Western Placer
UNIFIED SCHOOL DISTRICT

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

## Public Comments Accepted by Email and Telephone

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

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

1. Email - Submit a comment via email to the Superintendent's Administrative Assistant, Maria Gonzalez, at mgonzalez@wpusd.org at least two hours before the start of the meeting.
2. Telephone - Call the Superintendent's Administrative Assistant at (916) 6456350 by 12:00 p.m. on Tuesday, April 20, 2021 to submit a comment.
3. Go To Meeting Participation - Please join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/974604045

You can also dial in using your phone.
United States: +1 (872) 240-3412 Access Code: 974-604-045
New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/974604045

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

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

## MEMBERS OF THE GOVERNING BOARD

Kris Wyatt - President Damian Armitage - Vice President<br>Brian Haley - Clerk Criste Freymond - Member Jason Price - Member

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

|  | STUDENT <br> ENROLLMENT |  |  |
| :--- | ---: | ---: | ---: |
| School | 2019-2020 <br> CALPADS | $3 / 1 / 2021$ | $4 / 1 / 2021$ |
| Sheridan Elementary (K-5) | 64 | 54 | 54 |
| First Street Elementary (K-5) | 447 | 420 | 427 |
| Carlin C. Coppin Elementary (K-5) | 441 | 412 | 409 |
| Creekside Oaks Elementary (K-5) | 609 | 465 | 466 |
| Twelve Bridges Elementary (K-5) | 652 | 601 | 612 |
| Foskett Ranch Elementary (K-5) | 412 | 374 | 372 |
| Lincoln Crossing Elementary (K-5) | 698 | 426 | 425 |
| Scott Leaman Elementary (K-5) |  | 484 | 482 |
| Glen Edwards Middle School (6-8) | 869 | 824 | 825 |
| Twelve Bridges Middle School (6-8) | 830 | 797 | 797 |
| Lincoln High School (9-12) | 2,071 | 2,073 | 2,066 |
| Phoenix High School (10-12) | 84 | 114 | 111 |
| Atlas (K-12) (new 2019-2020) | 40 | 28 | 24 |
| SDC Program (18-22) | 11 | 14 | 15 |
| Non-Public Schools | 31 | 29 | 29 |
| TOTAL | 7259 | 7,115 | 7,114 |


| SDC Pre-School |  |
| :--- | ---: |
| Foskett Ranch | 25 |
| First Street/LIP | 65 |
| SLE | 9 |

## GLOBAL DIETRIGT GOALS

- Develap and cantinually upgrade a well articulated K-I2 academic program that challenges all students to achieve their highest potential.
-Foster a safe. caring enviranment where individual differences are valued and resperted.
-Pravide facilities for all district pragrams and functions that are suitable in terms of function, space, cleanliness and attractiveness.
~Pramnte the involvement of the community. local government. business, service organizatians, etc. as partners in the education of our students.
- Pramute student health and nutrition in order to enhance readiness for learning.


# Western Placer Unified School District 

Regular Meeting of the Board of Trustees April 20, 2021
WPUSD District Office/City Hall Building-Go To Meeting 600 Sixth Street, Lincoln, CA 95648

## AGENDA

2020-2021 Goals \& Objectives ( $G$ \& 0) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff \& Community Relations; Component V: Facilities/Administration/Budget.
All Open Session Agenda related documents are available to the public for viewing at the Western Placer Unified School District Office located at 600 Sixth Street, Fourth Floor in Lincoln, CA 95648.

1. ANNOUNCEMENT: EXECUTIVE ORDER N-29-30 TELECONFERENCE FLEXIBILITY
This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All board members may attend the meeting by teleconference. This meeting will be a telephone conference call only. The public may listen/participate via instruction listed prior to section 3 of the agenda.
2. ANNOUNCEMENT: Should this Board Meeting encounter any security breech or inappropriate issues, the meeting will be ended immediately.

To submit a public comment: Email - Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org or Telephone - Call Superintendent's Administrative Assistant at (916) 645-6350.

Public comments regarding any item appearing on the agenda may be submitted by 12:00 p.m. on Tuesday, April 20, 2021. Individuals who wish to make a public comment to the Board of Trustee have two options. Choose only one option: 1. Make a VERBAL public comment ( 3 minute max), 2.Submit a WRITTEN public comment ( 500 word limit for public comment) which will placed into the record and may or may not be read during the meeting.

## Call to Order Open Session

Please join the meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/974604045
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## 5:00 P.M. START

3. CALL TO ORDER - WPUSD District Office/City Hall Bldg. - Go To Meeting
4. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters on the agenda. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2

5:05 P.M.
5. CLOSED SESSION - WPUSD District Office $-4^{\text {th }}$ Floor Zebra Conference Room
5.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA \& CSEA Negotiations
Agency Negotiators:
$\sim$ Scott Leaman, Superintendent
$\sim$ Kerry Callahan, Deputy Superintendent of Educational Services
$\sim$ Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
5.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

### 5.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property Designated as Parcel: 335-010-013

### 5.4 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

## Open Session

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6:00 P.M.
6. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE - District Office/City

Hall Blvd., - Virtual Meeting - Go To Meeting
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

## Agenda

$$
\begin{array}{ll}
\text { Page 11- CONFERENCE WITH LABOR NEGOTIATOR } \\
& \text { Bargaining groups: WPTA \& CSEA Negotiations } \\
\text { Agency Negotiators: } \\
\text { ~Scott Leaman, Superintendent } \\
\text { ~Kerry Callahan, Deputy Superintendent of Educational Services } \\
& \text { ~Gabe Simon, Assistant Superintendent of Personnel Services } \\
& \sim \text { Audrey Kilpatrick, Assistant Superintendent of Business and Operations }
\end{array}
$$

### 6.2 Page 12-CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION <br> CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

### 6.3 Page 13 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property Designated as Parcel: 335-010-013

6.4 Page 14 - PERSONNEL<br>Public Employee Employment/Discipline/Dismissal/Release

## 7. Page 16-78-CONSENT AGENDA

## NOTICE TO THE PUBLIC

All items on the Consent Agenda will be approved with one motion, which is not debatable and requires a unanimous vote for passage. If any member of the Board, Superintendent, or the public, so request, items may be removed from this section and placed in the regular order of business following the approval of the consent agenda.
7.1 Certificated Personnel Report
7.2 Classified Personnel Report
7.3 Approval of Request for Unpaid Leave of Absence
7.4 Ratification of Contract with United Site Services of California Inc. and Western Placer Unified School District/Twelve Bridges High School
7.5 Ratification of Contract with Starstruck Showcase - First Street Elementary Enrichment Program
7.6 Ratification of Contract with City of Lincoln and Western Placer Unified School District- Phoenix Continuation High School
7.7 Report of Disclosure Requirements for Quarterly Reports of Investments
7.8 Approval Potential Change Order for the Twelve Bridges High School Project
7.9 Ratification of Memorandum of Understanding between the California School Employees' Association: Chapter \#741 and Western Placer Unified School District
Roll call vote:
8. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2.
9. REPORTS \& COMMUNICATION
$>$ Lincoln High School Student Advisory - Mattie Ridgway
DWestern Placer Teacher's Association - Tim Allen

|  | $>$ Western Pla <br> >Superintend | Classified Employee Association - Jim Houck nt - Scott Leaman |
| :---: | :---: | :---: |
| 10. | - ACTION | - DISCUSSION - INFORMATION |
|  | Members of the public wishing to comment on any items should complete a yellow REQUEST TO ADDRESS BOARD OF TRUSTEES form. Please contact the Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org prior to the start of the meeting to request a form be submitted on your behalf. |  |
|  | 10.1 Information Page 82 - ANNUAL SCIENCE EXPO- Callahan $(20-2 I G \& O$ Component I, II, III, IV, V) |  |
|  | 10.2 Action | Page 83 - APPROVE RESOLUTION NO. 20/21.27AUTHORIZING THE ISSUANCE OF 2021 TAX AND REVENUE ANTICIPATION NOTES AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES- <br> Kilpatrick (20-2I G \& O Component I, II, III, IV, V) Roll call vote: |
| 10.3 Discussion/ |  | Page 101 - CONSIDER APPROVING RESOLUTION NO. 20/21.28 AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS-Simon $(20-2 I G$ \& $O$ Component $I, I I, I I, I V$, V) Roll call yote: |
|  | 10.4 Discussion/ Action | Page 104 - CONSIDER APPROVING JOB DESCRIPTION FOR BILINGUAL INTERVENTION SERVICES PROVIDER-Simon (20-2I $G \& O$ Component I, II, III, IV, V) |
|  | 10.5 Action | Page 109 - APPROVE THE SELECTION OF ROEBBELEN CONTRACTING, INC., FOR LEASE-LEASEBACK SERVICES AND AWARD OF LEASE-LEASEBACK AGREEMENT FOR THE TWELVE BRIDGES MIDDLE SCHOOL HYDRONIC PIPING REPLACEMENT PROJECT- Adell (20-2I $G$ \& $O$ Component $I, I I, I I, I V, V)$ RoII call yote: |
|  | 10.6 Action | Page 129 - ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ <br> REGULATIONS - Leaman (20-2I $G$ \& $O$ Component $I, I I, I I I, I V, V)$ <br> -The District Policy Committee and Management Team have reviewed the following new and revised policies/regulations/exhibits as per CSBA. They are now being presented for adoption by the Board of Trustees. |
|  |  | These new and/or revised exhibits/policies/regulations are now being presented for approval by the Board of Trustees. (Italicized policies are part of the new GAMUT platform/updates. The GAMUT Work in Progress (WIP) - Reconciliation Checklist is attached). |
|  |  | - AR 3515.1 - Video Camera Surveillance (Delete) |

- AR 3515 - Campus Security (incorporate language from $A R$ 3515.1)
- BP 5114-Attendance Records: Registers (Delete)
- AR 5113.11- Attendance Supervision (incorporate language from BP 5114)
- BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment
- AR/E 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedure (New Exhibit)
- BP/AR 4157/4257/4357 - Employee Safety
- AR 4157.1/4257.1/4357.1 - Work-Related Injuries


## 11. BOARD OF TRUSTEES

### 11.1 FUTURE AGENDA ITEMS

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

- School Safety
- Health
- Create Policy to review salary comparisons for all groups
- Lee (Leland) Basham - naming of theater at LHS


### 11.2 BOARD MEMBER REPORTS/COMMENTS

## 12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):
$>$ May 4, 2021 6:00 P.M., Regular Meeting of the Board of Trustees - Go-To Meeting
$>$ May 18, 2021 6:00 P.M., Regular Meeting of the Board of Trustees - Go-To Meeting
13. ADJOURNMENT

[^0]Posted: 041621
h:lwpfilesiboardlagenda\042021

# DISCLOSURE 



## TAKEN IN



SESSION,


## Western Placer Unified School District CLOSED SESSION AGENDA

Place: District Office/City Hall Bldg. - Go To Meeting
Date: Tuesday, April 20, 2021
Time: 5:05 P.M.

1. LICENSE/PERMIT DETERMINATION
2. SECURITY MATTERS
3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
6. LIABILITY CLAIMS
7. THREAT TO PUBLIC SERVICES OR FACILITIES
8. PERSONNEL

* PUBLIC EMPLOYEE APPOINTMENT
* PUBLIC EMPLOYEE EMPLOYMENT
* PUBLIC EMPLOYEE PERFORMANCE EVALUATION
* PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/ RELEASE
* COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE

9. CONFERENCE WITH LABOR NEGOTIATOR
10. STUDENTS

* STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
* STUDENT PRIVATE PLACEMENT
* INTERDISTRICT ATTENDANCE APPEAL
* STUDENT ASSESSMENT INSTRUMENTS
* STUDENT RETENTION APPEAL, Pursuant to BP 5123
* DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION

1. LICENSE/PERMIT DETERMINATION
A. Specify the number of license or permit applications.
2. SECURITY MATTERS
A. Specify law enforcement agency
B. Title of Officer
3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.
4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
A. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
B. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
A. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
B. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. LIABILITY CLAIMS
A. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.
B. Agency claims against.
7. THREATS TO PUBLIC SERVICES OR FACILITIES
A. Consultation with: specify name of law enforcement agency and title of officer.
8. PERSONNEL:
A. PUBLIC EMPLOYEE APPOINTMENT
a. Identify title or position to be filled.
B. PUBLIC EMPLOYEE EMPLOYMENT
a. Identify title or position to be filled.
C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION a. Identify position of any employee under review.
D. PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE a. It is not necessary to give any additional information on the agenda.
E. COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION

## a. No information needed

9. CONFERENCE WITH LABOR NEGOTIATOR
A. Name any employee organization with whom negotiations to be discussed are being conducted.
B. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
C. Identify by name the agency's negotiator
10. STUDENTS:
A. STUDENT DISCIPLINEIEXPULSION PURSUANT TO E.C. 48918
B. STUDENT PRIVATE PLACEMENT
a. Pursuant to Board Policy 6159.2
C. INTERDISTRICT ATTENDANCE APPEAL
a. Education Code 35146 and 48918
D. STUDENT ASSESSMENT INSTRUMENTS
a. Reviewing instrument approved or adopted for statewide testing program.
E. STUDENT RETENTION/ APPEAL
a. Pursuant to Board Policy 5123

F DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION
a. Prevent the disclosure of confidential student information.

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

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

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

AGENDA ITEM AREA:
Disclosure of action taken in closed session

## REQUESTED BY:

Scott Leaman
Superintendent
DEPARTMENT:
Personnel
MEETING DATE:
April 20, 2021

## ENCLOSURES:

No

FINANCIAL INPUT/SOURCE:
N/A
ROLL CALL REQUIRED:
No

## BACKGROUND:

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

## ADMINISTRATION RECOMMENDATION: <br> Administration recommends the board of trustees be updated on negotiations.

[^1]
# WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEE MEETING FACT SHEET 

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

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## SUBJECT: <br> CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION

REQUESTED BY:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services

DEPARTMENT:
Administration

MEETING DATE:
April 20, 2021

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

## ENCLOSURES:

No

FINANCIAL INPUT/SOURCE:
N/A

ROLL CALL REQUIRED:<br>No

## BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Case: Mark Babbin and CAL200, S.F. County Superior Court (Case No. CPF-15514477.

## RECOMMENDATION:

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

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

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

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## SUBJECT: <br> CONFERENCE WITH REAL PROPERTY NEGOTIATORS

AGENDA ITEM AREA:
Closed Session

ENCLOSURES:
No

DEPARTMENT:
Administration

MEETING DATE:
April 20, 2021

FINANCIAL INPUT/SOURCE:
N/A

## BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard Real Property (Parcel: 335-010-013)

## RECOMMENDATION:

Administration recommends the Board of Trustee disclose action taken in closed session in regard to Real Property.

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

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

## DISTRICT GLOBAL GOALS

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| SUBJECT: | AGENDA ITEM AREA: |
| :--- | :--- |
| PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ | Closed Session |
| DISMISSAL/RELEASE |  |

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

DEPARTMENT:
Personnel

MEETING DATE:
April 20, 2021

ENCLOSURES:
No

FINANCIAL INPUT/SOURCE:
N/A

## BACKGROUND:

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

## RECOMMENDATION:

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


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

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

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SUBJECT:<br>Certificated Personnel Report

REQUESTED BY: Gabriel Simon


Assistant Superintendent of Personnel Services

DEPARTMENT:
Personnel

MEETING DATE:
April 20, 2021

AGENDA ITEM AREA:
Consent

## ENCLOSURES: <br> Yes

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

## ROLL CALL REQUIRED:

No

## BACKGROUND:

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

## RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

## REQUEST FOR LEAVE OF ABSENCE: None

## REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): None

## RESIGNATIONS:

1. Name: Holli Berg

Position: High School English Teacher
FTE: $\quad 1.0 \mathrm{FTE}$
Effective: June 11,2021
School Site: Lincoln High School
2. Name: Gabriel Simon

Position: Assistant Superintendent of Personnel Services
FTE: $\quad 1.0 \mathrm{FTE}$
Effective: June 1,2021
School Site: District Office

## RETIREMENTS: None

TRANSFERS/PROMOTIONS: None

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

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

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## SUBJECT:

Classified Personnel Report


Assistant Superintendent of Personnel Services

DEPARTMENT:
Personnel

MEETING DATE:
April 20, 2021

AGENDA ITEM AREA:
Consent Agenda

## ENCLOSURES:

No

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

## BACKGROUND:

There are no classified personnel actions for this meeting.

## RECOMMENDATION:

No action is required.

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

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Approval of Request for Unpaid
Leave of Absence
REQUESTED BY:
Gabriel Simon
Assist. Superintendent, Personnel Services

AGENDA ITEM AREA:
Consent

ENCLOSURES:
Yes

FINANCIAL INPUT/SOURCE:
General

ROLL CALL REQUIRED:
Yes

## BACKGROUND:

See Attached

## RECOMMENDATION:

Administration recommends that the Board approves this leave request.

## REQUEST FOR UNPAID LEAVE OF ABSENCE:

1. Name: Dawn Simpson

Position: Paraprofessional
FTE:
Effective: April 12-April 29, 2021
Site: Twelve Bridges Middle School

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

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Ratification of Contract with United Site Services of California Inc. and Western Placer Unified School District/Twelve Bridges High School

## REQUESTED BY:

Audrey Kilpatrick


Assistant Superintendent of
Business and Operations
DEPARTMENT:
Business Services
MEETING DATE:
April 20, 2021

## AGENDA ITEM AREA:

Consent

ENCLOSURES: .
Yes

FINANCIAL INPUT/SOURCE:
Routine Repair \& Maintenance (RRM)
ROLL CALL REQUIRED:
No

## BACKGROUND:

The attached agreement is to provide portable temporary restroom facilities for the 2021-22 athletics sports program at Twelve Bridges High School. The agreement includes delivery of a five to six restroom trailer and an ADA wheelchair accessible restroom/handwashing station to be placed at the high school stadium area for public use during sports events from August 2021 through the end of the school year. The rental fee will be $\$ 7,949.67$ per month and funded from RRM funds.

## RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between United Site Services of California Inc. and Western Placer Unified School District/Twelve Bridges High School.

