accidents can and do happen during school events and resulting medical treatment (ambulance transport, surgery, hospitalization, etc.) can be very expensive.

Please know that the District does not assume responsibility for these costs. However, as a service to you and your child, your school has joined with thousands of others by offering you access to a low cost, voluntary purchase student accident/health insurance program. The program is arranged and administered by Myers-Stevens and Toohey & Co., Inc., a firm that has specialized in such coverages for 40 years. Details and an enrollment form are in the accompanying brochure. Please read it carefully.

Several plans are offered. **For information on COVID-19 adjustments see below.** You can limit coverage to school related injuries only (including sports) or opt for 24/7 protection. Some of the available plans are a Student Health Care Plan (recommended if your child has no other health insurance), a pharmacy discount program for your entire family, and a long term dental accident plan. Whether your child currently has no other coverage or you want to "fill in the gaps" in other insurance, you will probably find an option to fit your needs. While you can seek care from any doctor or hospital, you'll also have access to an extensive network of medical providers with discounted charges. Seeking care through contracted providers may further reduce your out-of-pocket costs, particularly if your child needs surgery or hospitalization.

COVID-19 adjustments:

- Modified claims reporting and filing procedures needed while schools remain closed;
- Waiving cost sharing for covered COVID-19 testing;
- Coverage for telemedicine;
- Coverage for injuries sustained during "remote" or "distance" learning while at home;
- 19/20 school activities pushed beyond the last day of instruction and into the summer;
- Graduated seniors who wish to participate in such postponed activities.

Please read the attached brochure carefully. If you have any questions, please call the plan administrator, Myers-Stevens and Toohey & Co., Inc. at (800) 827-4695. Bilingual representatives are available for parents who need assistance in Spanish. **In order to document your having been notified of this matter, please sign and complete the bottom of this form and send it back to the school with your child.**

Sincerely,

Audrey Kilpatrick
Assistant Superintendent Business & Operations

As parent/guardian of _____, I understand that the district does not assume responsibility for student injuries but does make voluntary purchase student accident insurance available. I have received the information on this program.

____ I will enroll my child in the program ____ I choose not to enroll my child in the program

Signed _____ Date _____

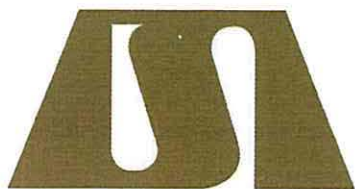
2021-2022
School Year

Student Accident & Sickness Insurance



Enroll online at
www.myers-stevens.com

Arranged and Administered by:



myers | stevens | toohey





WHY STUDENT INSURANCE IS IMPORTANT

Some families have little or no financial resources to fall back on during an unexpected emergency. Uncovered costs of medical care following an injury or illness may be a serious problem for families.

MYERS-STEVENS & TOOHEY CAN HELP!

Our plans can provide useful insurance protection for your children. They can even be used to assist with the high co-insurance, deductibles and other cost sharing requirements common to many of today's health plans. To assist you during unforeseen emergencies and help expand your choice of provider, your school has partnered with us to offer voluntary coverage for accidents or illnesses.

WITH OUR PLANS:

- Use the doctor or hospital you want...no restrictions!
- Enhanced Concussion Benefits added
- Enrollment is easy - online, mail and fax
- Every enrollee receives personalized ID cards as proof of coverage



Our Best Plan	4
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OUR BEST PLAN

Student Accident & Sickness Plan

In these challenging times, we are pleased to offer your students 24-hour coverage anywhere in the world for both accidental injuries **AND sickness**.

\$50,000 Maximum per Sickness \$200,000 Maximum per Accident
\$50 Deductible (Disappearing*) Per Condition

Students (Grades P-12) may enroll in this plan. Covers Injuries sustained and Sickness commencing anywhere in the world, 24 hours a day, while your student is insured under this School Year's plan (including interscholastic sports, **except high school tackle football**). This plan does not cover routine or preventative care.

NOTE – Participation in commercial camps or clinics may be covered under this plan.

Coverage begins at 11:59 pm on the day that Myers-Stevens & Toohey Co., Inc. (herein called *the Company*) receives a completed enrollment form and payment of premium.

Coverage ends at 11:59 pm on the last day of the month for which payment has been made. Coverage may be continued for up to 12 calendar months, or through September 30, 2022, whichever comes first, provided the required payments are made.

1st payment: \$208.00

(Covers remainder of month in which you enroll and 1 additional month) Subsequent Payments: \$169.00 a month, billed every 2 months.

Plan Benefits

We will pay benefits only for Covered Injuries sustained or Covered Sickness commencing while insured under this School Year's plan. Benefits payable will be based on the Usual, Customary and Reasonable Charges incurred for covered medical and dental services, as defined by the Policy, subject to exclusions, requirements and limitations. We do not pay for a service or supply unless it is Medically Necessary and listed in the Description of Benefits below. Applicable benefits mandated by the state of residence will be included in the covered expenses.

You may take your child to any provider you choose; however, seeking Treatment through a *First Health* contracted provider may reduce your out-of-pocket costs- see page 10 for details. To find participating *First Health* medical providers nearest you, call 800-226-5116 or log on to www.myfirsthealth.com.

COVERED EXPENSES	BENEFIT MAXIMUMS
Hospital Room & Board - Semi Private Room Rate	80%
Inpatient Hospital Miscellaneous Charges	80% to \$4,000/Day
Intensive Care Unit	80%
Hospital Emergency Room (room & supplies) incurred within 72 hours of an Injury	100%
Emergency Room Physician Charges	100%
Outpatient Surgical (room & supplies)	80% to \$4,000
Physician Non-Surgical Treatment & Exam/ Telemedicine (excluding Physical Therapy) Including consultation (when referred by attending Physician)	80%
Surgeon Services	80%
Assistant Surgeon Services	80%
Anesthesiologist Services	80%

COVERED EXPENSES	BENEFIT MAXIMUMS
Physiotherapy (includes related office visits) when prescribed by a Physician	80% to \$2,000
X-Ray Examinations (including reading)	80%
Diagnostic Imaging MRI, Cat Scan	80%
Ambulance (from site of an emergency directly to hospital)	100%
Laboratory Procedures, Registered Nurse Services, and Rehabilitative Braces	80%
Durable Medical Equipment	80%
Out-Patient Prescription Drugs (for Injuries only)	80%
Dental Services (including dental x-rays) for Treatment due to a covered Accident	80%
Eyeglass Replacement (for replacement of broken eyeglass frames or lenses resulting from a covered Accident requiring medical Treatment)	80%
Medical Evacuation & Repatriation	100% to \$10,000

* May be satisfied by other primary insurance.

Additional benefits to this plan may be found on Page 7!



OUR ACCIDENT PLANS

Premiums for these plans are paid only **ONCE** for the entire school-year.

Full-Time 24/7 Accident Plans cover injuries

- ✓ Both in and out of school
- ✓ 24 hours a day, 7 days a week
- ✓ Anywhere in the world
- ✓ While participating in all interscholastic sports (**except high school tackle football**)

NOTE – Students (grades P-12) and school employees may enroll in these plans. Participation in commercial camps or clinics may be covered under these plans.

Benefit Levels:	High	Mid	Low	➡ Compare these levels on page 6
Rates per School Year:	\$328	\$276	\$225	

School-Time Accident Plans cover injuries

- ✓ On School premises during the hours and on days when the School's regular classes are in session, including one hour immediately before and one hour immediately after regular classes, while continuously on the School premises
- ✓ While participating in or attending School-sponsored and directly supervised School Activities* including interscholastic athletic activities and non-contact spring football (**except interscholastic high school tackle football**)
- ✓ While traveling directly and without interruption to or from residence and School for regular attendance; or School and off campus site to participate in School-sponsored and directly supervised School Activities, provided travel is arranged by and is at the direction of the School; and while traveling in School Vehicles at any time

NOTE – Students (grades P-12) may enroll in these plans. Participation in commercial camps or clinics is not covered under these plans. See "Full-Time 24/7" plans.

Benefit Levels:	High	Mid	Low	➡ Compare these levels on page 6
Rates per School Year:	\$79	\$68	\$53	

Interscholastic High School Tackle Football Accident Plans cover injuries

- ✓ Caused by covered accidents occurring while practicing or playing in interscholastic high school tackle football activities which are School-sponsored and directly supervised, including spring practice and summer conditioning, weight training and passing league
- ✓ While traveling for football in a School Vehicle or traveling directly and without interruption between School and off-campus site for such activities provided travel is arranged by and is at the direction of the School

NOTE – Students (grades P-12) may enroll in these plans. Participation in commercial camps or clinics is not covered under these plans. See "Full-Time 24/7" plans.