# Site Service Quotation 

Quote No.: 414-2184727
Quote Date: $\quad 03 / 11 / 21$
Quote Expires: 04/10/21
Sell To: TWELVE BRIDGES HIGH SCHOOL MIKE MAUL

Ship To: TWELVE BRIDGES HIGH SCHOOL LINCOLN, CA 95648

Cust. \#: USS-1643955
Phone: 916-409-2631
Terms: Due Upon Receipt

## Comments \& Special Instructions

POWER IS REQUIRED
WATER MAY BE REQUIRED AND CAN BE SUPPLIED VIA REGULAR GARDEN HOSE
PRICE INCLUDES 1X-WEEKLY SERVICE OF TRAILER
JANITORIAL SERVICE IS NOT INCLUDED IN PRICE - CUSTOMER MUST PROVIDE
If order needs to be extended, 2 weeks' notice is required and not guaranteed to be available. To reserve the trailer a $50 \%$ down payment (non-refundable) is required,. Trailer requires power and water on site 50 ft from trailer (USS will provide 50 ft of hose and power cords), power requirements are (2-3) 30AMP 120 V on separate breakers. Additional services are available at an additional cost, pump/restock, janitorial, attendants, technicians, and transportation charges. Cancelations must be made 48 hrs. before delivery date or a trip charge will be applied. Additional charges may apply for time constraint delivery and pick-ups. Prices based on availability, trailer styles may vary.

| Item | Unit | Quantity | From | Thru | Unit Price | Total Price |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SILVER SERIES 5-6 RESTROOM TRAILER | EA | 1 | 08/02/21 | Indef | 3,650.00 | 3,650.00 per billing cycle |
| Weekly Service | EA | 1 | 08/02/21 | Indef | 900.00 | 900.00 per billing cycle |
| Additional Weekly Service - 2 | EA | 1 | 08/02/21 | Indef | 750.00 | 750.00 per billing cycle |
| Environment/Energy/Compliance |  |  |  |  |  | 789.70 per billing cycle |
| Enhanced Safety Fee |  |  |  |  |  | 163.35 per billing cycle |
| Per Billing Cycle Subtotal |  |  |  |  |  | 6,253.05 |
| Delivery, Setup, Removal | EA | 1 | 08/02/21 | 08/02/21 | 375.00 | 375.00 one time |
| Environment/Energy/Compliance |  |  |  |  |  | 55.88 one time |
| Enhanced Safety Fee |  |  |  |  |  | 37.13 one time |
| One Time Subtotal |  |  |  |  |  | 468.01 |
| SILVER SERIES 5-6 RESTROOM TRAILER | total: |  |  |  |  | 6,721.06 |
| ADA Wheelchair Accessible | EA | 1 | 08/02/21 | Indef | 60.00 | 60.00 per billing cycle |
| Weekly Service | EA | 1 | 08/02/21 | Indef | 133.75 | 133.75 per billing cycle |
| Additional Weekly Service - 2 | EA | 1 | 08/02/21 | Indef | 125.00 | 125.00 per billing cycle |
| Damage Waiver | EA | 1 | 08/02/21 | Indef | 14.95 | 14.95 per billing cycle |
| Environment/Energy/Compliance |  |  |  |  |  | 47.50 per billing cycle |
| Enhanced Safety Fee |  |  |  |  |  | 25.62 per billing cycle |

## Continued..

# Site Service Quotation 

Quote No.: 414-2184727
Quote Date: 03/11/21
Quote Expires: 04/10/21
Sell To: TWELVE BRIDGES HIGH SCHOOL MIKE MAUL

Ship To: TWELVE BRIDGES HIGH SCHOOL LINCOLN, CA 95648

Bust. \#: USS-1643955
Phone: 916-409-2631

Date:


| Subtotal: | $7,645.53$ |
| ---: | ---: |
| Tax: | 304.14 |
| Total: | $7,949.67$ |

VOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the errs and conditions on the last page of this docurnent for more information.

1. Acceptance Customer shall be deemed to have accepted these terms and conditions upon the earllest to occur of: (i) two business days after receipt of an invoice from Company: (ii) delivery of items of equipment ("Equipment") identified in the invoice to the site designated in the invoice (the "Site") and use or acceptance thereof: or (iii) acknowledgment or other conduct of Customer indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer.
2. Payment Terms All agreements are subject to approval by Company. Customer shall pay all charges by Company during the term (the "Period") shown in the invoice. All Company invoices are due and payable upon Customer's receipt of the invoice. Customer shall be liable to Company for interest at the rate of $1.5 \%$ per month, or such lesser rate as may be the maximum lawiul rate from time to time, on all overdue accounts. Customer shall pay all additional charges for services separately requested by Customer or made necessary by Customer's breach of these Terms and Conditions, inctuding but not limited to, moving/relocation charges, special service charges, and special delivery and removal charges. In the event Customer's account becomes delinquent, Customer agrees to pay Company all collection expenses, including reasonable attorney's fees.
3. Service The Company offers servicing as an option on all portable restrooms.
4. Damage Waiver The Company offers a damage waiver program on certain Equipment. Customer may decline the damage waiver by completing and executing the appropriate section at the end of these terms and conditions. Unless Customer has declined the Damage Waiver in witing before the commencement of the Period or within five business days of the date of the first Invoice to Customer for any Equipment identified with a Damage Waiver on the invoice, whichever is later, Company shall impose, and Customer shall pay, any Damage Waiver fees indicated on the invoice and (provided Customer has not breached any of these terms and conditions) Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft of any Equipment and for any losses resulting from any wilful or grossly negligent acts or omissions of Customer or any of its agenis, servants and employees, and (ii) if Customer has other insurance covering such loss or damage, Customer shall exercise all rights available to it under such insurance, take all actions necessary to process such claim and assign such claim and pay any and all proceeds from such insurance to Company. If Customer declines the Damage Waiver, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear, and Customer shall pay Company the actual cost of repair or replacement cost thereof, and in addition thereto, for Company's loss of use of the Equipment. In the event of any loss of or damage to the Equipment, Customer shall promptly notify Company of such loss or damage and shall provide Company with copies of all reports relating to such loss or damage, including police reports, informal investigation reports and insurance reports. The damage waiver described in this section does not apply to poriable toilets and containers which become contaminated with hazardous materials or contaminants described in Paragraph 7 while in the Customer's control and possession.
5. Equipment Location Customer warrants and represents that it has exercised due diligence and care in the sefection of the location it has designated for the placing of portable toilets, temporary fencing. portable storage containers and any other Equipment provided by Company, and further agrees to give directions and supervise the placement of such temporary fencing, storage containers, portable toilets and other Equipment.
6. Equipment Respossibility Company will deliver the Equipment to the Site at the commencement of the Period and will remove the Equipment at the end of the Period. If servicing has been ordered by Customer, Company will remove any domestic septic waste ("DSW") from portable restrooms, if applicable. on the service day(s) scheduled by Company. In the event Company is unable to service the Equipment on the service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, avaifable in accordance with Company's other service commitments. Company shall be granted access to the Equipment at any time for any servicing, maintenance or removal of Equipment. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without written permission from Company. Customer shall not modify the equipment. Customer shall not sell, rent. lease or othewise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regutations and guidelines, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAI, if applicable.
7. Equlpment Contamination While portable restroom unils are in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (inciuding oils, paints, adhesives and solvenss). Company will not remove any waste other than DSW from portable restrooms and storage containers ("Other Waste"). In the event Other Waste is found in the Equipment, Customer shall arrange and pay for separate removal of such Other Waste. Until such Other Waste is removed, Customer may not terminate the Period and Customer is liable for all charges accrued during such period.
8. Liability Except to the extent Customer is not liable for damage to Equipment under the Damage Waiver program described in Section 5. Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment delivered to or rented by Customer. Customer's obligation will apply to the extent permitted by law to all accidents or incidents regardless of whether same occur as a result of Customer's or third party's negligence, fault or other legal liability. Customer will have no obligation to defend, indemnify or hold harmless Company if the accident or incident arises out of the sole negligence or willitul misconduct of Company. Company, its officers, directors, employees and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's sole and exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be to recover from Company direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.
9. No Prorating Agreed upon rates are the complete billing periods and are not to be prorated.
10. Termination Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches or rejects any of these Terms and Conditions, (iii) there is any loss of or damage to the Equipment, (iv) any lien is placed, or is proposed to be placed, on any of the Equipment, or ( $v$ ) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, Company shall not be responsible for loss of any personal property on the Site, which may be caused by removal of any of Company's Equipment pursu= ant to this paragraph.
11. Governance This agreement shall be governed by and construed in accordance with the laws of the state, shown on the invoice, in which the Company's place of business is located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits to the jurisdidtion of any state or federal court sitting in such state, in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in any such coutt. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. All modifications to these Terms and Conditions shall be in writing.
12. Taxes 8 Fees Customer shall pay any and all taxes, license fees or permit fees arising out of use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.
13. Additional Terms Additional Terms and Conditions apply to rental and service of Storage Containers ("Sheds") and Temporary Power equipment. These Terms \& Conditions are shown on the back of your contract for these items.
14. Errors 8 Omissions Company reserves the right to correct any erroneous information that may appear in the invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.
15. Conditional Payments Any payment check, or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to United Site Services Inc., 50 Washington Street, Suite 1000, Westborough, MA 01581. We reserve allour rights regarding these payments (e.g., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make shall be sent to the address on the invoice.

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

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

## DISTRICT GLOBAL GOALS

1. Develop and continually upgrade a well articulated $\mathrm{K}-12$ academic program that challenges all students to achieve their highest potential, with a special emphasis on students
2. Foster a safe, caring environment where individual differences are valued and respected.
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4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

## SUBJECT: <br> AGENDA ITEM AREA:

Ratification of Contract with Starstruck Showcase -
First Street Elementary Elementary Enrichment Program

Consent

ENCLOSURES:
Yes
Assistant Superintendent of Business
Services and Operations

## DEPARTMENT:

Business Services
MEETING DATE:
April 20, 202

No

## BACKGROUND:

The attached contract is with Starstruck Showcase for an enrichment program at First Street Elementary School from January 27th, 2022 to March 3rd, 2022. The fee for services is $\$ 3,700$ and will be funded with site Supplemental funds.

## RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between Starstruck Showcase and Western Placer Unified School District/First Street Elementary.

## STARSTRUCK SHOWCASE

## Reservation Agreement

1. Purpose of and Parties to the Agreement: This agreement is entered into by the two parties in order to reserve the dates for conducting the Starstruck Showcase program at the school identified below on the date specified. This agreement is made between Carrie Pereira, Starstruck owner and

| $\frac{\text { First Street Elementary/ }}{\text { Name of School }}$ | 645-6330 |
| :---: | :---: |
|  | Phone \# |
| $14001 \leq 5 \mathrm{St}$. |  |
| Address |  |
| Lincoln, Ca, 95648 |  |
| City, State, Zip Cod |  |

2. Start Date: Jan. 27 th, 2022
3. End Date: March 3rd, 2022
4. Teaching Days: Thurs. and Fri. (Plus one Tues.)
5. Show Dates: Thurs. March 3rd, 2022
6. Number of Students expected to participate: $\qquad$
7. Do you think we can get the teachers to participate once a week in the mornings, before school starts, and learn a dance of their own that we will teach and then they will perform in the show? Y Y $\quad Y$
8. Fee: The agreed to fee is:__ $\$ 3700.00$ (Fee needs to be paid on final show date.)
9. Cancellation: The parties agree that there will be no penalty if either party finds it necessary to cancel this agreement. However both parties agree to notify the other party at least three months in advance, giving each party time to find a replacement if needed.


Asst Supt of Business Svs and Operations


Hello First Street Elementary -
Here is your contract for next school season, 2021-2022 with "Starstruck Showcase". We are very excited to come to your school.

Contracts are being sent out now so that we can have everything finalized before the end of the school year, and we will be ready to go for the following year.

The weeks we have confirmed with you are:
Week of Jan. 24th (Thurs. Jan. 27th and Fri. Jan. 28th)
Week of Jan. 31st (Thurs. Feb. 3rd and Fri. Feb. 4th)
Week of Feb. 7th (Thurs. Feb. $10^{\text {th }}$ and Fri. Feb. 11th)
Week of Feb. 14th (Thurs. Feb. 17th and Tues. Feb. 22nd)
Week of Feb. 21st (Thurs. Feb. 24th and Fri. Feb. 25th)
Week of Feb 28th - Show Week (Thurs. March 3rd)
Notes:
There is no school on Fri. Feb. $18^{\text {ma }}$, so we are coming on Tues. Feb. $22^{\text {nd }}$ instead.
I ask that you put this in your Master Calendar for your entire staff to see. We can't have teachers planning field trips on the days that we are there, or assemblies or fire drills, etc...

If you have any questions, please let me know. If you can fill out the Reservation Form and send it back to me, that would be great. I will keep it on file, and contact you again one month prior to your starting date.

Thank you again for allowing "Starstruck Showcase" to bring this Enrichment program to your school. We can't wait to work with you. (Please return no later than May 14th.)

Sincerely,
Carrie Pereira (Owner)
Starstruck Showcase
dancingmom2@yahoo.com
(916) 812-4433


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

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Ratification of Contract with City of Lincoln and Western Placer Unified School District Phoenix Continuation High School

REQUESTED BY:<br>Audrey Kilpatrick,<br>

Assistant Superintendent of Business and Operations

## DEPARTMENT:

Business Services

MEETING DATE:
April 20, 2021

AGENDA ITEM AREA:
Consent

ENCLOSURES:
Yes

FINANCIAL INPUT/SOURCE:
Elementary and Secondary School Emergency Relief (ESSER II)

ROLL CALL REQUIRED:

No

## BACKGROUND:

The attached Facility Use Application to secure Mc Bean Stadium for the Phoenix Continuation High School 2020-21 graduation ceremony on June 9, 2021. The school will follow all guidance as recommended by the California Department of Public Health (CDPH) based on the memo "Guidance for the Prevention of COVID-19 transmission for Commencement/Graduation Ceremonies". The facility use fee will be paid with ESSER II funds and will cost $\$ 225$. The district is using ESSER II funds as the expenditures are related to prevention, preparation for, and responding to COVID-19 guidance and school needs.

## RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between City of Lincoln and Western Placer Unified School District - Phoenix Continuation High School.

## FACILIITY USE APPLICATION - McBEAN STADIUM

## APpLICANT INFORMATION

Organization Name:
Westam Placer Unilied Schuool Dist - Phoenix High Schoof
$\qquad$ Web Address: $\qquad$

## Organization Address: <br> 870 J Street

Chuck Whitecotton
title: Principal
Primary Contact:
LIST FIELD USE TIMES FOR EACH DAY OF USE

| MON | TUE | WED | TIIU | FRI | SAT | SUN |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |

* If your use request extends beyond one week and days and time vary, please attacin a list of dates \& times *


## APPLICATION AGREEMIENT

## Rules \& Regulations / Covid-19

My signature below, as a representative of the organization named above, signifies that I have been informed of, read, and understand ALL the rules and regulations as outlined in the City of Lincoln Field Request \& Allocation Packet. Furthermore, I assume the responsibility of ensuring that the entire organization I represent abides by ALL conditions outlined. Fially, the organization agrees to adhere to and enforce all state \& county guidelines and protocols related to COVID-19 as published by the Califormia Department of Public Health and the Placer County Deparment of Health.

## Insurance

The applicant shall procurc and maintain public liability insurance against any loss or liability for damage which might result from or arising from its rental and use of the city's facilities, cither to persons or property, of $\$ 1,000,000.00$ (one million dollars) combined with single limit. Such insurance shall name the City, its agents, officers and employees as additional insurers prior to the rental datc(s) of the city's facilities.

## Hold Harmless

The applicant agrees to indemnify. defend and hold harmless the City of Lincoln, its agents, officers and employees, from any and all losses, costs, expenses, claims, liabilities, actions or damages arising out of the applicant's rental and use of the City's facilities, including but not limited to personal injuries up to and-including death, exposure to conmunicable disease, and property damage of any kind, excepting only those damages caused by the City's sole ncgligence or intentional

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

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Report of Disclosure Requirements for Quarterly Reports of Investments

## REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business
Services and Operations
DEPARTMENT:
Business Services
MEETING DATE:
April 20, 2021

## AGENDA ITEM AREA:

Consent

## ENCLOSURES:

Yes

FINANCIAL INPUT/SOURCE:
N/A
ROLL CALL REQUIRED:
No

## BACKGROUND:

Government Code 53646 requires that if a local agency has placed all of its investments in the Local Agency Investment Fund or in a Federal Deposit Insurance Corporation insured accounts in a bank or savings and loan association, in a county investment pool or any combination of these, the chief financial officer needs to provide to the Board of Trustees the most recent statement of statements received by the local agency from these institutions.

The District maintains its entire reserve in the County of Placer investment pool. Therefore, to meet the requirements of Government Code 53646, the County of Placer Treasurer's Investment Reports are submitted to the District's Board of Trustees on a quarterly basis for their review.

## RECOMMENDATION:

Accept the report of disclosure requirements for quarterly reports of investments.

COUNTY OF PLACER
TREASURER'S POOLED INVESTMENT REPORT
For the Month of January 31, 2021
PREFACE
Placer County Treasurer's Pooled Investment Report

## January 31, 2021

For the purpose of clarity, the following glossary of investment terms has been provided.
Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.
Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.
Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.
Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.
Government Code 53646 Compliance Report
The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Govemment code Section 53646 . Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.
Individual securities are priced at the end of each month by Wells Fargo Bank.
The Weighted Average Maturity of the investments with the Treasury is 482 days.
The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $\$ 776,890,063.82$ in cash and investments maturing in the next 180 days.
Portfolio Management Portfolio Summary
January 31, 2021

| Investments | Par Value | Market Value | Book Value | \% of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| U.S. Treasury Coupons | 160,000,000.00 | 180,883,576.56 | 160,031,092.75 | 10.60 | 622 | 339 | 0.823 | 0.835 |
| mPower Placer - Long Term | 5,661,593.12 | 6,341,173.57 | 5,689,275.42 | 0.38 | 7,352 | 5,868 | 4.236 | 4.295 |
| Federal Agency Coupons | 485,000,000,00 | 485,162,575.70 | 485,041,488.51 | 32.14 | 849 | 715 | 0.268 | 0.270 |
| Collateralized Inactive Bank Deposi | 5,000,000.00 | 5,000,000.00 | 5,000,000,00 | 0.33 | 1 | 1 | 0.533 | 0.540 |
| Medium Term Notes | 20,000,000,00 | 19,806,300.00 | 19,988,306.99 | 1.32 | 1,457 | 421 | 2.726 | 2.764 |
| Negotiable Certiflcates of Deposit | 260,000,000.00 | 280,092,000.00 | 260,000,000,00 | 17.23 | 291 | 171 | 0.328 | 0.331 |
| Collateratized CDs | 6,000,000.00 | 6,000,000.00 | 6,000,000,00 | 0.40 | 385 | 82 | 1.025 | 1.039 |
| Commercial Paper Disc. -Amortizing | 250,000,000.00 | 249,885,830.55 | 240,865,830.55 | 16.56 | 181 | 93 | 0.148 | 0.151 |
| Federal Agency Disc. -Amortizing | 180,000,000.00 | 150,984,500.00 | 150,645,062.51 | 10.80 | 310 | 106 | 0.158 | 0.160 |
| Treasury Discounts -Amartizing | 120,000,000.00 | 119,971,500.00 | 118,848,301.42 | 7.95 | 328 | 118 | 0.134 | 0.138 |
| Local Agency Bond | 10,279,998.72 | 11,381,932.55 | 10,279,998.72 | 0.68 | 7.693 | 0.410 | 2.043 | 2.072 |
| Local Agency Bonds | 10,470,000.00 | 14,308,155,65 | 10,470,000.00 | 0.69 | 1,995 | 850 | 2.850 | 2.687 |
| mPower Placer | 14,686,337.17 | 15,747,278.74 | 14,886,337.17 | 0.97 | 7.712 | 6,827 | 3.773 | 3.826 |
| mPower - Folsom | 2,324,420.49 | 2,431,588.86 | 2,324,420,49 | 0.15 | 7.682 | 5,759 | 1,856 | 1,983 |
| Investments | 1,509,422,349.50 | 1,616,854,212.18 | 1,509,269,912.53 | 100.00\% | 676 | 482 | 0.411 | 0.417 |
| Cash, Pending Redemptions |  |  |  |  |  |  |  |  |
| Passbook/Checking (not included in yield calculatons) | 20,890,083,82 | 20,690,083.82 | 20,890,063.82 |  | 1 | 1 | 0.000 | 0.000 |
| Pending Redemptions | 40,000,000.00 | 40,000,000.00 | 40,000,000.00 |  |  |  |  |  |
| Subtotal |  | 60,890,063.82 | 60,690,063.82 |  |  |  |  |  |
| Total Cash, Pending Redemptions and Investments | 1,570,312,413.32 | 1,577,744,276.00 | 1,570,159,976,36 |  | 676 | 482 | 0.411 | 0.417 |