Benefit Levels:	High	Mid	Low	➡ Compare these levels on page 6
Rates per School Year:	\$339	\$295	\$235	

Additional benefits to these plans may be found on Page 7!

Coverage Begins at 11:59 pm on the day that the Company receives a completed enrollment form and payment of premium.

- Coverage Ends**
- **Full-Time (24/7)** at 12:01 am on the date School begins regularly scheduled classes for the 2022-2023 School Year.
 - **School-Time** and **Interscholastic High School Tackle Football** at 11:59 pm on the closing date of regular classes for the 2021-2022 School Year.

WHICH PLAN(S) BEST FITS YOUR NEEDS?

	Covers Sickness 24/7 anywhere in the world	Covers Accidents in school, excluding Tackle Football grades 9-12	Covers Accidents 24/7 anywhere in the world, excluding Tackle Football grades 9-12	Covers Interscholastic Tackle Football grades P-8	Covers Interscholastic Tackle Football grades 9-12
Student Accident & Sickness Plan	✓	✓	✓	✓	
Full-Time (24/7) Accident Plan		✓	✓	✓	
School-Time Accident Plan		✓		✓	
Interscholastic High School Tackle Football Plan					✓



*See Definitions on page 10 for more details concerning "School Activities".

ACCIDENT PLAN BENEFITS- WHICH OPTION BEST FITS YOUR NEEDS?

(Applies to all accident-only plans except the Dental Accident Plan)

We will pay benefits only for Covered Injuries sustained while insured under this School Year's plan. Benefits payable will be based on the Usual, Customary and Reasonable Charges incurred for covered medical and dental services, as defined by the Policy, subject to exclusions, requirements and limitations. We do not pay for a service or supply unless it is Medically Necessary and listed in the Description of Benefits below. Applicable benefits mandated by the state of residence will be included in the covered expenses.

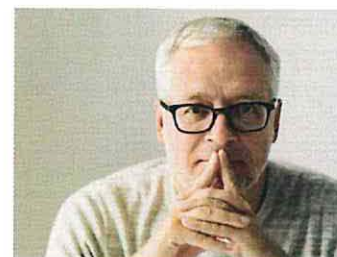
You may take your child to any provider you choose; however, seeking Treatment through a *First Health* contracted provider may reduce your out-of-pocket costs. To find participating *First Health* medical providers nearest you, call 800-226-5116 or log on to www.myfirsthealth.com.

Covered Benefit Levels	Low Option	Mid Option	High Option
<i>Plan Name</i>	<i>MAXIMUMS PER ACCIDENT</i>		
Tackle Football Accident Plan	\$25,000	\$50,000	\$75,000
Full-Time 24/7 Accident Plan	\$50,000	\$100,000	\$150,000
School-Time Accident Plan	\$25,000	\$50,000	\$75,000
Deductible (disappearing) - per condition	\$100	\$50	\$0
<i>Covered Expenses</i>	<i>BENEFIT MAXIMUMS</i>		
Hospital Room & Board - Semi Private Room Rate	80%	85%	90%
Inpatient Hospital Miscellaneous Charges	80% to \$2,000/Day	85% to \$2,500/Day	90% to \$3,000/Day
Intensive Care Unit	80%	85%	90%
Hospital Emergency Room (room & supplies) incurred within 72 hours of an Injury	100%		
Emergency Room Physician Charges	100%		
Outpatient Surgical (room & supplies)	80% to \$2,500	85% to \$3,000	90% to \$5,000
Physician Non-Surgical Treatment & Exam/Telemedicine (excluding Physical Therapy) Including consultation (when referred by attending Physician)	80%	85%	90%
Surgeon Services	80%	85%	90%
Assistant Surgeon Services	80%	85%	90%
Anesthesiologist Services	80%	85%	90%
Physiotherapy (includes related office visits) when prescribed by a Physician	80% to \$500	85% to \$750	90% to \$1,000
X-Ray Examinations (including reading)	80% to \$500	85% to \$750	90% to \$1,000
Diagnostic Imaging MRI, Cat Scan	80%	85%	90%
Ambulance (from site of an emergency directly to hospital)	100%		
Laboratory Procedures, Registered Nurse Services, and Rehabilitative Braces	80%	85%	90%
Durable Medical Equipment	80% to \$400	85% to \$750	90% to \$1,000
Out-Patient Prescription Drugs (for Injuries only)	80%	85%	90%
Dental Services (including dental x-rays) for Treatment due to a covered Accident	80%	85%	90%
Eyeglass Replacement (for replacement of broken eyeglass frames or lenses resulting from a covered Accident requiring medical Treatment)	\$500		
Medical Evacuation & Repatriation	\$0		

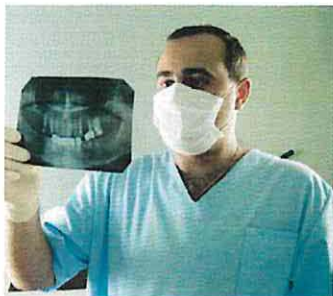
* May be satisfied by other primary insurance.



Even if your child has other coverage, our plans can expand the choice of providers and can be used to help with uncovered expenses and cost-sharing requirements (e.g. large deductibles, coinsurance and co-pays) common to many health plans today.



ADDITIONAL PLAN AND FEATURES



Dental Accident Plan (\$75,000 Maximum)

- Covers Injuries to teeth caused by covered Accidents occurring 24 hours a day, anywhere in the world, including participation in all sports and all forms of transportation.
- Benefits are payable at 100% of the Usual, Customary and Reasonable charges for Treatment of Injured teeth, including repair or replacement of existing caps or crowns.** We do not pay for damage to or loss of dentures or bridges or damage to existing orthodontic equipment.
- The coverage provides a "Benefit Period" of Accident dental benefits for up to one year from the date of first Treatment. The benefit period for an Injury may be extended each year, provided that: coverage is renewed prior to October 1, the student remains enrolled in grades P-12, and written notice is received by the Company at the time of Injury that further Treatment will be deferred to a later date.

\$16.00 purchased separately or \$12.00 when added to any plan(s) purchased

Coverage Begins at 11:59 pm on the day that the Company receives a completed enrollment form and payment of premium.

Coverage Ends at 12:01 am on the date School begins regularly scheduled classes for the 2022-2023 School Year.



ENHANCED COVERAGE FOR CONCUSSION

(Applies to all plans except Dental Accident)

When a student is diagnosed with a concussion as a result of an injury received while participating in a Covered Activity, and as a result is prohibited from participation in interscholastic sports under the School's formal concussion protocol, benefits for the treatment of that concussion will be paid at 100% of the Usual, Customary and Reasonable charges with no deductible, subject to all other terms and conditions of the plan.



ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, PARALYSIS AND COUNSELING

(Applies to all plans except Dental Accident)

In addition to medical benefits, if, within 365 days from the date of Accident covered by the policy, bodily Injuries result in any of the following losses, we will pay the benefit set opposite such loss. Only one such benefit (the largest) will be paid for all such losses due to any one Accident.

Accidental Death	\$10,000
Single dismemberment or entire loss of sight in one eye	\$25,000
Double dismemberment or entire loss of sight in both eyes, or paraplegia or hemiplegia or quadriplegia	\$50,000
Counseling - In addition to the AD&D benefits, we will pay 100% of the Usual, Customary and Reasonable costs of psychiatric/psychological counseling needed after covered dismemberment, loss of sight or paralysis up to	\$5,000

HOW TO ENROLL



For IMMEDIATE confirmation of enrollment, skip the steps below and [click here](http://www.myers-stevens.com) (or go to www.myers-stevens.com) to apply online



Thank you for enrolling your child! To avoid any delay in coverage, please follow these 3 easy steps below:

Select the plan(s) you wish to purchase below:

- The Student Accident & Sickness Plan will provide our highest level of coverage.
- Our Accident Plans may be purchased on an individual basis or combined with additional coverage (for example, Full-Time Accident + Dental).

Complete the enrollment form below. Please note, we are unable to accept enrollments over the phone.

Purchase and Return You may either:

-  Fax both sides of the completed Enrollment Form to (949) 348-2630. You must pay by credit card by completing the payment area below. **Sorry, we cannot accept personal checks or Money Orders by fax.**
-  Mail both sides of the completed Enrollment Form to Myers-Stevens & Toohey, 26101 Marguerite Pkwy, Mission Viejo, CA 92692. You may pay by credit card by completing the payment area below or enclose a check or Money Order made payable to Myers-Stevens & Toohey.

PLEASE DO NOT SEND CASH

2021-2022 Enrollment Form Complete all information (please print) and return to Myers-Stevens & Toohey Co., Inc.

Our BEST Plan

Student Accident & Sickness - 1st Payment ☐ \$208.00

You will be billed \$338.00 every 2 months thereafter.

Coverage cannot exceed 12 calendar months or run past Sept. 30, 2022.