Portfolio PLCR
Fiscal Year To Date
$6,000,178.81$
$1,457,437,353.60$
$0.70 \%$

January 31 Month Ending
26.46
$0.49 \%$ 684,461.6
Current Year
Average Daily Balance

33$01 / 31 / 2021$
$01 / 31 / 2021$
$01 / 31 / 2021$
$01 / 31 / 2021$
Subtotal
Total Pending Redemptions
Portfolio Details - Pending Redemptions
January 31, 2021
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$12 / 12 / 2019$
$01 / 15 / 2020$
$02 / 14 / 2020$
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$4.000 \quad 5,692 \quad 09 / 02 / 2036$



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Portfolio PLCR PM（PRF＿PM2）7．3．0
Portfolio PLCR
NL! AC
PM (PRF_PM2) 7.3 .0

## January 31， 2021

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$10,002,791.64$

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| 1,879,688.28 |
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$2,641,648.29$ \& 4.000 <br>
$1,879,688.28$ \& 5.050 <br>
\hline $\mathbf{5 , 6 8 9 , 2 7 5 . 4 2}$ \& <br>
\hline
\end{tabular}

| 1,167,938.85 |
| :--- |
| 2,641,848.29 |
| 1,879,688.28 |
| $\mathbf{5 , 6 8 9 , 2 7 5 . 4 2}$ |

                            \(\frac{2,167,482.23}{5,341,173.57}-\frac{1,879,688.28}{5,689,275.42}\)
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    Portfolio Details - Investmen
        Portfolio Details - Investments
    January 31, 2021
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General Fund
Portfolio Management
Investment\#
Lssuer
Subtotal and Average 203,263,792.34
U.S TREASURY N/B
2/14/2020
12/13/2019
12/13/2019
01/30/2020
04/07/2020
04/15/2020
11/04/2020
12/09/2020
$12109 / 2020$
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$12 / 09 / 2020$
1221212020

| $10,000,000.00$ |
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| $10,000,000,00$ |

                        160,000,000.00
                                1,187,938.85
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    $2,641,648.29$
$\frac{1,852,005.98}{5,661,593.12}$

mPower Placer－Long Term 2015NR－A 2015NR－A mPower Placer 08／18／2015
09／02／2016 08／28／2018

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Subtotal and Average mPower Placer 5，689，416．16
 $2018 B$

Federal Agency Coupons


3139ELXM1
3133ELXM1
3133ELYRg 3133 ELB60 3133 ELA95 $3133 E L 3 E 2$ 3133EL3E2 3133EL4H4 $3133 E L E P 4$
$3133 E M D Y 5$ 3133EMDY5
2015NR-BLT
72601FAC2

2015NR－BLT
72601FAC2

|  | Subtotal and Average |  | 203，263，792．34 |
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| mPower Placer－Long Term |  |  |  |
| 2015NR－A | 2015NR－A | mPower Placer |  |
| 2015NR－BLT | 2015NR－BLT | mPower Placer |  |
| 72601FAC2 | 2018B | Public Finance A |  |
| Subtotal and Average |  |  | 5，689，416．16 |

            \(\begin{array}{ll}04 / 27 / 2020 & 10,000,000.00 \\ 05 / 08 / 2020 & 10,000,000.00 \\ 05 / 26 / 2020 & 10,000,000.00 \\ 05 / 26 / 2020 & 10,000,000.00 \\ 08 / 11 / 2020 & 10,000,000.00 \\ 08 / 11 / 2020 & 10,000,000.00 \\ 08 / 19 / 2020 & 10,000,000.00 \\ 09 / 09 / 2020 & 10,000,000.00 \\ 10 / 21 / 2020 & 10,000,000.00 \\ 12 / 08 / 2020 & 10,000,000.00 \\ 12 / 15 / 2020 & 10,000,000.00\end{array}\)
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912828M30 17022
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| U．S．Treasury Coupons |  |  |  |
| 912828MBO | 17022 | U．S TREASURY N／B |  |
| 912828P87 | 19328 | U．S TREASURY N／B |  |
| 912828527 | 19218 | U．S．TREASURY COUPON |  |
| 8128287A2 | 19217 | U．S．TREASURY COUPON |  |
| 812828R77 | 19218 | U．S．TREASURY COUPON |  |
| 912828R77 | 19218 | U．S．TREASURY COUPON |  |
| 9128283X6 | 19303 | U．S．TREASURY COUPON |  |
| 9128282F6 | 19406 | U．S．TREASURY COUPON |  |
| 912828578 | 19420 | U．S．TREASURY COUPON |  |
| 91282CAC5 | 20339 | U．S．TREASURY COUPON |  |
| 91282CAC5 | 20397 | U．S．TREASURY COUPON |  |
| 8128282X1 | 20368 | U．S．TREASURY COUPON |  |
| 91282CAG6 | 20389 | U．S．TREASURY COUPON |  |
| 91282CAN1 | 20400 | U．S．TREASURY COUPON |  |
| 91282BZR4 | 20401 | U．S．TREASURY COUPON |  |
| 912828ZX1 | 20433 | U．S．TREASURY COUPON |  |


| Date | Par Value |
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| $12 / 01 / 2017$ | $10,000,000.00$ |
| $02 / 14 / 2020$ | $10,000,000.00$ |
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| $12 / 13 / 2019$ | $10,000,000.00$ |
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| $01 / 30 / 2020$ | $10,000,000.00$ |
| $04 / 07 / 2020$ | $10,000,000.00$ |
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| $12 / 21 / 2020$ | $10,000,000.00$ |
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119 & 05 / 31 / 2021 \\
14 & 02 / 15 / 2021
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119 & 05 / 31 / 2021
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## January 31， 2021 <br> Portfolio Details－Investments

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$12 / 22 / 2020$
$12 / 22 / 2020$ 12／22／2020
01／15／2021 01／19／2021 01／29／2021 01／29／2021 292020 08／28／2020 08／10／2020呙 10／20／2020
$10 / 28 / 2020$
 05／26／2020 05／26／2020 06／30／2020 07／128／2020 08／18／2020 09108／2020 09／28／2020 11／04／2020 11／13／2020 11／18／2020 $11 / 16 / 2020$
$41 / 18 / 2020$ 12／01／2020 12／01／2020 12／10／2020 12／15／2020



## General Fund

Portfolio Management
Portfolio Details－Investments
January 31， 2021
YTM Days to Maurity

| 0.420 | 1,688 | $08 / 25 / 2025$ |
| ---: | ---: | ---: |
| 0.278 | 1,260 | $07 / 15 / 2024$ | $0.270 \quad 715$


| SYS19055 | 19055 | Five Star Bank |  | 5，000，000．00 | 5，000，000，00 | 5，000，000，00 | 0.540 | 0.540 | 1 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Subtotal and Average | 5，000，000，00 | 5，000，000．00 | 5，000，000．00 | 5，000，000，00 |  | 0.540 | 1 |


| 2.400 | 28 | $03 / 01 / 2021$ |
| ---: | ---: | ---: |
| 3.127 | 814 | $04 / 28 / 2023$ |
| 2.764 | 421 |  |

$0.243 \quad 130 \quad 06 / 11 / 2021$ $\begin{array}{ll}35 \\ & 02 / 01 / 2022 \\ & 08 / 10 / 2021\end{array}$ 29 08／10／2021
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## General Fund

Portfolio Management
Portfolio Details－Investments
January 31， 2021

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\text { 日,982,055.55 }
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0.208 & 193 \\
\hline 0.151 & 93 \\
\hline
\end{array}
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10,000,000.00 \\
9,998,347.22
\end{array}
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& 9,892,387.22 \\
& \text { 日,891,611.17 }
\end{aligned}
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40,000,000.00 \\
19,979,311.11 \\
9,989,277.77
\end{array}
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$0.051 \quad 0 \quad 02 / 01 / 2021$ $03 / 08 / 2021$
$06 / 1 / 2021$ $\begin{array}{r}18,978,311.11 \\ 9,989,277.77 \\ \hline\end{array}$ 249，865，630．55
Stated
Rate


1．10e $\begin{array}{r}3,000,000.00 \\ 3,000,000,00 \\ \hline\end{array}$ $\begin{array}{llll} \\ 04 / 17 & 3,000,000.00 & 3,000,000.00 & 3,000,000.00\end{array}$

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\text { 8,993,766.67 } \\
12,879,811.11
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9,887,777.78 \\
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9,990,000.00 \\
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8,993,766.67

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18,879,811.11 \\
19,978,405.56 \\
0.09777770
\end{array}
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& 9,992,869.45 \\
& 9,892,397.22
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## General Fund

Portfolio Management
Page 5
Portfolio Details - Investments
January 31, 2021


## January 1, 2021 - January 31, 2021




Maturity
Date YTM
Maturity
Date $\quad$ YTM
0.060
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$24,999,333,33$
$54,999,908.34$
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$44,999,925.00$
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& \hline 01 / 05 / 202101 / 08 \text {. At Maturiky }
\end{aligned}
$$$\begin{array}{lll}50,00,000,00 & 01 / 05 / 202101 / 08 \text { - At Maturity } \\ 50,000,00,000.00 & 01 / 05 / 202101 / 06-\text { At Maturity }\end{array}$25,000,000.00 01/05/202101/21 - At Maturity$55,000,000.00$ 01/08/202101/07 - At Maturity55,000,000.00 01/06/202101/07 - At Maturity$55,000,000.00 \quad 01 / 07 / 202101 / 08$ - At Maturity$55,000,000.00 \quad 01 / 07 / 202101 / 08$ - At Maturity50,000,000.00 01/08/202101/11 - At Maturity$50,000,000.00$ 01/08/202101/11 - At Maturity$50,000,000.00$ 01/11/202101/12 - At Maturity55,000,000.00 01/11/202101/12-At Maturity25,000,000.00 01/12/202101/13 - At Maturity$50,000,000.00 \quad 01 / 12 / 202101 / 13$ - At Maturity$55,000,000,00 \quad 01 / 12 / 202101 / 21$ - At Maturity40,000,000.00 01/13/202101/14 - At Maturity40,000,000.00 01/13/202101/14 - At Maturity45,000,000.00 01/14/202101/15-At Maturity$45,000,000.00 \quad 01 / 14 / 202101 / 15$ - At Maturity$50,000,000.00 \quad 01 / 15 / 202101 / 19$ - At Maturity

10,000,000.00 01/15/202107/11-01/11
10,000,000.00 01/15/202107/15-01/1
45,000,000.00 01/15/202101/19 - At Maturity
 $50,000,000.00 \quad 01 / 19 / 202101 / 20-$ At Maturity 10,000,000.00 01/19/202107/19-01/19

 $50,000,000,00 \quad 01 / 20 / 202101 / 21$ - At Maturity

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| $\sum_{1}$ |
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General Fund
63873JN55
22533TN69
63873JN63
21687ANM1
22533TN77
63873JN71
22533TN85
63873JN89
22533TNB8
63873JNB2
22533TNC6
63873JNCO
22533TND4
63873JND8
9127963V9
22533TNE2
63873JNE6
22533TNF9
63873JNF3
22533TNK8
3133EMMMN9
3135GAC90
63873JNK2
65558T2G9
78012UD77
22533TNL6
3133EMNG3
63873JNL0
22533TNM4
63873JNM8
22533TNN2
63873JNN6
General Fund
Summary by Issuer
January 31, 2021

| Issuer | $\begin{array}{c}\text { Number of } \\ \text { lnvestments }\end{array}$ |
| :--- | ---: |
| Ackerman School District | 1 |
| Credit Agricole CIB | 1 |
| Credit Suisse New York | 4 |
| FEDERAL FARM CREDIT BANK | 19 |
| FEDERAL HOME LOAN BANK | 9 |
| Federal Home Loan Bank Discoun | 12 |
| FED HOME LOAN MORT CORP | 18 |
| Fannie Discount Note | 2 |
| FEDERAL NATIONAL MORT. ASSOC. | 4 |
| Fannie Discount | 1 |
| Five Star Bank - PIMMA | 1 |
| Johnson \& Johnson | 1 |
| Lloyds Bank Corp Mkts NY | 1 |
| Mid Placer Public School Trans | 2 |
| Mizuho Bank LTD | 1 |
| mPower Folsom | 1 |
| mPower Placer | 5 |
| MUFG BANK LTD/NY | 7 |
| NATEXIS BANQ POPULAIR NY | 5 |
| NORDEA BANK FINLAND NY | 2 |
| Newcastle Elementary SD | 1 |
| Placer Hills Fire Protection | 1 |
| Public Finance Authority | 1 |

General Fund


COUNTY OF PLACER TREASURER'S POOLED INVESTMENT REPORT For the Month of February 28, 2021
PREFACE

## Placer County Treasurer's Pooled Investment Report

## February 28, 2021

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

> Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.
Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.
Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold. Government Code 53646 Compliance Report
The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.
Individual securities are priced at the end of each month by Wells Fargo Bank.
The Weighted Average Maturity of the investments with the Treasury is 496 days.
The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $\$ 833,029,011.87$ in cash and investments maturing in the next 180 days.
Portfolio Summary
February 28, 2021

| Investments | Par Value | Market Value | Book Value | Portfollo | Term | Days to Maturlty | 360 Equiv. | 365 Equiv. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| U.S. Treasury Coupons | 140,000,000.00 | 140,572,285.96 | 240,020,529.48 | 9.19 | 656 | 356 | 0.728 | 0.739 |
| mPower Placer - Long Term | 5,661,593.12 | 6,341,173.57 | 5,688,974,52 | 0,37 | 7,352 | 5,840 | 4.238 | 4.295 |
| Federal Agancy Coupons | 515,000,000.00 | 513,985,111.10 | 514,880,331.12 | 33.78 | 897 | 737 | 0.274 | 0.278 |
| Collateralized İnactive Bank Deposi | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 | 0.33 | 1 | 1 | 0.452 | 0.458 |
| Medlum Term Nates | 20,000,000.00 | 19,983,700.00 | 19,994,511,33 | 1.31 | 1,456 | 393 | 2.726 | 2.764 |
| Negotiable Certincates of Deposit | 315,000,000.00 | 315,089,700.00 | 315,000,000,00 | 20.88 | 298 | 182 | 0.257 | 0.261 |
| Collateralized CDs | 8,000,000.00 | 6,000,000.00 | 6,000,000.00 | 0.39 | 385 | 54 | 1.025 | 1.038 |
| Commercial Paper Disc. Amortizing | 230,000,000.00 | 229,889,819.45 | 228,880,819,45 | 15.08 | 169 | 83 | 0.151 | 0.153 |
| Federal Agency Disc. -Amartizing | 140,000,000.00 | 139,880,700,00 | 138,882,834.72 | 9.18 | 310 | 91 | 0.153 | 0.155 |
| Treasury Discounts -Amortzing | 110,000,000.00 | 109,984,000.00 | 109,860,534.72 | 7.21 | 328 | 98 | 0.137 | 0.139 |
| Local Agency Bond | 10,279,898.72 | 11,391,932.55 | 10,279,888.72 | 0.67 | 7,683 | 8,382 | 2.043 | 2.072 |
| Local Agency Bonds | 10,470,000.00 | 14,308,155.65 | 10,470,000.00 | 0.69 | 1,895 | 822 | 2.850 | 2.687 |
| mPower Placer | 14,835,231.93 | 15,896,173,50 | 14,835,231.83 | 0.87 | 7.712 | 6,608 | 3.761 | 3.833 |
| mPower - Folsom | 2,324,420.49 | 2,431,588.86 | 2,324,420.49 | 0.15 | 7.692 | 5,731 | 1.856 | 1.983 |
| Investments | 1,524,571,244.26 | 1,530,782,320.64 | 1,524,408,986.48 | 100.00\% | 701 | 496 | 0.388 | 0.393 |
| Cash, Pending Redemptions |  |  |  |  |  |  |  |  |
| Passbook/Checking (not inctuded in yield calculations) | 17,029,011.87 | 17,029,011.07 | 17,029,011.07 |  | 1 | 1 | 0.000 | 0.000 |
| Pending Redemptions | 10,000,000.00 | 10,000,000.00 | 10,000,000.00 |  |  |  |  |  |
| Subtotal |  | 27,028,011.87 | 27,029,011.87 |  |  |  |  |  |
| Total Cash, Pending Redemptions and Investments | 1,551,600,256.13 | 1,667,811,332.51 | 1,551,435,998.35 |  | 701 | 496 | 0.388 | 0.393 |

[^2]General Fund
Portfolio Management
Portfolio Details - Pending R

Portfolio Management
Portfolio Details - Investments
February 28, 2021
$2.147 \quad 639$ 11/30/2022
$1.710 \quad 121$ 08/30/2021 $05 / 31 / 2021$

$05 / 31 / 2021$ 05/31/2021 | Na |
| :---: |
|  | $07 / 31 / 2022$

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FEDERAL FARM CREDIT BANK FEDERAL FARM CREDT BANK
FEDERAL FARM CREDTT BANK FEDERAL FARM CREDIT BANK FEDERAL FARM CREDIT BANK FEDERAL FARM CREDIT BANK FEDERAL HOME LOAN BANK

## General Fund

Portfolio Management Portfolio Details - Investments
February 28, 2021
YTM Days to Maturity
$\begin{array}{lll}0.183 & 347 & 02 / 11 / 2022 \\ 0.183 & 347 & 02 / 11 / 2022\end{array}$

| 0.183 |  |  |
| :--- | :--- | :--- |
| 0.183 | 347 | $02 / 11 / 2022$ |
| 0.261 | 182 |  |

04/17/2021 듳 54
Page 4
General Fund
Portfolio Management
Portfolio Details－Investments
February 28， 2021
$\underset{\substack{\text { Anrage } \\ \text { Balane }}}{\substack{\text { Purfligese } \\ \text { Date }}}$
YTM
365 Days to
Maturity $\begin{gathered}\text { Maturity } \\ \text { Date }\end{gathered}$
$0.067 \quad 155 \quad 08 / 03 / 2021$
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N $0.067 \quad 16408 / 1212021$ $0.139 \quad 98$

| Local Agency Bond |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SYS10098 | 18098 | Ackerman Schoo |  | 04／03／2017 | 6，038，197．98 | 6，709，847．76 | 6，038，167．69 | 2.800 | 2.800 | 5，877 | 04／03／2037 |
| SYS17042 | 17042 | Mid Placer Public | rans | 12／21／2017 | 203，524．24 | 308，773，51 | 283，524．24 | 2.860 | 2.850 | 2，486 | 12／21／2027 |
| SYS18093 | 18093 | Mid Placer Public | Trans | 01／16／2019 | 801，666．21 | 883，393．35 | 801，868．21 | 3.000 | 3.000 | 2，878 | 01／18／2029 |
| 16115 | 16115 | Newcastle Elem |  | 08／30／2017 | 2，764，650，08 | 3．068，772．65 | 2，764，650．08 | 2.800 | 0.000 | 9，617 | 08／30／2047 |
| SYS19127 | 19127 | Placer Hills Fire |  | 10／21／2019 | 381，786．20 | 413，145．28 | 391，788．20 | 3.000 | 3.000 | 1，330 | 10／21／2024 |
|  |  | Subtotal and Average | 10，279，998．72 |  | 10，279，998．72 | 11，381，932．55 | 10，279，998．72 |  | 2.072 | 6，382 |  |
| Local Agency Bonds |  |  |  |  |  |  |  |  |  |  |  |
| SYS17034 | 17034 | Pioneer Community Energy |  | 12／14／2017 | 10，470，000．00 | 14，306，155．65 | 10，470，000．00 | 2.650 | 2.687 | 822 | 08／01／2023 |
|  |  | Subtotaf and Average | 10，470，000．00 |  | 10，470，000．00 | 14，306，155．65 | 10，470，000．00 |  | 2.887 | 822 |  |
| mPowar Placer |  |  |  |  |  |  |  |  |  |  |  |
| 2016NR－A | 2018NR－A | mPower Placer |  | 00／04／2016 | 3，549，538．34 | 3，580，458．01 | 3，549，539，34 | 3.000 | 3.042 | 6，029 | 09／02／2037 |
| $\mathrm{Of}^{2017 \text { NR }}$ | 2017 NR | mPower Placer |  | 07／06／2017 | 229，548．02 | 231，534．74 | 229，548．02 | 3.000 | 3.042 | 0，394 | 09／02／203日 |

Data Updated：FUNDSNAP：03／05／2021 12：38

## February 1, 2021 - February 28, 2021

| CUSIP | Investment\# | Fund | Sec. <br> Type lasuet | Original Par Value | Purchase Date Payment Periods | Princlpal Purchased | Accrued interest at Purchase | Rate at Purchase | Maturity $\qquad$ | YTM | Ending Book Value |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| General Fund |  |  |  |  |  |  |  |  |  |  |  |
| 22533 TP26 | 20501 | 1010 | ACP CACPNY | 70,000,000.00 | 02/01/2021 02/02-At Maturity | 69,999,902.78 |  | 0.050 | 02/02/2021 | 0.050 | 0.00 |
| 3130AKWV4 | 20503 | 1010 | FAC FHLB | 10,000,000.00 | 02/01/2021 07/29-01/29 | 0,898,000.00 | 277.78 | 0.500 | 01/28/2028 | 0.504 | 9,898,311.15 |
| 63673.JP20 | 20502 | 1010 | ACP NATXNY | 50,000,000.00 | 02/01/2021 02/02 - At Maturity | 49,899,944.44 |  | 0.040 | 02/02/2021 | 0.040 | 0.00 |
| 22533 TP34 | 20504 | 1010 | ACP CACPNY | 60,000,000.00 | 02/02/2021 02/03 - At Malurity | 59,999,816.67 |  | 0.050 | 02/03/2021 | 0.050 | 0.00 |
| 63873.JP36 | 20505 | 1010 | ACP NATXNY | 40,000,000.00 | 02/02/202102/03 - At Maturity | 39,999,944.44 |  | 0.050 | 02/03/2021 | 0.050 | 0.00 |
| 87019VRB2 | 20506 | 1010 | NCB SWEDBK | 25,000,000.00 | 02/02/2021 11/02-At Malurity | 25,000,000,00 |  | 0.160 | 11/02/2021 | 0.160 | 25,000,000.00 |
| 3130AKMR4 | 20508 | 1010 | FAC FHLB | 10,000,000.00 | 02/03/202107/15-01/15 | 9,994,000.00 | 1,650.00 | 0.330 | 01/15/2025 | 0.345 | 9,995,768.14 |
| 3130AKMR4 | 20509 | 1010 | FAC FHLB | 10,000,000.00 | 02/03/202107/15-01/15 | 9,094,000.00 | 1,650.00 | 0.330 | 01/45/2025 | 0.345 | 9,995,768.14 |
| 63873.JP46 | 20507 | 1010 | ACP NATXNY | 80,000,000.00 | 02/03/202102/04 - At Maturity | 89,999,825.00 |  | 0.070 | 02/04/2021 | 0.070 | 0.00 |
| 22533 PP59 | 20510 | 1010 | ACP CACPNY | 100,000,000.00 | 02/04/2021 02/05-At Maturity | 99,899,833.34 |  | 0.060 | 02/05/2021 | 0.080 | 0.00 |
| 22533 TP83 | 20511 | 1010 | ACP CACPNY | 95,000,000.00 | 02/05/2021 02/08 - At Maturity | 94,999,604,17 |  | 0.050 | 02\%08/2021 | 0.050 | 0,00 |
| 638730MY7 7 | 20512 | 1010 | NCB NATXNY | 10,000,000,00 | 02/05/2021 09/05 - At Maturity | 10,000,000.00 |  | 0.150 | 08/05/2021 | 0.150 | 10,000,000.00 |
| $22533 T P 91$ | 20514 | 1010 | ACP CACPNY | 50,000,000,00 | 02/08/202才02/09 - At Malurity | 48,999,930.56 |  | 0.050 | 02/09/2021 | 0.050 | 0.00 |
| SYS83a73.JP95 | 20513 | 1010 | AGP NATXNY | 40,000,000.00 | 02/08/202102/09 - At Maturity | 39,909,055,56 |  | 0.040 | 02109/2021 | 0.040 | 0.00 |
| 22533 TPA8 | 20515 | 1010 | ACP CACPNY | 90,000,000.00 | 02/09/2021 02/10 - At Maturity | 69,998,875.00 |  | 0.050 | 02/10/2021 | 0.050 | 0.00 |
| 22533TPB6 | 20517 | 1010 | ACP CACPNY | 50,000,000,00 | 02/10/202402/11 - At Malurity | 49,993, 930.56 |  | 0.050 | 02/41/2021 | 0.050 | 0.00 |
| 63873.JPB0 | 20516 | 1010 | ACP NATXNY | 50,000,000.00 | 02/10/202102/11 - At Maturity | 49,999,944.44 |  | 0.040 | 02/11/2021 | 0.040 | 0.00 |
| 22533 TPC4 | 20516 | 1010 | ACP CACPNY | 83,000,000.00 | 02/11/202102/12 - At Maturity | 82,999,884.73 |  | 0.050 | 02/12/2021 | 0.050 | 0.00 |
| 22533TPG5 | 20521 | 1010 | ACP CACPNY | 90,000,000.00 | 02/12/202102/16 - At Maturity | 89,989,500.00 |  | 0.050 | 02/18/2021 | 0.050 | 0.00 |
| 96130 AHSO | 20519 | 1010 | NCE WSTNY | 10,000,000.00 | 02/12/202102/11 - At Maturity | 10,000,000.00 |  | 0.180 | 02/11/2022 | 0.180 | 10,000,000,00 |
| 96130AHSO | 20520 | 1010 | NCB WSTNY | 10,000,000.00 | 02/12/202102/11 - At Maturity | 10,000,000,00 |  | 0.180 | 02/11/2022 | 0.180 | 10,000,000.00 |
| 22533 TPH3 | 20522 | 1010 | ACP CACPNY | 73,000,000.00 | 02/18/2021 02/17-At Maturity | 72,999,698.62 |  | 0.050 | 02/17/2021 | 0.050 | 0.00 |
| 63879JPH7 | 20523 | 1010 | ACP NATXNY | 30,000,000,00 | 02/16/202102/17 - At Maturity | 29,908,986.67 |  | 0.040 | 02/17/2021 | 0.040 | 0.00 |
| 22533TPJ9 | 20525 | 1010 | ACP CACPNY | 72,000,000.00 | 02/17/202102/16 - At Maturity | 71,999,900.00 |  | 0.050 | 02/18/2021 | 0.050 | 0.00 |
| $63873 . J P \sqrt{3}$ | 20524 | 1010 | ACP NATXNY | 30,000,000.00 | 02/17/202102/16 - At Maturity | 29,999,986.67 |  | 0.040 | 02/18/2021 | 0.040 | 0.00 |
| 22533TPK | 20527 | 1010 | ACP CACPNY | 92,000,000.00 | 02/18/202102/19 - At Mawrity | 91,999,872.23 |  | 0.050 | 02/19/2021 | 0.050 | 0.00 |
| g0275DNC0 | 20528 | 1010 | NCB UBSNCT | 10,000,000.00 | 02/18/202108/16 - At Mawrity | 10,000,000.00 |  | 0.250 | 08/13/2022 | 0.250 | 10,000,000,00 |
| 22533TPN0 | 20526 | 1010 | ACP CACPNY | 50,000,000.00 | 02/19/202102/22-At Maturity | 49,999,791.67 |  | 0.050 | 02/22/2021 | 0.050 | 0.00 |
| 63873.JPN4 | 20529 | 1010 | ACP NATXNY | 49,000,000.00 | 02/19/202102/22-At Maturity | 48,999,836.87 |  | 0.040 | 02/22/2021 | 0.040 | 0.00 |
| 22533 TPP5 | 20530 | 1010 | ACP CACPNY | 50,000,000.00 | 02/22/2021 02/23 - At Maturity | 49,999,030.56 |  | 0.050 | 02/23/2021 | 0.050 | 0.00 |
| 63873.JPP9 | 20531 | 1010 | ACP NATXNY | 46,000,000.00 | 02/22/2021 02/23 - At Maturity | 45,996,948.89 |  | 0.040 | 02/23/2021 | 0.040 | 0.00 |
| 22533TPQ3 | 20532 | 1010 | ACP CACPNY | 50,000,000.00 | 02/23/202102/24 - At Maturity | 49,990,930.56 |  | 0.050 | 02/24/2021 | 0.050 | 0.00 |


General Fund
Summary by Issuer
February 28, 2021

| Issuer | Number of Investments | $\begin{gathered} \text { Par } \\ \text { Value } \end{gathered}$ | Remaining Cost | $\begin{array}{r} \% \text { of } \\ \text { Portfolio } \end{array}$ | Average YTM 365 | Average Days to Maturity |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Ackerman School District | 1 | 6,038,187.99 | 6,038,187.99 | 0.39 | 2.800 | 5,877 |
| Credit Agricole CIB | 1 | 80,000,000.00 | 79,999,733.33 | 5.19 | 0.041 | 0 |
| Credit Suisse New York | 4 | 60,000,000,00 | 59,898,616.67 | 3.89 | 0.233 | 131 |
| FEDERAL FARM CREDIT BANK | 19 | 190,000,000.00 | 189,971,400.00 | 12.33 | 0.215 | 665 |
| FEDERAL HOME LOAN BANK | 12 | 115,000,000,00 | 114,949,206.67 | 7.46 | 0.389 | 609 |
| Federal Home Loan Bank Discoun | 12 | 120,000,000.00 | 119,842,856.95 | 7.78 | 0.147 | 103 |
| FED HOME LOAN MORT CORP | 18 | 180,000,000.00 | 180,059,230.00 | 11.69 | 0.258 | 747 |
| FEDERAL NATIONAL MORT. ASSOC. | 4 | 40,000,000.00 | 39,979,200.00 | 2.59 | 0.321 | 1,233 |
| Fannie Discount | 1 | 10,000,000.00 | 9,981,866.87 | 0.65 | 0.206 | 2 |
| Five Star Bank - PIMMA | 1 | 5,000,000.00 | 5,000,000,00 | 0.32 | 0.458 | 1 |
| Johnson \& Johnson | 1 | 10,000,000,00 | 9,778,500.00 | 0.63 | 2.400 | 0 |
| Lloyds Bank Corp Mkts NY | 1 | 10,000,000.00 | 9,983,533.33 | 0.65 | 0.247 | 122 |
| Mid Placer Public School Trans | 2 | 1,085,392.45 | 1,085,392.45 | 0.07 | 2.961 | 2,776 |
| Mizuho Bank LTD | 1 | 25,000,000.00 | 25,000,000.00 | 1.62 | 0.243 | 102 |
| mPower Folsom | 5 | 2,324,420.49 | 2,324,420.49 | 0.15 | 1.983 | 5,731 |
| mPower Placer | 7 | 8,064,697,55 | 8,064,697.55 | 0,52 | 3.557 | 5,851 |
| MUFG BANK LTD/NY | 4 | 40,000,000.00 | 39,848,433.33 | 2.59 | 0.187 | 91 |
| NATEXIS BANQ POPULAIR NY | 2 | 20,000,000.00 | 19,985,166.67 | 1.30 | 0.179 | 140 |
| NORDEA BANK FINLAND NY | 1 | 25,000,000.00 | 25,000,000.00 | 1.62 | 0.203 | 337 |
| Newcastle Elementary SD | 1 | 2,764,650.08 | 2,764,650.08 | 0.18 | 0.000 | 9,617 |
| Placer Hills Fire Protection | 1 | 391,788.20 | 391,788,20 | 0.03 | 3.000 | 1,330 |
| Public Finance Authority | 1 | 1,852,005.98 | 1,889,046.10 | 0.12 | 4.894 | 6,423 |
| Pioneer Community Energy | 9 | 20,802,544.91 | 20,802,544.91 | 1.35 | 3.403 | 3,803 |

General Fund


TREASURER'S POOLED INVESTMENT REPORT For the Month of March 31, 2021
PREFACE

## Placer County Treasurer's Pooled Investment Report

 Government Code 53646 Compliance ReportThe following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.
Individual securities are priced at the end of each month by Wells Fargo Bank.
The Weighted Average Maturity of the investments with the Treasury is 558 days.
The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $\$ 848,345,230.40$ in cash and investments maturing in the next 180 days.

| Investments |  | $\begin{gathered} \text { Par } \\ \text { Value } \end{gathered}$ | Market Value | Book Value |  | Term | Days to Maturlity | $\begin{gathered} \text { YтM } \\ 360 \text { Equiv. } \end{gathered}$ | YTM 365 Equiv. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| U.S. Treasury Coupons |  | 200,000,000.00 | 259,856,522.74 | 259,551,554.54 | 15.86 | 1,014 | 923 | 0.646 | 0.655 |
| mPower Placer - Long Term |  | 5,210,793.12 | 5,848,194.82 | 5,237,873.63 | 0.32 | 7,355 | 5,829 | 4.261 | 4.320 |
| Federal Agency Coupans |  | 535,000,000.00 | 533,511,883.88 | 534,971,004.31 | 32.69 | 812 | 738 | 0.283 | 0.287 |
| Collaterallzed Inaclve Bank Deposi |  | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 | 0.31 | 1 | 1 | 0.401 | 0.407 |
| Medium Term Notes |  | 10,000,000.00 | 9,943,700.00 | 9,984,723.80 | 0.81 | 1,790 | 755 | 3.085 | 3.127 |
| Negotiable Ceritifates of Deposit |  | 380,000,000.00 | 358,971,285.00 | 380,000,000.00 | 22.00 | 288 | 174 | 0.247 | 0.251 |
| Collateralized GDs |  | 6,000,000.00 | 8,000,000,00 | 6,000,000.00 | 0.37 | 385 | 23 | 1.025 | 1.038 |
| Commerclal Paper Disc. -Amortizing |  | 210,000,000.00 | 209,855,505.55 | 209,915,355.54 | 12.83 | 175 | 70 | 0.156 | 0.158 |
| Federal Agency Disc. -Amortzing |  | 120,000,000.00 | 119,982,700.00 | 119,977,865.29 | 7.93 | 306 | 75 | 0.140 | 0.142 |
| Treasury Discounts -Amortizing | * | 90,000,000.00 | 88,985,700.00 | 89,972,262.48 | 5.50 | 341 | 86 | 0.142 | 0.144 |
| Local Agency Bond |  | 10,279,988.72 | 11,381,932.55 | 10,279,898.72 | 0.63 | 7,693 | 6,351 | 2.043 | 2.072 |
| Local Agency Bonds |  | 10,470,000.00 | 14,308,155.65 | 10,470,000.00 | 0.64 | 1,885 | 791 | 2.650 | 2.687 |
| mPower Placer |  | 43,002,902.31 | 13,855,835.65 | 13,002,902,31 | 0.79 | 7.711 | 6.561 | 3.743 | 3.795 |
| mPower - Folsom |  | 2,215,791.91 | 2,317,785.11 | 2,215,791.91 | 0.14 | $\cdot 7,693$ | 5,703 | 1.954 | 1.881 |
| Investments |  | 1,637,179,486.06 | 1,641,637,140.95 | 1,636,589,132.54 | 100.00\% | 757 | 558 | 0.387 | 0.392 |
| Cash |  |  |  |  |  |  |  |  |  |
| Passbook/Checking (not included in yield calculations) |  | 17,345,230,40 | 17,345,230.40 | 17,345,230,40 |  | 1 | 1 | 0.000 | 0.000 |
| Total Cash and Investments |  | 1,654,524,716.46 | 1,658,982,371.35 | 1,653,934,362.94 |  | 757 | 658 | 0.387 | 0.392 |

$\begin{array}{lllll}\text { Investments } & \text { Par } & \text { Markot } & \text { Value } & \text { Book }\end{array} \begin{gathered}\text { \% of } \\ \text { U.S. }\end{gathered}$ $\begin{array}{rrr}258,656,522.74 & 259,551,554.54 & 15.86 \\ 5,848,184.82 & 5,237,873.63 & 0.32\end{array}$ 0.31
0.81
22.00
0.37
12.83
$\begin{array}{rr}119,977,865.29 & 7.33 \\ 69,972,262.49 & 5.50\end{array}$
0.63
0.64
0.79 $100.00 \%$ $10,470,000.00$
$13,002,902.31$ 2,215,791.91
Cash Passbook/Checking
(not induded in yield calcullations) Total Cash and Investments


## General Fund

Portfolio Management
Portfolio Details－Investments
March 31， 2021
$11 / 30 / 2022$
$08 / 30 / 2021$
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| 4,894 | $\mathbf{6 , 3 8 2}$ | $10 / 01 / 2038$ |
| $\mathbf{4 , 3 2 0}$ | $\mathbf{5 , 8 2 9}$ |  |

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$10,006,900.00$
$\begin{array}{rr}117 & 07 / 27 / 2021 \\ 400 & 05 / 00 / 2022 \\ 55 & 05 / 28 / 2021\end{array}$
$\begin{array}{rr}55 & 05 / 28 / 2021 \\ 239 & 11 / 28 / 2021\end{array}$
$\begin{array}{ll}239 & 11 / 2012021 \\ 861 & 08 / 10 / 2023 \\ 661 & 08 / 11 / 2023\end{array}$
$\begin{array}{ll}661 & 00110 / 2023 \\ 505 & 08 / 19 / 2022\end{array}$


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$12 / 22 / 2020$
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$01 / 18 / 2021$
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$03 / 222021$
$11 / 28 / 2017$
$06 / 29 / 2020$
$06 / 28 / 2020$
$09 / 10 / 2020$
$09 / 23 / 2020$
$10 / 20 / 2020$
$10 / 29 / 2020$
$01 / 29 / 2021$
$02 / 01 / 2021$
$02 / 03 / 2021$
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$08 / 11 / 2020$
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General Fund
Portfolio Management
Portiolio Details－Investments
March 31， 2021
Purchase
$\begin{array}{lllllll}10,001,400.00 & 10,000,000.00 & 0.200 & 0.200 & 505 & 06 / 19 / 2022\end{array}$ 798
910
$98109 / 28 / 2023$

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## March 31， 2021

 534，971，004．31Medium＇Term Notes
04／28／2023 $\begin{array}{ll}3.127 & 755 \\ 3.127 & 755\end{array}$

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Collaterallzed Inactive Bank Deposi
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## PM（PRF＿PM2）7．3．0




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$10,000,000.00$ 535，000，000．00
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12／11／2020
02／05／2021
03／03／2021
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$06 / 10 / 2020$
$08 / 30 / 2020$