Our Accident Plans

(One-Time Payment For Entire School Year)

PLANS:	High Option	Mid Option	Low Option
Tackle Football Only	<input type="checkbox"/> \$339.00	<input type="checkbox"/> \$295.00	<input type="checkbox"/> \$235.00
Full-Time (24/7)	<input type="checkbox"/> \$328.00	<input type="checkbox"/> \$276.00	<input type="checkbox"/> \$225.00
School-Time	<input type="checkbox"/> \$79.00	<input type="checkbox"/> \$68.00	<input type="checkbox"/> \$53.00
Dental Accident	<input type="checkbox"/> \$16.00 Purchased Separately		
	<input type="checkbox"/> \$12.00 When added to any plan(s) purchased		

Total Amount Due

\$

Print Parent or Guardian Name

First Name

Last Name

I enroll for the coverage checked above. I understand premiums cannot be refunded or converted.

Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be subject to prosecution for insurance fraud.

X

Parent or Guardian Signature

Date

Student Name First Middle Last

Student Birthdate Month Day Year

Mailing Address Apt. #

City State Zip Code

Parent Daytime Phone Number

Parent Email Address

District Name

School Name Grade

ALL PREMIUMS ARE FULLY EARNED UPON RECEIPT AND CANNOT BE REFUNDED OR CONVERTED

Method of Payment Note: \$25.00 service charge for Returned Checks and declined Credit Cards ☐ Check/Money Order (Make payable to: Myers-Stevens & Toohey Co., Inc.) or ☐ Mastercard or Visa



Important: If paying by credit card, complete this form. Your amount of charge will appear as "MYERS-STEVENS & TOOHEY 800-827-4695 CA" on your statement.

\$



Amount

Card Number

Exp. Date MO. YR.

3 Digit Control #

I authorize Myers-Stevens & Toohey Co. Inc. to deduct the premium payment, plus a 3% processing fee, from my credit card. If enrolling in the Student Accident & Sickness Plan, I am authorizing the initial premium payment and understand that I will be invoiced every 2 months for the subsequent payments.

X

Signature of Cardholder

Auto-Charge Option

Available for your convenience is the option to have your bi-monthly payments automatically charged to your credit card.

By initialing here _____, I hereby authorize Myers-Stevens & Toohey to charge the above credit card \$338, plus a 3% processing fee, on the 5th of the month that my payment is due. This authorization will remain in effect for the 2021/2022 school year until I notify Myers-Stevens & Toohey in writing prior to the next payment date.

FREQUENTLY ASKED QUESTIONS

I'm in a hurry! What is the quickest way to enroll?

Click [HERE](#) (or visit www.myers-stevens.com) to enroll online, complete the enrollment process and your ID card will be emailed to you immediately!

If I have other insurance, why do I need this coverage?

Our plans can expand your choice of providers for your child and can be used to help cover high deductibles, high co-insurance and other cost-sharing obligations common to many of today's health plans.

Can I take my child to any doctor or hospital?

YES! However, your out-of-pocket costs could be less using a *First Health* contracted provider. To find participating doctors/hospitals nearest you, call **800-226-5116** or log on to www.myfirsthealth.com

If my child has a covered injury or sickness, will benefits for that same injury or sickness be extended if they re-enroll next year?

Once maximum benefits have been paid or the benefit period ends (generally, from one to two years depending on the plan) no further benefits for that injury or sickness will be made. The *Dental Accident Plan* is the only exception. See this brochure for details.

Are accident-only rates paid every month?

NO! Accident-only rates are one-time charges for the entire School Year.

Do the Interscholastic Tackle Football or School-Time plans cover camps and clinics sponsored and organized by groups other than my child's school?

NO! However, such camps and clinics may be covered under our *Full-Time 24/7* or *Student Accident & Sickness* plans. Call us for guidance!

Can interscholastic high school tackle football be covered?

YES! But only under the *Interscholastic Tackle Football Plan*. "High Option" benefits are recommended.

Still need help or have questions?

Go to www.myers-stevens.com or call us for prompt, personalized assistance at (800) 827-4695.



HOW TO FILE A CLAIM

Each claim is assigned to one of our experienced examiners who will diligently guide family members, school staff, medical providers and any other parties involved throughout the entire process from A to Z. Our examiners apply their specific and highly technical knowledge to ensure accurate and expedited processing.

Should an accident or sickness occur, please follow these 4 easy steps:

1. Report School-related Injuries within 60 days if you reside in California or 72 hours if you reside in Arizona or Nevada.
2. Obtain a claim form from the School or the Company. Claim forms must be filed with the Company within 90 days after the date of loss.
3. At the same time, please file a claim with any other applicable insurance or Health Care Plan.
4. Follow ALL claim form instructions, attach all itemized bills and send to:



Myers-Stevens & Toohey Co., Inc.

26101 Marguerite Parkway
Mission Viejo, CA 92692-3203

Office 800-827-4695 | Fax 949-348-2630 | claims@myers-stevens.com

CA License #0425842

The Insurance Company

CHUBB®

ACE American Insurance Company
436 Walnut St., Philadelphia, PA 19106

This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by ACE American Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. The terms and conditions of coverage are set forth in the policies issued in the states in which the policy is delivered under form number AH-11648a. Complete details may be found in the policies which can be found on file with the district office. Coverage may not be available in all states or certain terms may be different where required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

EXCLUSIONS

Benefits are not payable for any of the following or loss that results from them:

1. Dental care or Treatment. This exclusion does not apply to care of sound, natural teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under the Policy, and rendered within 12 months of the Accident.
2. War or any act of war, declared or undeclared.
3. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony or violating or attempting to violate any duly enacted law.
4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane.
5. Injury or Sickness contributed to by the use of alcohol or drugs unless taken in the dosage and for the purpose prescribed by the Covered Person's Physician (Does not apply in the State of Nevada)
6. Practice or play in interscholastic high school tackle football (unless separate football coverage is purchased), intercollegiate sports, semi-professional sports, or professional sports. (Does not apply to the *Dental Accident Plan*.)
7. Injury or Sickness covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law including, but not limited to group, group type, and individual automobile "No Fault" coverage (excluding School Vehicle coverage).
8. Treatment, services or supplies provided by the School's infirmary or its employees, or Physicians who work for the School, or by any member of the Covered Person's immediate family; or for which no charge is normally made.
9. Treatment, services or supplies provided or paid for by any governmental program or law, except Medicaid.
10. Treatment of Sickness, ailment, or infections (except pyogenic infections or bacterial infections which result from the accidental ingestion of contaminated substances). (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
11. The diagnosis and Treatment of non-malignant warts, moles and lesions, acne or allergies, including allergy testing.
12. Injury sustained as a result of riding in or on, entering or alighting from, a two or three-wheeled motor vehicle. (Does not apply to the *Dental Accident Plan*.)
13. Treatment of osteomyelitis, pathological fractures and hernia. (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
14. Detached retina (unless directly caused by an Injury). (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
15. Any expenses related to the Treatment of tonsils, adenoids, epilepsy, seizure disorder or congenital weakness; or expenses for Treatment of congenital anomalies and conditions arising or resulting directly there from.
16. Supplies, except as otherwise provided in the Policy.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including but not limited to, the payment of claims.

Requirements and Limitations

Aggravations of injuries which did not occur while insured under this plan are paid up to \$500 maximum benefit per policy term. Injuries sustained as a result of riding in or on, entering or alighting from or being struck by a Motor Vehicle are limited to a \$25,000 maximum benefit. Some Motor Vehicle injuries are not covered - see exclusions above for details. School-time and high school tackle football injuries must be reported to the School within 60 days of the date of Injury if you reside in California or 72 hours if you reside in Arizona or Nevada. The first Physician's visit must be within 120 days after the Accident occurs. A claim form must be filed with Myers-Stevens & Toohey & Co., Inc. within 90 days after the date of loss. The School-Time, Tackle Football and Full-Time (24/7) plans pay for covered expenses incurred within up to 104 weeks from the date of injury. The Student Accident & Sickness and Dental Accident plans pay for covered expenses incurred within up to 52 weeks from the date of first treatment, however, should the Injury sustained under the Student Accident & Sickness plan require the removal of surgical pins, continued Treatment for serious burns, or Treatment of a non-union or mal-union fracture, the benefit period will be extended to 104 weeks. Each covered condition may be subject to a deductible - see plan details.

Facility of Payment

Whenever payments that should have been made under the Policy are made by any other policy, the Company reserves the right to pay over to any plan making such other payments, any amounts the Company determines are warranted in order to satisfy the intent of this provision. The amounts paid are considered benefits paid under the Policy and, to the extent of such payments, the Company shall be fully discharged from liability under the Policy. In no event will the Company pay more than the benefits payable under the Policy for all policies providing the same or similar benefits issued to the Policyholder and underwritten by the Company.