## 01／15／2021

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$09 / 09 / 2020$
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$09 / 28 / 2020$
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$11 / 13 / 2020$
$11 / 16 / 2020$
$11 / 16 / 2020$
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$12 / 01 / 2020$
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$03 / 25 / 2021$
$12 / 10 / 2020$
$12 / 14 / 2020$
$12 / 15 / 2020$
$01 / 15 / 2021$ 7b＇065＇6st＇02s 20094
20234
20270 20271 20338 20352 20355 20363 20375 20378 20404 20417

20574
20409
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Federal Agency Cou 3134GWPQ3 3134 GWJ58 3134GWTLO 3134GWTLO 3137EAEC9 3134GW7G5 3134GW7ED 3134GW7D2 3t34GW7D2 3134GXCY8 3134GXEXB AEV 3137EAEX3 3134GXGS7 3135G05G4 3135GA5U1 $3135 G 05 \times 7$
3135 GACgO

Negotiable Certificates of Deposit

## 20408 20512

20541 20479

19450
19471 b0710AVB5 83873QMY7 638730NNo WH 78012 UWH 4 78012 UWXP
78012 LD 77
 20474 Royal Bank of Canada
Portfolio Management
Portfolio Details－Investments
March 31， 2021
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41 05／12／2021
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## General Fund

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Markat Value Average
Balance
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| CUSIP | Investment\＃ |
| :--- | :--- |
| Negotiable Certifcatas of Deposit |  |


$\begin{array}{r}10,000,000.00 \\ \hline 360,000,000.00\end{array}$ $\begin{array}{ll}081 / 1 / 2020 & 10,000,000,00 \\ 0817172020 & 10,000000000 \\ 081012020 & 1000000\end{array}$
10，001，900．00
$10,0077.800 .00$
$10,005,400.00$
10，002，800．00 $\begin{array}{lll}10,002,800.00 & 10,000,0000.00 & 0.270 \\ 25,004,000000 & 25,000,000.00 & 0.250 \\ & 2,000,000 & 0.150\end{array}$
20，005，200．00
24，989，750．00
10，004，000．00
10，006，000．00
10，002，000．00
9，882，800．00
19，863，800．00
号
$359,971,265.00$
Par Value

## Book Value

$10,001,900.00 \quad 10,000,000.00$
品品 20，000，000．00 $\quad 0.230$ $\begin{array}{lll}10,000,000.00 & 0.520\end{array}$

 \begin{tabular}{ll}
$10,000,000.00$ \& 0.430 <br>
\hline 0.250

 

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\end{tabular}

 움 뭄 $000000^{\prime} 000^{\prime} 095$ 10／01／2020 $\quad 10,000,000.00$ $\begin{array}{ll}1201 / 2020 \\ 03 / 172021 & 20,000,000.00 \\ 20,000,000.00\end{array}$ 10／15／2020 $\quad 20,000,000.00$ $\begin{array}{ll}05 / 10712020 & \quad 25,000,0000.00 \\ 10,000,000\end{array}$ 10，000，000．00 10，000，0000．00 10，000，000．00 10，000，000．00 $20,000,000.00$
$15,000,000.00$ 10，000，000．00 360，000，000．00

| SYS19431 | 19423 | River City Bank River Valley Communily Bank |  | $04 / 17 / 2020$ $05 / 01 / 2020$ | $3,000,000,00$ $3,000,000.00$ | $3,000,000.00$ $3,000,000.00$ | $3,000,000.00$ $3,000,000.00$ | 1.100 0.850 | $\begin{aligned} & 1.115 \\ & 0.983 \end{aligned}$ | 16 30 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Subtotal and Average | 6，000，000．00 | 05／01／2020 | 6，000，000．00 | 6，000，000．00 | 6，000，000．00 | 0.850 | 1.039 | 23 | 05／01／2021 |
| Commercial Paper Disc．－Amortizing |  |  |  |  |  |  |  |  |  |  |  |
| 22533 TR57 | 20580 | Gredit Agricole CIB |  | 03／3012021 | 20，000，000．00 | 19，089，888．90 | 19，999，888，89 | 0.050 | 0.051 | 4 | 04／05／2021 |
| 22533 TR16 | 20582 | Credit Agricole CIB |  | 03／31／2021 | 50，000，000．00 | 50，000，000．00 | 50，000，000．00 | 0.040 | 0.041 | 0 | 04／01／2021 |
| 2254EASE4 | 20088 | Credit Suisse New York |  | 06／17／2020 | 10，000，000．00 | 9，987，372．22 | 9，987，372．22 | 0.220 | 0.227 | 43 | 05／14／2021 |
| 2254EAU82 | 20297 | Credit Suisse New York |  | 10／13／2020 | 20，000，000．00 | 10，927，500．00 | 19，987，350，00 | 0.230 | 0.237 | 89 | 07／09／2024 |
| 2254EAUL5 | 20321 | Gredit Sulisse New York |  | 10／23／2020 | 20，000，000．00 | 19，985，944．44 | 19，985，944．44 | 0.230 | 0.237 | 110 | 07／20／2021 |
| 2254EAVL4 | 20377 | Credit Suisse New York |  | 12101／2020 | 10，000，000．00 | 8，991，383，33 | 9，991，393．33 | 0.220 | 0.226 | 141 | 08／20／2024 |
| $5394 \mathrm{ALU17}$ | 20328 | Lloyds Bank Corp Mkts NY |  | 10／27／2020 | 10，000，000．00 | 9，993，933． 33 | 9，803，933．33 | 0.240 | 0.247 | 91 | 07／01／2021 |
| 62479LTB1 | 20251 | MUFG BANK LTD／NY |  | 08／10／2020 | 10，000，000．00 | 9，985，661．11 | 9，995，681．11 | 0.220 | 0.228 | 71 | 06／11／2021 |
| $\sigma^{68479 \mathrm{LU} 29}$ | 20288 | MUFG BANK LTD／NY |  | 10108／2020 | 10，000，000．00 | 9，985，855．58 | 9，985，055．56 | 0.170 | 0.175 | 82 | 07／0212021 |
| － $32479 L U C 7$ | 20303 | MUFG BANK LTD／NY |  | 10／15／2020 | 10，000，000．00 | 9，995，163．33 | 9，905， 983,33 | 0.170 | 0.175 | 102 | 07／12／2021 |

Data Updated：FUNDSNAP：04／01／2021 11：30
Run Date：04／01／2021－11：30
General Fund
Portfolio Management
$\begin{array}{llllll}9,984,886.99 & 9,984,888.99 & 0.200 & 0.208 & 92 & \text { 0710212021 }\end{array}$


| 04/24/2020 | 10,000,000.00 | 10,000,000.00 | 9,989,186.67 | 0.200 | 0.208 | 15 | 04/16/2021 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 04/13/2020 | 10,000,000.00 | 10,000,000.00 | 10,000,000.00 | 0.250 | 0.257 | 0 | 04/01/2021 |
| 04/15/2020 | 10,000,000.00 | 10,000,000.00 | 9,999,755.56 | 0.220 | 0.227 | 4 | 04/05/2021 |
| 04/24/2020 | 10,000,000.00 | 10,000,000.00 | 8,898,777.76 | 0.200 | 0.208 | 22 | 04/23/2021 |
| 05/04/2020 | 10,000,000.00 | 9,099,900.00 | 8,998,488.89 | 0.170 | 0.175 | 32 | 05/03/2021 |
| 05/04/2020 | 10,000,000.00 | 9,989,900,00 | 9,898,483.69 | 0.170 | 0.175 | 32 | 05/03/2021 |
| 09122/2020 | 10,000,000.00 | 9,988,100.00 | 8,994,473.84 | 0.115 | 0.118 | 173 | 08/21/2021 |
| 12/15/2020 | 10,000,000.00 | 9,899,000.00 | 9,997,744,45 | 0.070 | 0.072 | 116 | 07/28/2021 |
| 12/15/2020 | 10,000,000.00 | 9,999,000.00 | 9,997,686.67 | 0.070 | 0.072 | 120 | 07/30/2021 |
| 12/15/2020 | 10,000,000.00 | 9,989,000,00 | 8,967,761,11 | 0.065 | 0.087 | 124 | 09/03/2021 |
| 12115/2020 | 10,000,000.00 | 9,998,900.00 | 8,897,706.84 | 0.065 | 0.087 | 127 | 08/88/2021 |
| 1215/2020 | 10,000,000.00 | 9,998,900.00 | 0,087,034.72 | 0.065 | 0.087 | 131 | 00/10/2021 |
|  | 120,000,009.00 | 119,992,700,00 | 119,977,665.29 |  | 0.142 | 75 |  |


Portfolio PLCR PM (PRF_ _PM2) 7.3.0
Portfolio Details - Investments
March 31, 2021
응 뭉
 $9,599,168.67$
$10,000,000.00$ 119,977,665.29
$8,709,847.76$
$306,773.51$
$883,393.35$

## Par Value

Purchase
Average
Balance
$6,038,107.99$
$293,524.24$
801.888 .21
$04 / 03 / 2017$
$12 / 21 / 2017$
$01 / 18 / 2018$

Data Updated: FUNDSNAP: 04/01/2021 11:30
Rum Dato: 04/01/2021-11:30

Federal Agency Disc. -Amortizing \begin{tabular}{lcc}
63873JU24 \& 20290 \& NATEXIS EANQ POPULAIR NY <br>
21887AVG5 \& 20429 \& RABOAANK NEDERLAND NV NY <br>
89233GVD5 \& 20382 \& Toyota Motor Credit Corp <br>
\& \& Subtotal and Average <br>
\& \& <br>
\hline

 

63873JU24 \& 20290 \& NATEXIS EANQ POPULAIR NY <br>
218B7AVG5 \& 20429 \& RABOBANK NEDERLAND NV NY <br>
89233GVD5 \& 20382 \& Toyota Motor Credit Cor <br>
\& \& Subtotal sid Average <br>
\hline

 $\begin{array}{lcl}\text { Federal Agency Disc. -A.mortizing } & \\ \text { 3133a5EK8 } & 19424 & \text { FEDERAL HOME LOAN BANK } \\ \text { 313385DU7 } & 19418 & \text { Federal Home Loan Bank Discoun } \\ \text { 313385DY9 } & 18418 & \text { Federal Home Loan Bank Discoun } \\ \text { 313385ES1 } & 18425 & \text { Federal Home Loan Bank Discoun } \\ \text { 313385FG5 } & 19430 & \text { Federal Home Loen Bank Discoun } \\ \text { 313385FG5 } & 19432 & \text { Federal Home Loan Bank Discoun } \\ \text { 313385L77 } & 20261 & \text { Federal Home Loan Bank Discoun } \\ \text { 313385JQ0 } & 20413 & \text { Federal Home Loan Bank Discoun } \\ \text { 313385JU1 } & 20414 & \text { Federal Home Loan Bank Discoun } \\ 313385 J Y 3 & 20415 & \text { Federal Home Loan Bank Discoun } \\ 313385 K B 1 & 20418 & \text { Federal Home Loan Bank Discoun } \\ 313385 K F 2 & 20422 & \text { Federal Home Loan Bank Discoun } \\ & & \text { Subtotal and Average }\end{array}$ 

3133a5EK8 \& 19424 \& FEDERAL HOME LOAN BANK <br>
3133a5DU7 \& 19418 \& Federal Home Loan Bank Discoun <br>
313385DY9 \& 18418 \& Federal Home Loan Bank Discoun <br>
3133日5ES1 \& 18425 \& Federal Home Loan Bank Discoun <br>
313385FG5 \& 19430 \& Federal Home Loan Bank Discoun <br>
313385FG5 \& 19432 \& Federal Home Loan Bank Discoun <br>
$313385 L 77$ \& 20261 \& Federal Home Loan Bank Discoun <br>
$313385 J Q 0$ \& 20413 \& Federal Home Loan Bank Discoun <br>
$313385 . J U 1$ \& 20414 \& Federal Home Loan Bank Discoun <br>
$313385 J Y 3$ \& 20415 \& Federal Home Loan Bank Discoun <br>
$313385 K B 1$ \& 20418 \& Federal Home Loan Benk Discoun <br>
$313385 K F 2$ \& 20422 \& Federal Home Loan Bank Discoun <br>
\& \& Subtotal and Average <br>
\hline

 

3133a5EK8 \& 19424 \& FEDERAL HOME LOAN BANK <br>
3133a5DU7 \& 19418 \& Federal Home Loan Bank Discoun <br>
313385DY9 \& 18418 \& Federal Home Loan Bank Discoun <br>
3133日5ES1 \& 18425 \& Federal Home Loan Bank Discoun <br>
313385FG5 \& 19430 \& Federal Home Loan Bank Discoun <br>
313385FG5 \& 19432 \& Federal Home Loan Bank Discoun <br>
$313385 L 77$ \& 20261 \& Federal Home Loan Bank Discoun <br>
$313385 J Q 0$ \& 20413 \& Federal Home Loan Bank Discoun <br>
$313385 . J U 1$ \& 20414 \& Federal Home Loan Bank Discoun <br>
$313385 J Y 3$ \& 20415 \& Federal Home Loan Bank Discoun <br>
$313385 K B 1$ \& 20418 \& Federal Home Loan Benk Discoun <br>
$313385 K F 2$ \& 20422 \& Federal Home Loan Bank Discoun <br>
\& \& Subtotal and Average <br>
\hline
\end{tabular}

$\begin{array}{r}10,000,000.00 \\ 20,000,000.00 \\ 10,000,000.00 \\ \hline 210,000,000.00\end{array}$
$10 / 08 / 2020$
$12 / 17 / 2020$

$12 / 03 / 2020$ | 63873JU24 | 20290 | NATEXIS EANQ POPLLLAR NY |
| :--- | :---: | :---: |
| 21887AVG5 | 20429 | RABOBANK NEDERLAND NV NY |
| 89233GVD5 | 20382 | Toyota Motor Credit Cor |
|  |  | Subtotal and Average | | 63873JU24 | 20290 | NATEXIS EANQ POPLLLAR NY |
| :--- | :---: | :---: |
| 21887AVG5 | 20429 | RABOBANK NEDERLAND NV NY |
| 89233GVD5 | 20382 | Toyota Motor Credit Cor |
|  |  | Subtotal and Average |

Commercial Paper Disc. -Amortizing \begin{tabular}{lcc}
63873JU24 \& 20290 \& NATEXIS EANQ POPLLLAR NY <br>
21887AVG5 \& 20429 \& RABOBANK NEDERLAND NV NY <br>
89233GVD5 \& 20382 \& Toyota Motor Credit Cor <br>
\& \& Subtotal and Average <br>
\hline

 

63873JU24 \& 20290 \& NATEXIS EANQ POPLLLAR NY <br>
21887AVG5 \& 20429 \& RABOBANK NEDERLAND NV NY <br>
89233GVD5 \& 20382 \& Toyota Motor Credit Cor <br>
\& \& Subtotal and Average <br>
\hline

 

63873JU24 \& 20290 \& NATEXIS EANQ POPLLLAR NY <br>
21887AVG5 \& 20429 \& RABOBANK NEDERLAND NV NY <br>
89233GVD5 \& 20382 \& Toyota Motor Credit Cor <br>
\& \& Subtotal and Average <br>
\hline
\end{tabular}

Isguer

CUSIP Investment \#
Treasury Discounts -Amortizing
19429
19444
19445
19451
19466
20047
20104
20238
20419
Local Agency Band
68
General Fund
Portfolio Management
YTM Days to Maturity
$0.000 \quad 0,585 \quad 08 / 30 / 2047$ $3.000 \quad 1.289 \quad 10 / 21 / 2024$ 2.072 8,351

$2.887 \quad 791$ 08/01/2023
$3.042 \quad 5,998 \quad 09 / 02 / 2037$









$2.028 \quad 5,998 \quad 08 / 02 / 2037$ $\begin{array}{lll}1.267 & 8,363 & 09 / 02 / 2038 \\ 2.028 & 5,633 & 09 / 02 / 2038\end{array}$



呂
号

| $154,573.31$ |
| ---: |
| $135,500.28$ |
| $1,352,616.38$ |
| $388,759.57$ |
| $184,342.36$ |
| $\mathbf{2 , 2 1 5 , 7 9 1 . 9 1}$ |

$\begin{array}{r}156,367.29 \\ 136,134.16 \\ 1,425,952.53 \\ 404,433.97 \\ 194,877.16 \\ \hline 2,347,785.11\end{array}$

## March 31, 2021

Portfolio Details - Investments
Purchase



| mPower Placer | $08 / 04 / 2016$ | $3,549,536.34$ |
| :--- | :--- | ---: |
| mPower Placer | $07 / 0812017$ | $229,548.02$ |

mPower Placer 07/08/2017
mPower Placer $\quad$ 07/06/2017
$\begin{array}{ll}\text { mPower Placer } & 07 / 12 / 2018\end{array}$
Ploneer Community Energy C8/09/2018
Ploneer Community Energy 09/28/2017
Ploneer Community Energy 07/06/2017
Pioneer Community Energy 07/12/2018
Ploneer Community Energy 07/18/2019
Pioneer Community Energy 07/11/2019
07/23/2020
01/26/2017
2010 NR-A
2017 NR
2017 R
2018 NR
2018 R
18003
$2017 \mathrm{~S}-\mathrm{NR}$
$2017 \mathrm{~S}-\mathrm{R}$
$2018 \mathrm{~S}-\mathrm{R}$
$2019-20 \mathrm{NR}$
$2019-20 \mathrm{R}-1$
$2020-24 \mathrm{NR}$
$2020-21 \mathrm{R} 1$
2018 S R-1
Sierra Valley Energy Authorty $13,058,234,91$
$\begin{array}{cc}07 / 14 / 2016 & 154,573 . \\ 07 / 27 / 2017 & 135,500 \\ 08 / / 06 / 2015 & 1,362,818 \\ 08 / 01 / 2015 & 388,759 \\ 09 / 01 / 2015 & 184,342 \\ & \end{array}$
$\begin{array}{r}154,573.31 \\ 135,500.29 \\ 1,362,818,38 \\ 388,759.57 \\ \hline 184,342.36 \\ \hline \mathbf{2 , 2 1 5 , 7 9 1 . 9 1}\end{array}$ $\mathbf{2 , 2 1 5 , 7 9 1 . 9 1}$
$\mathbf{2 , 3 1 7 , 7 6 5 . 1 1} \quad \mathbf{2 , 2 1 5 , 7 9 1 . 9 1}$
$190,698.81$
$13,002,902.31$
180,698.81
13,002,902.31

## -

## 2,219,296.08

 Subtotal and Avarage
2016-1A3 \#2 2017-LA3
IA2-NR IA2-NR
MFLA-3
2016NR-A
2017 NR
2017 R
2018 NR
2018 R
$2018 \mathrm{~S}-\mathrm{NR}$
$2017 \mathrm{~S} R$
$2017 \mathrm{~S}-\mathrm{R}$
$2018 \mathrm{~S}-\mathrm{R}$
$2019-20 \mathrm{NR}$
$2019-20 \mathrm{R}-1$
$2020-21 \mathrm{NR}$
$2020-21 \mathrm{R} 1$
2016 S R-1
2016-IA3 \#2
2017-IA3 \#3
MFIA-2 NR
MFIA-3
MF R-1
General Fund Portfolio Management
Portfolio Details - Cash
March 31, 2021

| Cusip | Investment ${ }_{\text {\% }}$ | Issuar | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | $\underset{365}{Y_{3}}$ | Daye to Maturity |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Cash at Bank |  |  |  |  |  |  |  |  |  |  |
| SYS00000 | 00000 | PLACER COUNTY CASH |  |  | 10,880,910.89 | 10,860,810.89 | 10,860,810.80 |  | 0.000 | 1 |
| Undepasitad Receipts |  |  |  |  |  |  |  |  |  |  |
| SYS00000VaULT | 00000VAULT | PLACER COUNTY CASH |  |  | 6,384,319.51 | 8,384,319.51 | 6,384,319.51 |  | 0.000 | 1 |
|  |  | Average Balance | 0.00 |  |  |  |  |  |  | 1 |
| Total Cash and Invertments |  |  | 4,491.75 |  | 1,864,524,716.46 | 1,658,982,371.35 | 1,6653,934,362.94 |  | 0.382 | 558 |

Ending
$\stackrel{\circ}{\circ}$




 7，486，26
49，989，944．44 $47,989,946.67$
$93,989,695.55$ $93,9898.51$ 10，000，000．00 89，999，900．00 20，000，000．00 83，989，650．00 $98,999,895.28$ 8
 $8,796,675.00$
$10,492,968.75$ $10,492,860.75$
$10,314,082.50$
 9，810，892．40 9，982，438．90 9，822，786，80 9，806，250．00 9，960，937．50
 15，000，000．00

 20，000，000．00 97，999，883．69

$\begin{array}{rr}\text { Original } & \text { Purchase } \\ \text { Pór Value } & \text { Date }\end{array}$
50，000，000．00 03／01／202103／02－At Maturity 48，000，000．00 03／01／202103／02－At Maturity $94,000,000,00$ 03／02／202103／03－At Maturity $100,000,000.00$ 03／03／202103／04－At Maturity rity 90，000，000．00 03／04／202103／05－At Maturity 20，000，000．00 03／04／202101／19－At Maturity Maturity 96，000，000．00 03／08／202103／09－At Maturity 97，000，000．00 03／09／202103／10－At Maturty 76，000，000．00 03／10／202103／11－At Maturty $\begin{array}{ll}76,000,000.00 & 03 / 10 / 202103 / 11-\text { At Maturly } \\ 10,000,000.00 & 03 / 10 / 202107 / 31-01 / 31\end{array}$ $\begin{array}{ll}10,000,000.00 & 03 / 10 / 202107 / 31-01 / 31 \\ 10,000,000.00 & 03 / 10 / 202108 / 31-02 / 28\end{array}$ $10,000,000.00$ 03／10／202107／31－01／31 $95,000,000.00 \quad 03 / 11 / 202103 / 12$－At Maturity 10，000，000．00 03／11／202108／31－02／28 10，000，000．00 03／11／202107／15－01／15
 $10,000,000.00$ 03／11／202107／31－01／31
 10，000，000．00 03／14／202108／31－02／28 $10,000,000.00 \quad 03 / 11 / 202108 / 15-02 / 15$ 03／12／202103／15－At Maturly 15，000，000．00 03／42／202101／19－At Maturity $92,000,000.00$ 03／45／202103／16－At Maturity 97，000，000．00 03／16／2021 03／17－At Maturity $98,000,000.00$ 03／17／2021 03／18－At Maturity $20,000,000.00 \quad 03 / 17 / 202106 / 15$－At Maturity 98，000，000．00 03／18／2021 03／19－At Malurity
 10，000，000．00 03／19／2021 05／31－11／30
ACP CACPNY
ACP NATXNY ACP CACPNY ACP CACPNY ACP CACPNY NCB UBSNCT ACP CACPNY ACP CACPNY ATBCPNY
市 5 $\frac{2}{2}$ $\stackrel{5}{5}$ 3 㐫 돌
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PLACER COUNTY 2020/21
Summary by lssuer
March 31, 2021

| Issuar | Number of Investments | $\begin{gathered} \text { Par } \\ \text { Valua } \end{gathered}$ | Remaining Cost | \% of <br> Portfollo | Average YTM 365 | Average Days to Maturity |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Ackerman School District | 1 | 0.038,187.98 | 6,038,187.99 | 0.37 | 2.800 | 5,846 |
| Credit Agricole CIB | 2 | 70,000,000,00 | 69,989,777.77 | 4.23 | 0.043 | 1 |
| Credit Suisse New York | 4 | 80,000,000.00 | 59,889,018.87 | 3.62 | 0.233 | 100 |
| FEDERAL FARM CREDIT BANK | 19 | 190,000,000.00 | 189,964,820,00 | 11.49 | 0.221 | 688 |
| FEDERAL HOME LOAN BANK | 13 | 125,000,000.00 | 124,949,208.67 | 7.56 | 0.389 | 834 |
| Federal Home Loan Bank Discoun | 11 | 110,000,000,00 | 109,868,120.84 | 6.84 | 0.137 | 90 |
| FED HOME LOAN MORT CORP | 19 | 190,000,000.00 | 190,058,730,00 | 11.48 | 0.287 | 740 |
| FEDERAL NATIONAL MORT. ASSOC. | 4 | 40,000,000.00 | 39,979,200,00 | 2.42 | 0.321 | 1,202 |
| Five Star Bank - PIMMA | 1 | 5,000,000.00 | 5,000,000.00 | 0.30 | 0.407 | 1 |
| Lloyds Bank Corp Mkts NY | 1 | 10,000,000.00 | 9,983,533.33 | 0.80 | 0.247 | 91 |
| Mid Placer Public School Trans | 2 | 1,085,382,45 | 4,085,392.45 | 0.07 | 2.961 | 2,745 |
| Mizuha Bank LTD | 1 | 25,000,000.00 | 25,000,000.00 | 1.51 | 0.243 | 71 |
| mPower Folsom | 5 | 2,215,781.91 | 2,215,791.81 | 0.13 | 1.881 | 5,703 |
| mPowar Placer | 7 | 7,404,552.42 | 7,404,552.42 | 0.45 | 3.517 | 5,813 |
| MUFG BANK LTD/NY | 3 | 30,000,000,00 | 29,958,263.89 | 1.81 | 0.182 | 88 |
| NATEXIS BANQ POPULAIR NY | 3 | 30,000,000.00 | 29,985,166.67 | 1.81 | 0.187 | 170 |
| NORDEA BANK FINLAND NY | 1 | 25,000,000.00 | 25,000,000.00 | 1.51 | 0.203 | 306 |
| Newcaste Elementary SD | 1 | 2,784,650.08 | 2,764,650.08 | 0.17 | 0.000 | 9,583 |
| Placer Hills Fire Protection | 1 | 391,788.20 | 391,788.20 | 0.02 | 3.000 | 1,289 |
| Public Finance Authority | 1 | 1,852,005.98 | 1,889,046.10 | 0.11 | 4.894 | 6,382 |
| Pioneer Community Energy | 9 | 19,238.438.22 | 18,238,438,22 | 1.16 | 3,342 | 3,532 |
| placer countr cash | 2 | 17,345,230.40 | 17,345,230.40 | 1.05 | 0.000 | 1 |
| RABOBANK NEDERLAND NV NY | 1 | 20,000,000.00 | 19,974,455,58 | 1.21 | 0.185 | 137 |



## WESTERN PLACER UNIFIED SCHOOL DISTRICT <br> BOARD OF TRUSTEE MEETING FACT SHEET

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

 Changing World.
## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Approval of Potential Change Order for the Twelve Bridges High School Project

AGENDA ITEM AREA:
Consent

## ENCLOSURES:

Yes

FINANCIAL INPUT/SOURCE:
Facilities Fund 21

ROLL CALL REQUIRED:<br>No

## BACKGROUND:

On January 16, 2018, the Board accepted the selection of Flint Builders, Inc. for LeaseLeaseback Services for the construction of the new high school project (Twelve Bridges High School) including the construction of classroom buildings, administration building, student center building, parking lots, walkways, stadium, and associated site work based on educational programming and design. The project has pending change orders for added scope of work based on additional educational and athletic program needs to provide a kiln enclosure and weight room to accommodate the respective ceramics, athletics, and physical education programs. The additional scope of work has received Division of the State Architect approval and costs and time extensions have been negotiated and finalized. Pending change order scopes include structural, electrical, low voltage, mechanical, concrete, and interior and exterior improvements.

The attached Potential Change Order will total $\$ 474,710.00$ and will be applied to the project Guaranteed Maximum Price.

## RECOMMENDATION:

Staff recommends the Board of Trustees approve the Potential Change Order for the Twelve Bridges High School Project.

## Potential Change Order Request

## 1848. - Western Placer New High School

DATE: 4/01/2021
TITLE: Weight Room and Kiln Additions
PCO\#: 583
To: Mark Zarzeka
HMC Architects
1570 The Alameda Studio 330
San Jose, CA 95126
Phone: 408.977.9160
Email: mark.zarzeka@hmcarchitects.com

From: Joe Windmiller<br>Flint Builders Inc<br>401 Derek Place<br>Roseville, CA 95678<br>Phone: 916.757.1000<br>Email: jwindmiller@flintbuilders.com

CC:
DESCRIPTION OF PROPOSAL:
Included are the costs to provide the added weight room per ASI 121 and the added kiln facility per ASI 113. See attached back-up provided for each added scope items.

Clarifications:

1) Flint has already released full procurement and installation of the weight room additions, and has released procurement and installation of several significant components of the kiln addition in order to minimize the time extension of the project. Full approval of this PCO needs to be granted by $4 / 2 / 21$ so that the remaining components can be released and work may commence fully to stay on track with the schedule identified herein.
2) Time Extension - Please see schedule included related to the kiln addition. This added scope of work will extend the duration of the project by 31 days beyond the current contract completion date of 5/31/21. The new date for construction completion of the project and approval by the IOR shall be $7 / 1 / 21$. This completion date does not include the unknown time period for DSA to formally sign off on the cards affiliated with this additional facility.
3) General Conditions Extension - Due to the 31-day extended time required to construct and complete the kiln facility, Flint requests a one-month addition of General Conditions costs. The daily cost for GC's is based off of the original value of $\$ 3,305 /$ day as approved in the TBR. However, the total cost for the extended month has been scaled down as outlined in the breakdown included.

| PCO Item | Quantity | UM | Unit Price | Amount |
| :--- | :---: | :---: | :---: | ---: |
| 1: Weight Room Addition | 1.000 | LS | 0.00000 | $127,548.00$ |
| 2 : Kiln Addition | 1.000 | LS | 0.00000 | $244,862.00$ |
| 3 : Markup -5\% | 1.000 | LS | 0.00000 | $18,621.00$ |
| 4 : GC Bond - 1\% | 1.000 | LS | 0.00000 | $3,724.00$ |
| 5: Extended General Conditions | 1.000 | LS | 0.00000 | $79,955.00$ |
|  |  |  | Total:474,710.00 |  |



Approved By:


| Thomas Butcher | Date |
| :---: | :---: |
| Western Placer Unified School District |  |

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Ratification of Memorandum of Understanding between the California School Employees’
Association: Chapter \#741
and Western Placer Unified School District

REQUESTED BY:
Gabe Simon, Ed.D.


Assistant Superintendent of Personnel Services

DEPARTMENT:
Personnel

MEETING DATE:
April 20, 2021

AGENDA ITEM AREA:
Consent

ENCLOSURES:
Memorandum

FINANCIAL INPUT/SOURCE:
N/A

ROLL CALL REQUIRED:
No

## BACKGROUND:

The Western Placer Unified School District and the California School Employees'
Association: Chapter \#741 approve of this Memorandum of Understanding. This agreement is regarding reductions due to decreased enrollment and right sizing based on staffing allocations.

## RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Memorandum of Understanding between Western Placer Unified and the California School Employees' Association: Chapter \#741

# MEMORANDUM OF UNDERSTANDING 

# Between <br> California School Employees Association <br> And its Western Placer Chapter \#741(CSEA) 

And
Western Placer Unified School District (District)
RE: Reduction in the hours of CSEA positions:

1. CSEA and the District agree to reduce the hours of classified positions as defined below. services.
2. The reduction of hours is based upon declining enrollment for the 2021-2021 school year.
3. If the projected enrollment for 2021-2022 or the following school years increases by October CBEDS enrollment, the parties agree to increase the hours back based on the District staffing allocations.

| Site | Projected Enrollment | Summary of Reduction |
| :---: | :---: | :---: |
| FSS | 366 | Reduce Library Technician <br> from 7.5 to 7.0 hours |
| FSS | 366 | Reduce Campus Supervisor <br> by .5 hours |
| FSS | 366 | Eliminate 1 hour Kinder <br> Instructional Aide |
| LCES | 1735 | Reduce Campus Supervisor <br> by .5 hours |
| LHS | Reduce total Campus <br> Supervisor hours from 24 to <br> 20 hours |  |

4. CSEA and the bargaining unit members of chapter 741 retain any contractual or legal remedies available to them to resolve any alleged violation of this memorandum of understanding.
5. The District and CSEA agree that the work and/or hours of reduced bargaining unit positions (as stated above) shall not be transferred out of the bargaining unit to management employees, confidential employees, certificated employees, students, volunteers, short term employees, substitute employees, or other's outside of the bargaining unit or within the bargaining unit.
6. The District and CSEA agree that in executing this agreement, CSEA is not agreeing to the 79 reduction of hours for any other classifications and/or positions.

## CALIFORNIA-SCHOOL EMPLOYEES ASSOCIATION



WESTERN PLACER UNIFIED SCHOOL DISTRICT
By: $\quad$ Date: $\frac{4 / 3 / 2 /}{l / 2}$

# INFORMATION 

# DISCUSSION 

ACTION
ITEMS

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

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Annual Science Expo
REQUESTED BY:
Kerry Callahan Hou
Deputy Superintendent

## DEPARTMENT:

Educational Services
MEETING DATE:
April 20, 2021

## AGENDA ITEM AREA:

Information
ENCLOSURES:
No

FINANCIAL INPUT/SOURCE:
N/A

## ROLL CALL REQUIRED:

No

## BACKGROUND:

For many, many years - and this year being no exception - Marilou Edwards, science teacher at Lincoln High School (LHS), has supervised a team of talented student leaders in the planning for and implementation of our Science Expo. In adherence with COVID protocols for ensuring student, staff and community safety, the Science Expo is going virtual. Marilou and student representatives will briefly share information about the 2021 Science Expo.

## RECOMMENDATION:

Administration recommends the Board receive the information regarding the 2021 Science Expo.

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

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Approve Resolution \#20/21.27 Authorizing the Issuance of 2021 Tax and Revenue Anticipation Notes and Requesting the Board of Supervisors of Placer County to Issue Said Notes

REQUESTED BY
Audrey Kilpatrick
Assistant Superintendent - Business \& Operations
DEPARTMENT:
Business Services

## MEETING DATE:

April 20, 2021

## AGENDA ITEM AREA:

Action

## ENCLOSURES:

Yes

FINANCIAL INPUT/SOURCE:
General Fund Cash

## ROLL CALL REQUIRED:

Yes

## BACKGROUND:

Tax Revenue Anticipation Notes (TRANS) are used as a financing tool to mitigate cash flow deficits. The notes are issued at a tax-exempt interest rate, which is substantially lower than normal bank loans. The proceeds may then be reinvested with the Placer County Treasurer or in a Guaranteed Investments Contact (GIC) at a higher rate of interest.

The district's cash flow projections reflect potential cash deficits during the 2021-22 school year due to the scheduled apportionment payments of property taxes from Placer County as reflected in the projected cashflow at Second Interim reporting. The TRANS will not exceed $\$ 20,000,000$ and will be calculated to be the amount needed to carry the District until property tax revenues and state deferrals are received. When the cash from TRANS is not needed to cover the deficit, it remains invested at the higher interest rate.

The Resolution authorizes the issuance of a TRANS for the 2021-22 fiscal year and requests the Placer County Board of Supervisors the issue TRANS notes. The draft Preliminary Official Statement, Notice of Sale and Continuing Disclosure Certificate, each of which are approved by Resolution \#20/21.27, are on file and available for review if requested.

## RECOMMENDATION:

Staff recommends the Board of Trustees adopt the Resolution \#20/21.27 to authorize participation in the 2021 TRANS process.

# WESTERN PLACER UNIFIED SCHOOL DISTRICT 

RESOLUTION NO. 20/21.27


#### Abstract

RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE TAX AND REVENUE ANTICIPATION NOTES IN THE NAME OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2021-22 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000, APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS IN CONNECTION THEREWITH


#### Abstract

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

WHEREAS, school districts organized and existing under the laws of the State of California are authorized by Article 7.6 (commencing with section 53850) of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Law") to borrow money by the issuance of temporary notes, the proceeds of which may be used and expended for any purpose for which the school district is authorized to spend moneys;

WHEREAS, pursuant to the Law, such notes may be issued in the name of such school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over such school district, as soon as possible following receipt of a resolution of the governing board of such school district requesting such borrowing; and


WHEREAS, the District has determined that it is desirable that the District borrow funds in an amount not to exceed $\$ 20,000,000$ with respect to fiscal year 2021-22 for authorized purposes of the District;

NOW, THEREFORE, it is hereby DETERMINED and ORDERED as follows:
Section 1. Request. The Board of Supervisors (the "County Board") of Placer County (the "County") is hereby requested to issue tax and revenue anticipation notes in the name of the District in the principal amount of not to exceed $\$ 20,000,000$ (the "Notes"), under and pursuant to the provisions of the Law.

Section 2. Limitation on Maximum Amount. The principal amount of Notes, when added to the interest payable thereon, shall not exceed eighty-five percent ( $85 \%$ ) of the estimated amount of the uncollected taxes, revenue and other moneys of the District for the general fund of the District attributable to Fiscal Year 2021-22, and available for the payment of the notes and the interest thereon.

Section 3. Pledge. The Notes shall be obligations of the District and shall be secured by a pledge of and first lien and charge against the first "unrestricted moneys," as hereinafter defined, to be received by the County on behalf of the District in such months and in such amounts as shall be determined by the Superintendent (or the Superintendent's designee) prior to the date of sale of the Notes, sufficient to pay the principal of and interest on the Notes through the maturity date thereof (the "Pledged Revenues"). To the extent not so paid from the Pledged Revenues, the Notes shall be paid from any other moneys of the District lawfully available therefor. In the event that there are insufficient unrestricted moneys received by the District to permit the deposit in the Repayment Fund (as hereinafter defined) of the full amount of the Pledged Revenues to be deposited in any month on the last business day of such month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and interest thereon. The term "unrestricted moneys" shall mean taxes, income, revenue and other moneys intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District. Notwithstanding the foregoing, if moneys pledged for any particular month are set aside in the Repayment Fund in advance of such month, the pledge and lien on the first unrestricted moneys to be received by the County on behalf of the District in such month shall be released, permitting the amounts to be received in such month, or in a later month if the receipt of such amounts is deferred, to be pledged for the payment of later issued notes or other obligations.

Section 4. Approval of Issuance Resolution. The resolution entitled "RESOLUTION PROVIDING FOR THE BORROWING OF FUNDS IN THE NAME OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT FOR FISCAL YEAR 2021-22 AND THE ISSUANCE AND SALE OF 2021 TAX AND REVENUE ANTICIPATION NOTES THEREFOR" (the "lssuance Resolution"), to be adopted by the County Board, in substantially the form presented to the District Board at this meeting, together with any additions to or changes therein deemed necessary or advisable by the County Board, is hereby approved. The Notes shall be dated as of their date of delivery, shall mature (without option of prior redemption) on such date as shall be determined by the Superintendent (or the Superintendent's designee) prior to the date of sale of the Notes, and shall bear interest from their date, payable at maturity and computed on a 30-day month/360-day year basis.