Definitions

An **Accident** is defined as a sudden, unexpected and unintended incident. **Covered Accident** means an Accident that results in Injury or loss covered by this Policy. An **Injury** is defined as Accidental bodily harm sustained by the Covered Person that results directly from an Accident (independently of all other causes) and occurs while coverage under the Policy is in force. **Medically Necessary** is defined as the services or supplies provided by a Hospital, Physician, or other provider that are required to identify or treat an Injury or Sickness and which, as determined by the Company, are: (1) consistent with the symptoms or diagnosis and Treatment of the Injury or Sickness; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the Insured Person; (4) the most appropriate supply or level of service which can be safely provided. When applied to the care of an Inpatient, it further means that the Insured Person's medical symptoms or condition requires that the services cannot be safely provided as an Outpatient. **Sickness** is defined as illness or disease contracted by and causing loss to the Insured Person whose Sickness is the basis of claim. Any complications or any condition arising out of a Sickness for which the Insured Person is being treated or has received Treatment will be considered as part of the original Sickness. **School Activities** means any activity that is sponsored and under the direct, immediate supervision of the School that: (a) the School requires the Insured Person to attend; or (b) is under the sole control and supervision of School authorities. It does not include an activity related to athletics or cheerleading that is under joint sponsorship or supervision arrangement with any non-School group.

Excess Provision:

In order to keep premiums as affordable as possible, these plans pay benefits on a non-duplicating basis. This means, if a person is covered by one or more of these plans and by any other valid insurance or health agreement, any amount payable or provided by the other coverages will be subtracted from the covered expenses and we will pay benefits based on the remaining amount. (In Arizona: Does not apply to the Sickness-Only coverage under the *Student Accident & Sickness Plan*.)

IMPORTANT NOTICE: Some plans referenced within provide short-term, limited duration sickness benefits. They do not constitute comprehensive health insurance coverage (often referred to as "major medical coverage") and do not satisfy a person's individual obligation to secure the requirement of minimum essential coverage under the Affordable Care Act (ACA). For more information about the ACA, please refer to www.HealthCare.gov.

ALL PREMIUMS ARE FULLY EARNED UPON RECEIPT AND CANNOT BE REFUNDED OR CONVERTED

For a brochure in Spanish, or for assistance in Spanish, please call 800-827-4695
Para un folleto en Español, o para asistencia en Español, por favor llame a 800-827-4695

Western Placer Unified School District

PARTICIPATION OF FOODS SERVED IN THE CLASSROOM

Frequently throughout the school year, there are classroom birthday parties, celebrations and cultural experiences which involve food. Often, the food for these observances comes from homes and is not prepackaged or prepared in school kitchens. Although we have never had a problem with food prepared at local homes, it does not preclude a problem in the future. Children enjoy sharing in the classroom, but if you would prefer your child not partake in homemade edibles, please let us know.

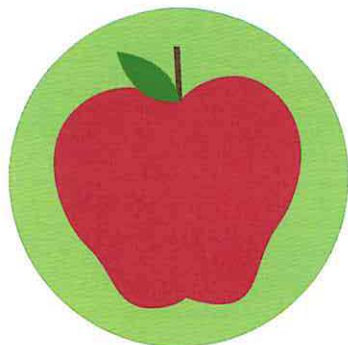
Be advised parents may provide a personal snack alternative should they choose to exclude their child from a site food activity.

This is a parent choice, However we recommend you discuss this issue with your child, the child's teacher, or the site principal if you have any questions.

District guidelines request parents notify the schools when they prefer their children **NOT** partake of foods served in the classroom provided for classroom celebrations, birthdays, holidays or cultural experiences. If you **Do Not** want your child to partake in foods served in the classroom, please indicate this on the "**WPUSD PARENT RECEIPT OF REQUIRED INFORMATION FORM**".

This form must be on file at your child's school site so the classroom teacher can honor your wishes.

FOOD SERVICE UPDATE



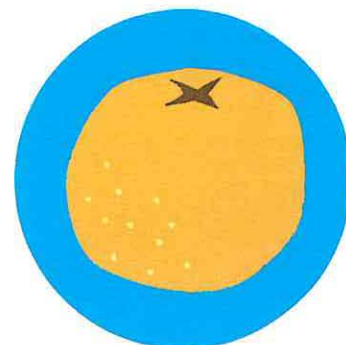
FREE MEALS

Meals are free to all WPUSD students throughout the 21-22 school year. We are excited to offer free lunches at all school sites this coming year!