## Section 5 . Form of Notes; Execution of Notes.

(a) The Notes shall be issued in fully registered form, without coupons, and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes shall be numbered from I consecutively upward, shall be in the denomination of $\$ 1,000$ each or any integral multiple thereof.
(b) The Notes shall be executed in the name of the District, with the manual or facsimile signature of the County Director of Finance or one or more of his duly authorized deputies and the manual or facsimile counter-signature of the Clerk of the County Board (although at least one of such signatures shall be manual), and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate.

Section 6. Official Statement. The District Board hereby authorizes Quint \& Thimmig LLP, as disclosure counsel to the District, to prepare a preliminary official statement describing the
financing. The District Board authorizes and directs the Superintendent, or any designee thereof, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Notes.

Capitol Public Finance Group, LLC (the "Municipal Advisor"), on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to such persons as may be interested in purchasing the Notes therein offered for sale.

The Superintendent, or any designee thereof, is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the Notes, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Notes, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Notes, and does not, as of the date of delivery of the Notes, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The Superintendent, or any designee thereof, shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the Superintendent, or any designee thereof, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

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

Section 7. Sale of the Notes. The Municipal Advisor is hereby authorized and directed, on behalf of the Board of Supervisors and the District Board, to receive the bids at the time and place specified in a notice of sale, in the form attached hereto as Exhibit B (the "Notice of Sale"), to examine said bids for compliance with the Notice of Sale and to verify the bid with the lowest true interest cost as provided in the Notice of Sale. In the event two or more bids setting forth identical true interest cost are received, the Superintendent (or the Superintendent's designee) may award the Notes on a pro rata basis in such denominations as he or she shall determine. The Superintendent (or the Superintendent's designee) may reject any and all bids and waive any irregularity or informality in any bid. The Superintendent (or the Superintendent's designee) shall award the Notes or reject all bids not later than 24 hours after the expiration of the time prescribed for the receipt of bids unless such time of award is waived by the successful bidder.

If, at any time, it is determined by the Superintendent (or the Superintendent's designee) that the competitive sale of the Notes is not in the best interest of the District or, if at the time of the competitive sale of the Notes, no bids are received or it is determined by the Superintendent (or the Superintendent's designee) that all received bids are unsatisfactory, the District Board hereby authorizes the sale of the Notes to an underwriter selected by the Municipal Advisor on behalf of the District pursuant to a competitive process and approved by the Superintendent (or
the Superintendent's designee). In such event, the District Board hereby authorizes the preparation of a note purchase agreement among such underwriter, the District and the County, with such terms and conditions as shall be approved by the Superintendent (or the Superintendent's designee). In such case, the Superintendent (or the Superintendent's designee) is hereby authorized and directed to execute a note purchase agreement for and in the name and on behalf of the District.

## Section 8. Tax Covenants

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Notes are not so used as to cause the Notes to satisfy the private business tests of section 141(b) of the Code (as hereinafter defined) or the private loan financing test of section 141(c) of the Code.
(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Notes to be "federally guaranteed" within the meaning of section 149(b) of the Code.
(c) Rebate Requirement. The District shall take any and all actions necessary to assure compliance with section $148(f)$ of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Notes.
(d) No Arbitrage. The District shall not take, or permit or suffer to be taken any action with respect to the proceeds of the Notes which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Notes would have caused the Notes to be "arbitrage bonds" within the meaning of section 148 of the Code.
(e) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Notes from the gross income of the registered owners of the Notes to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Notes.

For purposes of this Section 8, the term "Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Notes or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Notes, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Section 9. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any holder or beneficial owner of the Notes may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

For purposes of this Section 9, the term "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance
and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. For purposes of this Section 9, the term "Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

Section 10. No Temporary Transfers, Covenant Regarding Additional Short-Term Borrowing. It is hereby covenanted and warranted by the District pursuant to Article XVI, Section 6 of the Constitution of the State of California that it will not request the Treasurer-Tax Collector to make temporary transfers of funds in the custody of the Director of Finance to meet any obligations of the District during the 2021-22 fiscal year until the full amount of Pledged Revenues has been deposited into the Repayment Fund. After the full amount of Pledged Revenues has been deposited into the Repayment Fund, the District covenants that it will not request the Director of Finance to make temporary transfers of funds in excess of eighty-five percent $(85 \%)$ of the anticipated revenues accruing to the District during the 2021-22 fiscal year.

Section 11. Requirements of Section 5852.1 of the California Government Code. As required by section 5852.1 of the California Government Code, the District hereby provides the following good faith estimates regarding the Notes:
(a) The true interest cost of the Notes: $1.30 \%$
(b) The finance charge of the Notes (the sum of all fees and charges paid to third parties): \$45,000.
(c) The amount of proceeds to be received less the sum of all fees and charges paid to third parties, any reserves or capitalized interest: $\$ 14,000,000$.
(d) The sum total of all payments the District will make to pay debt service on the Notes, calculated to the final maturity of the Bonds: $\$ 14,350,000$.

The foregoing constitute good faith estimates only.
The principal amount of the Notes, the true interest cost of the Notes, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Notes being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Notes sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Notes being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Notes being different than those estimated for purposes of such estimates, (e) other market conditions, or ( $f$ ) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Notes and the actual principal amount of Notes sold will be determined based on the timing of the need for proceeds of the Notes and other factors. The actual interest rates with respect to the Notes will depend on market interest rates at the time of sale thereof. The actual amortization of the Notes will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

Section 12. Further Authorization. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Notes are hereby approved, and the Superintendent, the Secretary of the District Board and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with the Issuance Resolution and this resolution.

All costs incurred by the County Board or the District in connection with the issuance of the Notes, including but not limited to printing of any official statement, rating agency costs, bond counsel fees and expenses, underwriting discount and costs, paying agent fees and expenses, the cost of printing the Notes, and any compensation owing to any officers or employees of the County Board, the County or the District for their services rendered in connection with the issuance of the Notes, shall be payable by District.

Section 13. Indemnification. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (the "Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject, because of action or inaction related to the Notes. The District shall also reimburse the Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 14. Effective Date. This resolution shall take effect from and after its adoption.

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Trustees of the Western Placer Unified School District held on the 20th day of April, 2021, by the following vote:

AYES, and in favor of, Board Members:
NOES, Board Members:
ABSENT, Board Members:

By
Secretary of the District Board

## EXHIBIT A

## FORM OF NOTES

Board of Supervisors of Placer County, California
in the Name of the
Western Placer Unified School District
(Placer County, California)

## 2021 TAX AND REVENUE ANTICIPATION NOTE

| INTEREST RATE: | MATURITY DATE: | ISSUE DATE: | CUSIP: |
| :---: | :---: | :---: | :---: |
| $\%$ | 2022 |  | , 2021 |

REGISTERED OWNER: CEDE \& CO.
PRINCIPAL SUM:

The Western Placer Unified School District, Placer County, State of California (the "District"), acknowledges itself indebted, and promises to pay, to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above, the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money at the rate per annum stated above, payable on the Maturity Date stated above, calculated on the basis of 360 -day year comprised of twelve 30 -day months.

It is hereby certified, recited and declared that this Note is one of an authorized issue of notes in the aggregate principal amount of $\qquad$ dollars (\$ $\qquad$ ), all of like tenor, issued pursuant to the provisions of a resolution of the Board of Supervisors (the "Board") of Placer County (the "County") duly passed and adopted on May 11, 2021 (the "Resolution"), and pursuant to Article 7.6 (commencing with section 53850) of Chapter 4, Part 1, Division 2, Title 5, of the California Government Code, and that all conditions, things and acts required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, revenue and other moneys which are received by the County on behalf of the District for Repayment Fund of the District (as defined in the Resolution) for the Fiscal Year 2021-22. As security for the payment of the principal of and interest on the Notes, the Board, in the name of the District, has pledged the first "unrestricted moneys," as hereinafter defined (a) in an amount equal to $\qquad$ percent ( $\qquad$ \%) of the principal amount of the Notes to be received by the County on behalf of the District in $\qquad$ 2022, (b) in an amount equal to $\qquad$ percent (___\%) of the principal amount of the Notes to be received by the County on behalf of the District in $\qquad$ 2022, and (c) in an amount equal to $\qquad$ percent $\qquad$ \%) of the principal amount of the Notes to be received by the County on behalf of the District, plus all interest due on the

Notes at maturity to be received by the County on behalf of the District in $\qquad$ 2022 (such pledged amounts being hereinafter called the "Pledged Revenues"). The principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be paid from the Pledged Revenues. To the extent not so paid from the Pledged Revenues, the Notes shall be paid from any other moneys of the District lawfully available therefor. The term "unrestricted moneys" shall mean taxes, income, revenue and other moneys intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The Notes are issuable as fully registered notes, without coupons, in denominations of $\$ 1,000$ each or any integral multiple thereof. Subject to the limitations and conditions as provided in the Resolution, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations and of the same maturity.

The Notes are not subject to redemption prior to maturity.
This Note is transferable by the Owner hereof, but only under the circumstances, in the manner and subject to the limitations provided in the Resolution. Upon registration of such transfer a new Note or Notes, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange for this Note.

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

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede \& Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede \& Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede \& Co., has an interest herein.

IN WITNESS WHEREOF, the Board of Supervisors of Placer County, California has caused this Note to be issued in the name of the District and to be executed by the manual or facsimile signature of the County Director of Finance and countersigned by the manual or facsimile signature of the Clerk of the Board, all as of the lssue Date stated above.

## BOARD OF SUPERVISORS OF PLACER COUNTY



Countersigned:

Clerk of the Board

## ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto
(Name, Address and Tax Identification or Social Security Number of Assignee)
the within registered Note and hereby irrevocably constitute(s) and appoints(s) $\qquad$ attorney, to transfer the same on the Note register of the Director of Finance with full power of substitution in the premises.

Dated: $\qquad$
Signature:

Signature Guaranteed:
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

[^3]
## EXHIBIT B

## FORM OF NOTICE OF SALE

\$14,000,000*<br>WESTERN PLACER UNIFIED SCHOOL DISTRICT<br>(Placer County, California)<br>2021 Tax and Revenue Anticipation Notes

NOTICE IS HEREBY GIVEN that electronic proposals only (see "FORM OF BID" below) will be received by the Board of Supervisors (the "Board") of Placer County, California (the "County"), in the name of the Western Placer Unified School District (the "District"), until 9:30 A.M., Pacific Daylight time, on:

THURSDAY, JUNE 10, 2021
for the purchase of the $\$ 14,000,000^{*}$ Western Placer Unified School District (Placer County, California) 2021 Tax and Revenue Anticipation Notes (the "Notes"), more particularly described below.

Bids must be submitted through the I-Deal LLC BiDCOMPTM/PARITY( ${ }^{(1)}$ system.
ISSUE AND DENOMINATION; BOOK ENTRY ONLY SYSTEM: The Notes consists of fully registered notes, without coupons. The Notes will be issued in minimum denominations of $\$ 5,000$. The Notes will be issued in a book entry only system with no physical distribution of the Notes made to the public. The Depository Trust Company ("DTC"), will act as depository for the Notes which will be immobilized in its custody. The Notes will be registered in the name of Cede $\& C o .$, as nominee for DTC, on behalf of the participants in the DTC system and the subsequent beneficial owners of the Notes.

DATE AND MATURITY: The Notes will be dated the date of delivery and will mature on June 30, 2022 (the "Maturity Date").

INTEREST RATE: The maximum coupon bid on the Notes may not exceed eight percent ( $8 \%$ ) per annum, payable upon maturity of the Notes. Bidders must specify the rate of interest which the Notes shall bear, provided that: (i) bids must be for all Notes; (ii) no Note shall bear more than one rate of interest; (iii) each Note shall bear interest from its date to its stated maturity at the interest rate specified in the bid; and (iv) the nominal interest rate specified must be in a multiple of $1 / 1,000$ of one percent $(1 / 1,000$ of $1 \%)$.

REDEMPTION: The Notes are not subject to call and redemption prior to maturity.
PAYMENT: The principal of and interest on the Notes will be payable on the Maturity Date. Both principal and interest are payable in lawful money of the United States of America to DTC which will immediately credit the account of the successful bidder or bidders as participants in the DTC system.

PURPOSE OF ISSUE: The Notes are to be issued by the Board in the name of the District and are authorized pursuant to the provisions of Article 7.6 (commencing with section 53850) of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code and the provisions of the resolution of the Board for any purpose for which the District is authorized to expend moneys.

[^4]SECURITY: The Notes are an obligation of the District and are secured by a pledge of and first lien and charge against the first "unrestricted moneys," as hereinafter defined, to be received by the County, on behalf of the District, (a) in an amount equal to fifty percent ( $50 \%$ ) of the principal amount of the Notes to be received by the County on behalf of the District in January, 2022, and (b) in an amount equal to fifty percent $(50 \%$ ) of the principal amount of the Notes and all interest due on the Notes to be received by the County on behalf of the District in April, 2022. The term "unrestricted moneys" means taxes, income, revenue and other moneys intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

Said pledged moneys shall be deposited by the County Treasurer-Tax Collector in a special fund established, created and maintained in the County Treasury by the County Treasurer-Tax Collector in the name of the District. Moneys shall be withdrawn from said funds for the sole purpose of paying the principal of and the interest on the Notes at their maturity.

By statute, the Notes are declared to be general obligations of the District and to the extent not paid from said pledged moneys shall be paid, with the interest thereon, from any other moneys of the District lawfully available therefor. Under provisions of the California Constitution, the District is generally prohibited from incurring any indebtedness or liability exceeding in any year the income and revenue provided for such year, without the assent of two-thirds of its qualified electors voting at an election called for such purpose.

Neither the County nor the Board has any liability to pay principal of or interest on the Notes and the Notes are payable solely from the funds of the District set forth above.

RATING: Moody's Investors Service has assigned the rating of "MIG 1" to the Notes. The cost of obtaining such rating will be borne entirely by the District and not by the successful bidder.

## TERMS OF SALE

BEST BID: Bids must be for all of the Notes. The Notes will be awarded on the basis of the lowest true interest cost including premium offered in the proposals, not to exceed $2-1 / 2 \%$. No bid for less than the par amount of the Notes will be entertained. In the event two or more bids setting forth identical nominal interest rates and premium per dollar principal amount, if any, and aggregating a principal amount in excess of the principal amount of unawarded Notes are received, the County Treasurer-Tax Collector, pursuant to delegation by the Board, reserves the right to exercise his or her discretion and judgment in making the award and may award the Notes on a pro rata basis in such denominations as she shall determine.

NO GOOD FAITH DEPOSIT REQUIRED: A good faith deposit will not be required in connection with the submission of a bid for the Notes.

FORM OF BID: To the extent any instructions or directions set forth in BiDCOMPTM/PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about BiDCOMP ${ }^{\text {TM }}$ /PARITY® , bidders may contact Capitol Public Finance Group, LLC (the "Municipal Advisor") at (916) 641-2734 or BiDCOMPTM/PARITY® at (212) 404-8102.

THE DISTRICT RETAINS ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY BID IS TIMELY, LEGIBLE AND COMPLETE. NONE OF THE DISTRICT, THE MUNICIPAL ADVISOR, OR QUINT \& THIMMIG LLP ("BOND COUNSEL") TAKES ANY RESPONSIBILITY FOR INFORMING ANY BIDDER PRIOR TO THE TIME FOR RECEIVING BIDS THAT ITS BID IS INCOMPLETE, ILLEGIBLE OR NOT RECEIVED.

EACH BIDDER SUBMITTING A BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH BiDCOMPTM/PARITY® AND THAT BiDCOMPTM/PARITY® IS NOT ACTING AS AN AGENT OF THE DISTRICT. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM BiDCOMPTM/PARITY® AND THE DISTRICT ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF BiDCOMPTM/PARITY®. THE DISTRICT SHALL ASSUME THAT ANY BID RECEIVED THROUGH BiDCOMPTM/PARITY® HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE DISTRICT WILL MAKE ITS BEST EFFORTS TO ACCOMMODATE ELECTRONIC BIDS; HOWEVER, THE DISTRICT, THE MUNICIPAL ADVISOR AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR ACCEPTED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE DISTRICT AND THE DISTRICT SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY BiDCOMPTM/PARITY® AS THE OFFICIAL TIME.

RIGHT OF REJECTION: The District reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

PROMPT AWARD: The County Treasurer-Tax Collector, pursuant to delegation by the Board, will act awarding the sale of the Notes or reject all bids not later than forty-eight (48) hours after the expiration of time herein prescribed for the receipt of bids and until such expiration of time all bids received shall be irrevocable. Unless such time of award is waived by the successful bidder, the award may be made after the expiration of the specified time if the bidder shall not have given to the Board notice in writing of the withdrawal of such proposal. Notice of the award will be given promptly to the successful bidder.

DELIVERY AND PAYMENT: It is estimated that the delivery of the Notes will be made to DTC for the account of the successful bidders on or about July 1, 2021. Payment of the purchase price must be made in funds immediately available to the County Treasurer-Tax Collector by wire transfer or other means acceptable to the County Treasurer-Tax Collector .

RIGHT OF CANCELLATION OF SALE BY BOARD: The Board reserves the right, in its sole discretion, at any time to cancel the public sale of the Notes. In such event, the Board shall cause notice of cancellation of this invitation for bids and the public sale of the Notes to be communicated through the Bond Buyer Wire as promptly as practicable. However, no failure to publish such notice or any defect or omission therein shall affect the cancellation of the public sale of the Notes.

RIGHT TO MODIFY OR AMEND: The Board reserves the right, in its sole discretion, to modify or amend this official Notice of Sale with respect to its Notes including, but not limited to, the right to adjust and change the principal amount and principal amortization schedule of the Notes being offered, however, such modifications or amendments shall be made prior to the bid opening and communicated through the Bond Buyer Wire.

RIGHT OF POSTPONEMENT BY BOARD: The Board reserves the right, in its sole discretion, to postpone, from time to time, the date established for the receipt of bids for its the Notes. Any such postponement will be communicated through the Bond Buyer Wire prior to any announced date for receipt of bids. If any date is postponed, any alternative sale date will be announced through the Bond Buyer Wire. On any such alternative sale date, any bidder may submit a bid for the purchase of the Notes in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced through the Bond Buyer Wire at the time the sale date and time are announced.

Exhibit B

RIGHT OF REJECTION: The Board reserves the right, in its sole discretion, to reject any and all bids for the Notes and to waive any irregularity or informality in any bid except that no bids will be accepted later than 9:30 A.M. on the date set for receipt of bids.

CHANGE IN TAX EXEMPT STATUS: At any time before the Notes are tendered for delivery, any successful bidder may disaffirm and withdraw its proposal if the interest received by private holders from notes of the same type and character shall be declared to be taxable income under present federal income tax laws, either by a ruling of the Internal Revenue Service or by a decision of any federal court, or shall be declared taxable or be required to be taken into account in computing any federal income taxes by the terms of any federal income tax law enacted subsequent to the date of this notice.

ESTABLISHMENT' OF ISSUE PRICE: The winning bidder shall assist the District in establishing the issue price of the Notes and shall execute and deliver to the District at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the District and Bond Counsel. AII actions to be taken by the District under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the District by the Municipal Advisor and any notice or report to be provided to the District may be provided to the Municipal Advisor.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in the bid.

The District may choose to apply either the "Competitive Bid" method or the "General Method" in determining the "Issue Price" of the Notes. If the District does not receive bids from at least three underwriters who have established industry reputations for underwriting new issuances of municipal bonds, the District will use the "General Method" based on actual sale price of at least 10\% of the Notes.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c212(b)(5), the District will undertake, pursuant to separate Continuing Disclosure Certificates, to provide notices of the occurrence of certain events, if material. A description of these undertakings is set forth in the preliminary official statement relating to the Notes (the "POS") and will also be set forth in a final official statement relating to the Notes (the "OS").