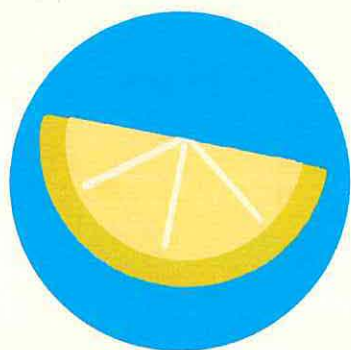
NEW SYSTEM

We have replaced MySchoolBucks with Titan. You can view your students transactions, account balance, our menus and much more! Go to wpusd.org Food Service page for details.



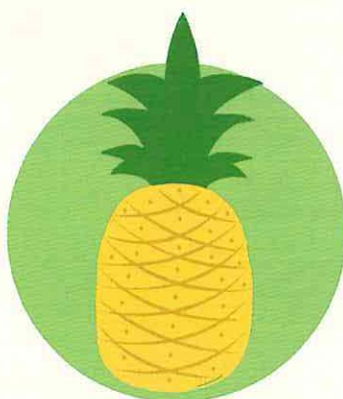
HOUSEHOLD INCOME

We encourage all households to fill out the Alternative Household Income Form to help schools receive more funding. You can find this online, site emails and your students school!



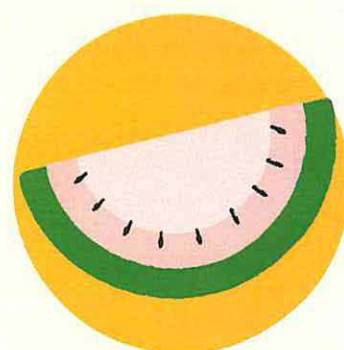
APPLICATIONS

The USDA has extended free meals to all students for the SY 21-22. You do not need to fill out a meal application since ALL students qualify. Yay!



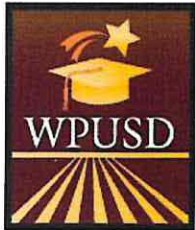
FOCUS ON LOCAL

We are happy to continue to source local products for students! Keep a look out for more fruits, veggies and other great local items!



COVID TIMES

Covid is having an impact on our supply chain, so some items might not always be readily available. However, we will continue to try out best to supply options our students enjoy!



WESTERN PLACER UNIFIED SCHOOL DISTRICT CLASSROOM SNACKS, CELEBRATIONS AND FUNDRAISING



Welcome Back to School!

As we start the 2021-22 school year, the District's Student Wellness Committee would like to recommend a few healthy options for classroom snacks and celebrations. As part of the District's Wellness Policy, our goal is to provide healthy party ideas to families of the school district. The following is a list of a few, among the many, healthy snacks encouraged by the USDA. Click the links below to see the full list.

- Individual fruit cups in water or natural juices
- Applesauce
- Raisins
- Popped rice snacks
- Chex Mix snack mix
- Whole grain Rice Krispy Treats
- Teddy Grahams
- Martinelli's Pure Apple Juice
- Capri Sun 100% Juice pouches
- Mozzarella String Cheese
- Cool Squeeze – Squeezable Yogurt
- Yoplait GoGurt
- CLIF Kid Zbar
- Chewy Granola Bars
- Otter-Pops 100% juice freeze juice bars
- Powerade Zero
- G2 Gatorade

[Click here for Classroom Party Celebration ideas](#)

WPUSD Wellness Policy – Celebrations and Rewards:

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

For all foods offered on the school campus, teachers, parents/guardians and other volunteers are encouraged but not required to provide snacks that fall within the USDA Smart Snacks in School nutrition standards. For information and ideas for Smart Snacks click the links below:

[Click here for a quick guide of recommended Smart Snack compliant foods](#)

[Click here for finding foods that are Smart Snack approved](#)

WPUSD Wellness Policy – Fundraising Activities:

School organizations are encouraged to use healthy food items or non-food items for fundraising purposes.

Fundraising activities that occur during the school day must comply with State food and beverage standards. Click [HERE](#) for details on foods sold to students during the school day on campus.

There are a large number of fun and creative strategies to raise money in ways other than food sales. Fundraisers that involve physical activity can be used to send positive messages to students, families and the community about the importance of active lifestyles. Click [HERE](#) are some ideas for healthy fundraising from the California State PTA.

WPUSD Student Wellness Committee – for more information and meeting dates check out our website [HERE](#)