CLOSING PAPERS; LEGAL OPINION: Each proposal will be conditioned upon the District furnishing to each successful bidder, without charge, concurrently with payment for and delivery of the Notes, the following closing papers, each dated the date of such delivery:
(a) The opinion of Bond Counsel, approving the validity of the Notes and stating that, (i) subject to compliance by the District with certain covenants, interest on the Notes is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals, and (ii) interest on the Notes is exempt from personal income taxation imposed by the State of California, a copy of which opinion will be delivered with the Notes without cost to the purchaser;
(b) A certificate of the Superintendent or other appropriate official of the District that on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986;
(c) A certificate on behalf of the District that there is no litigation threatened or pending affecting the validity of the Notes;
(d) A certificate of the Superintendent or other appropriate official of the District, acting on behalf of the District solely in his or her official and not in his or her personal capacity, that at the time of the sale of the Notes and at all times subsequent thereto up to and including the time of the delivery of the Notes to the initial purchasers thereof, the OS did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary which would make the statements misleading in the light of the circumstances under which they were made;
(e) The signature certificate of the officials of the Board, showing that they have signed the Notes and impressed the seal of the Board thereon, and that they were respectively duly authorized to execute the same; and
(f) The receipt of the County Treasurer-Tax Collector showing that the purchase price of the Notes has been received.

INFORMATION AVAILABLE: Requests for information concerning the District and/or the Notes should be addressed to the Municipal Advisor:

Mr. Chris Terry
Capitol Public Finance Group, LLC
2436 Professional Drive, Suite 300
Roseville, CA 95661
(916) 641-2734
cterry@capitolpfg.com
OFFICIAL STATEMENT: The POS is available for viewing in electronic format is available for viewing at www.i-dealprospectus.com. All bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is in a form "deemed final" by the District for purposes of SEC Rule $15 \mathrm{c} 2-12(b)(1)$ but is subject to revision, amendment and completion. The Board will provide each successful bidder such number of printed copies the $O S$ as such bidder may request. Up to 10 copies of the $O S$ will be furnished without cost and any additional copies will be furnished at the expense of the bidders.

GIVEN pursuant to resolution of the Board.

## EXHIBIT A

## FORM OF ISSUE PRICE CERTIFICATE

\$14,000,000<br>WESTERN PLACER UNIFIED SCHOOL DISTRICT<br>(Placer County, California)<br>2021 Tax and Revenue Anticipation Notes

## ISSUE PRICE CERTIFICATE

The undersigned, on behalf of $\qquad$ (the "Bidder"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Notes").

## 1. Reasonably Expected Initial Offering Prices.

(a) As of the Sale Date, the reasonably expected initial offering price of the Notes to the Public by the Bidder $\qquad$ \% (the "Expected Offering Price"). The Expected Offering Price is the price for the Notes used by the Bidder in formulating its bid to purchase the Notes. Attached as Schedule $A$ is a true and correct copy of the bid provided by the Bidder to purchase the Notes.
(b) the Bidder was not given the opportunity to review other bids prior to submitting its bid.
(c) The bid submitted by the Bidder constituted a firm offer to purchase the Notes.

## 2. Defined Terms

(a) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party to an underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
(b) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is June 10, 2021.
(c) "underwriter" means (i) any person that agrees pursuant to a written contract with the Western Placer Unified School District (the "District") (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Bidder's interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Notes, and by Quint \& Thimmig LLP in connection with rendering its opinion that the interest with respect to the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038 -G and other federal income tax advice that it may give to the District from time to time relating to the Notes.

Dated: July 1, 2021 $\qquad$

By Name $\qquad$
Title $\qquad$
Dated $\qquad$

SCHEDULE A TO ISSUE PRICE CERTIFICATE
\$14,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
2021 Tax and Revenue Anticipation Notes
UNDERWRITER'S BID

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

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Consider Approving Resolution No. 20/21.28
Authorizing the Elimination and/or Reduction of Certain Classified Employee Positions Due to
Lack of Work/Lack of Funds.

## REQUESTED BY:

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

## DEPARTMENT:

Personnel

AGENDA ITEM AREA:
Discussion/Action

## ENCLOSURES:

Resolution No. 20/21.28

FINANCIAL INPUT/SOURCE:
General Fund

ROLL CALL REQUIRED:
Yes

## BACKGROUND:

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 20/21.28. The positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code. These positions are being reduced based on the projected enrollments at these sites which correspond with our staffing allocations.

## RECOMMENDATION:

Approve Resolution No. 20/21.28 authorizing the elimination and/or reduction of certain Classified employee positions due to lack of work/lack of funds.

# WESTERN PLACER UNIFIED SCHOOL DISTRICT RESOLUTION NO. 20/21.28 

## RESOLUTION FOR A REDUCTION/ELIMINATION IN CLASSIFIED STAFF DUE TO LACK OF WORK/LACK OF FUNDS


#### Abstract

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


WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than June 20, 2021, due to lack of work/lack of funds:

Reduce One (1) 7.5 hour Library Technician position (First Street Elementary School) from 7.5 hours to 7 hours

Reduce One (1) 2 hour Campus Supervisor position (First Street Elementary School) from 2 hours to 1.5 hours

Reduce One (1) 1.5 hour Campus Supervisor position (Lincoln Crossing Elementary School) from 1.5 hours to 1 hour

Eliminate Two (2) 2 hour Campus Monitor positions (Lincoln High School)

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on June 20 , 2021, the above-referenced classified positions shall be reduced or eliminated.

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

ADOPTED by the Governing Board of Western Placer Unified School District on
April 20,2021 by the following vote:

AYES:
NOES:

## ABSENT:

President<br>Board of Trustees<br>Western Placer Unified School District

Attested:

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

Clerk
Board of Trustees
Western Placer Unified School District

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

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Consider Approving Job Description
for Bilingual Intervention Services Provider

AGENDA ITEM AREA:
Discussion/Action

## ENCLOSURES:

Proposed Job Description for Bilingual Intervention Services Provider

FINANCIAL INPUT/SOURCE:
General

## ROLL CALL REQUIRED:

No

## BACKGROUND:

As a part of the ongoing review of District needs, programs, and staffing by the District, there exists a need to approve a job description for a classified Bilingual Intervention Services Provider in order to establish the revised job requirements. This job description will go into effect following Board approval.

## RECOMMENDATION:

Approve the attached job description for Bilingual Intervention Services Provider and corresponding revised 2020-2021 and 2021-2022 salary schedules.

# BILINGUAL INTERVENTION SERVICES PROVIDER 

Department:
Educational Services
Reports:

Site Administrator and/or Asst. Supt. Ed Services

## SUMMARY:

Under the direction of the site administrator and/or Asst. Supt. of Ed Services performs reading and/or math intervention services, and other related assignments as required.

## ESSENTIAL DUTIES AND RESPONSIBILITIES:

* Assists with the delivery of categorically funded intervention programs to the appropriate students.
* Maintains records of student progress
* Works collaboratively with classroom teacher to analyze achievement data
* Conduct appropriate intervention assessments
* Other duties as assigned


## QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must be willing to receive and follow training guidelines for specific reading and/or math intervention programs.

## EDUCATION and/or EXPERIENCE:

Four-year college degree, preferably in education, reading, language arts, psychology or related field.

## LANGUAGE SKILLS:

Read, write, and speak English and other designated language at a level sufficient to fulfill the duties to be performed; required to pass the instructional aide test; experience working with young people, Ability to read and write in the designated language shall be determined by standardized assessment, if available, or informal assessment by native speakers. Ability to speak in the designated language shall be determined by an interview panel of school and community members, the majority of whom are fluent in the designated language. Candidate must be familiar with the cultural heritage of the LEP students.

## MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent, draw and interpret bar graphs. Ability to solve one- and two-step algebraic equations.

## REASONING ABILITY:

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

## OTHER SKILLS and ABILITIES:

Ability to develop effective working relationships with students, staff and the school community. Ability to communicate clearly and concisely, both orally and in writing. Ability to perform duties with awareness of all district requirements and Board of Trustee policies.

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, talk or hear. The employee is occasionally required to stand; walk, climb or balance; and stoop kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds. The employee must be able to push items of 50 lbs such as moving/rearranging furniture. Specific vision abilities required by this job include close vision, distance vision, and peripheral vision.

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually loud at a standard acceptable level for this environment. The employee is continuously responsible for the safety, well-being and work output of students.


14 Cafeteria Site Cashier, Food Service Warehouse Worker
16 Central Kitchen Assistant
20 Central Kitchen Lead
23 Child Nutritional Clerk
12 Food Service Assistant
16 Food Service Lead
20 Middle School Cafeteria Lead
23 High School Cafeteria Lead
Range: Clerical
26 Accounting Techn|cian I
28 Accountirg Technician II
17 Adult School Account Clerk
24 Alternative Education Secretary/Administrative Assistant
22 Assistant Principal Secretary/Administrative Assistant
16 Bilingual School Clerk
22 Counselor Secretary/Administrative Assistant
25 Department Secretary/Administrative Assistant
22 District ELD \& Intervention Program Secretary/Administrative Assistant
20 District Office Clerk
23 District Receptionist Clerk
42 Facilities Planner
26 Facillities Support Clerk, Grant Funded
15 Grant Funded Bilingual Clerk
14 Grant Funded Clerk
14 Grant Funded Support Services Clerk
18 Grant Funded Transition Support Provider
20 Health Clark
20 Mail Delivery/Driver
22 Preschool Clerk
24 Registrar/Student Data Manager
20 School Office Clerk II
22 School Office Clerk III
24 School Secretary I/Administrative Assistant (K-5)
25 School Secretary II/Administrative Assistant (6-12)
22 Special Education Clerk
28. Special Education Secretary/Administrative Assistant

28 Supplemental Programs \& Accountability Secretary/ Administrative Assistarit
28 Educational Services Secretary/Administrative Assistant
Rance: Education
13 Campus Monitor
13 Campus/Cafeteria Supervisor
17 Computer Laboratory Technician
21 High School Library Technician
14 InfanVToddler Paraprofessional
15 Instructional Aide
16 Instructlonal Aide-Bilingual/ESL
17 Instructional Aide-Special Education
25 interpreter - Oral (Paid on Step A only)
25 Interpreter- Deaf \& Hard of Hearing
20 Intervention Services Provider

| RANGE | Step | Step | Step | Step | Step | Step |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | A | B | C | D | E | F* |
| 12 | 14.58 | 15.26 | 16.02 | 16.78 | 17.61 | 18.50 |
| 13 | 14.96 | 15.65 | 16.41 | 17.21 | 18.07 | 18.97 |
| 14 | 15.26 | 16.02 | 16.78 | 17.61 | 18.50 | 19.43 |
| 15 | 15.65 | 16.41 | 17.21 | 18.07 | 18.91 | 19.86 |
| 16 | 16.02 | 16.78 | 17.61 | 18.50 | 19.36 | 20.33 |
| 17 | 16.41 | 17.21 | 18.07 | 18.91 | 19.87 | 20.87 |
| 18 | 16.78 | 17.61 | 18.50 | 19.36 | 20.36 | 21.38 |
| 19 | 17.21 | 18.07 | 18.91 | 19.87 | 20.83 | 21.87 |
| 20 | 17.61 | 18.50 | 19.36 | 20.36 | 21.34 | 22.41 |
| 21 | 18.07 | 18.91 | 19.87 | 20.83 | 21.88 | 22.97 |
| 22 | 18.48 | 19.36 | 20.36 | 21.34 | 22.40 | 23.51 |
| 23 | 18.91 | 19.87 | 20.83 | 21.88 | 22.95 | 24.09 |
| 24 | 19.36 | 20.36 | 21.34 | 22.40 | 23.47 | 24.65 |
| 25 | 19.87 | 20.83 | 21.88 | 22.95 | 24.06 | 25.27 |
| 26 | 20.36 | 21.34 | 22.40 | 23.47 | 24.65 | 25.87 |
| 27 | 20.83 | 21.88 | 22.95 | 24.06 | 25.26 | 26.52 |
| 28 | 21.34 | 22.40 | 23.47 | 24.65 | 25.89 | 27.19 |
| 29 | 21.88 | 22.95 | 24.06 | 25.26 | 26.51 | 27.83 |
| 30 | 22.40 | 23.47 | 24.65 | 25.89 | 27.17 | 28.53 |
| 31 | 22,95 | 24.06 | 25.26 | 26.51 | 27.84 | 29.23 |
| 32 | 23.47 | 24.65 | 25.89 | 27.17 | 28.52 | 29.95 |
| 33 | 24.06 | 25.26 | 26.51 | 27.84 | 29.21 | 30.66 |
| 34 | 24.65 | 25.89 | 27.17 | 28.52 | 29.94 | 31.45 |
| 35 | 25.26 | 26.51 | 27.84 | 29.21 | 30.68 | 32.22 |
| 36 | 25.89 | 27.17 | 28.52 | 29.94 | 31.44 | 33.01 |
| 37 | 26.51 | 27.84 | 29.21 | 30.68 | 32.21 | 33.81 |
| 38 | 27.17 | 28.52 | 29.94 | 31.44 | 33.02 | 34.67 |
| 39 | 27.84 | 29.21 | 30.68 | 32.21 | 33.85 | 35.54 |
| 40 | 28.52 | 29.94 | 31.44 | 33.02 | 34.64 | 36.38 |
| 41 | 29.21 | 30.68 | 32.21 | 33.85 | 35.52 | 37.31 |
| 42 | 29.94 | 31.44 | 33.02 | 34.64 | 36.36 | 38.18 |
| 43 | 30.68 | 32.21 | 33.85 | 35.52 | 37.26 | 39.12 |
| 44 | 31.44 | 33.02 | 34.64 | 36.36 | 38.17 | 40.08 |
| 45 | 32.21 | 33.85 | 35.52 | 37.26 | 39.13 | 41.09 |
| 46 | 33.02 | 34.64 | 36.36 | 38.17 | 40.09 | 42.10 |
| 47 | 33.85 | 35.52 | 37.26 | 39.13 | 41.09 | 43.15 |
| 48 | 34.64 | 36.36 | 38.17 | 40.09 | 42.12 | 44.22 . |
| 49 | 35.52 | 37.26 | 39.13 | 41.09 | 43.17 | 45,32 |
| 50 | 36.36 | 38.17 | 40.09 | 42.12 | 44.23 | 46.44 |

21 Intervention Services Provider-Bilingual
19 Library Techncician
32 Licensed Vocational Nurse
28 LVN/Paraprofessional, Specialized Phys Hith Care
28 Occupational Therapist Assistant I
17 Paraprofessional, Specialized Physical Health Care
25 ParenUSchool/Community Liaison
15 Preschool Instructional Aide
24 Preschaol Instructor
28 Speech-Language Pathology Assistant
33 Translator - Written (Paid on Step A only)

Range: Technology
33 District \& Site Support Tech
45 Natwork Administrator
45 Technology Data Specialist
33 CALPADS Coord/Tech Project Tech/Tech Sup Tech I
36 Technology Support Tech II

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

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

Retiree Benerits: After 15 years of service, 3,600 for a maximum of five (5) consecutive years or to age 65 or $\$ 6,000$ per year for a maximum of three ( 3 ) consecutive years or until age 65. *STEP F: Employees will be placed on Step F at the beginning of the school year in their 15 th year of service with the District
Effective 7/1/14 5\% added to the 2014-2015 salary schedule \& elimination of Employer paid PERS
Effective $7 / 1 / 153.75 \%$ added to the 2015-2016 salary schedule, retro to $3 / 1 / 15$
Effective 3/15/16 4\% added to the 2015-2016 salary schedule, retro to 1/1/16
Effective 7/1/16 1.5\% Jump sum pay from 2016-2017 salary schedule
Effective $7 / 1 / 17$ 1.53\% added to the 2017-2018 salary schedule
Effective $7 / 1 / 18.50 \%$ added to the 2018-2019 salary schedule retro to 1/1/19
Effective $7 / 1 / 19.25 \%$ added to the 2019-2020 salary schedule, Step F added
Effective 6/18/19 Food Warehouse Worker position placed at Step 14
Effective 10/1/19 Deparment Secretary position placed at Step 25
Effective 10/15/19 Mail Delivery/Driver position placed al Step 20
Revised 3/16/21 3.00\% added to the 2019-2020 salary schedule Effective 7/1/20

## WESTERN PLACER UNIFIED SCHOOL DISTRICT

Range: Cafeteria
14 Cafeteria Site Cashier, Food Service Warehouse Worker
16 Central Kitchen Assistant
20 Central Kitchen Lead Child Nutritional Clerk
12 Food Service Assistant
16 Food Service Lead
20 Middle School Cafeteria Lead
23 High School Cafeteña Lead
Range: Clerical
26 Accounting Technician I
28 Accounting Technician II
17 Adult School Account Clerk
24 Alternative Education Secretary/Administrative Assistant
22 Assistant Principal Secretary/Administrative Assistant
16 Bilingual School Clerk
22 Counselor Secretary/Administrative Assistant
25 Department Secretary/Administrative Assistant
22 District ELD \& Intervention Program Secretary/Administrative Assistant
20 District Office Clerk
23 District Receptionist Clerk
42 Facilities Planner
26 Facilities Suppor Clerk, Grant Funded
15 Grant Funded Bilingual Clerk
14 Grant Funded Clark
14 Grant Funded Support Services Clerk
18 Grant Funded Transition Support Provider
20 Health Clerk
20 Mail Delivery/Driver'
22 Preschool Clerk
24 Registrar/Student Data Manager
20 School Office Clerk II
22 School Office Clerk III
24 School Secretary I/Administrative Assistant (K-5)
25 School Secretary II/Administrative Assistant (6-12)
22 Special Education Clerk
28 Special Education Secretary/Administrative Assistant
28 Supplemental Programs \& Accountability Secretary/ Administrative Assistant
28 Educational Services Secrelary/Administrative Assistant

## Range: Education

13 Campus Monitor
13 Campus/Cafeteria Supervisor
17 Computer Laboratory Technician
21 High School Library Technician
14 Infant/Toddler Paraprofessional
15 Instructional Aide
16 Instructional Aide-Bilingual/ESL
17 Instructional Aide-Special Education
25 Interpreter - Oral (Paid on Step A only)
25 Interpreter- Deaf $\&$ Hard of Hearing

| RANGE | Step | Step | Step | Step | Step | Step |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | A | B | C | $D$ | E | $\mathrm{F}^{*}$ |
| 12 | 14.73 | 15.42 | 16.19 | 16.96 | 17.80 | 18.70 |
| 13 | 15.12 | 15.82 | 16.58 | 17.39 | 18.26 | 19.17 |
| 14 | 15.42 | 16.19 | 16.96 | 17.80 | 18.70 | 19.64 |
| 15 | 15.82 | 16.58 | 17.39 | 18.26 | 19.11 | 20.07 |
| 16 | 16.19 | 16.96 | 17.80 | 18.70 | 19.57 | 20.55 |
| 17 | 16.58 | 17.39 | 18.26 | 19.11 | 20.08 | 21.09 |
| 18 | 16.96 | 17.80 | 18.70 | 19.57 | 20.58 | 21.61 |
| 19 | 17.39 | 18.26 | 19.11 | 20.08 | 21.05 | 22.10 |
| 20 | 17.80 | 18.70 | 19.57 | 20.58 | 21.57 | 22.65 |
| 21 | 18.26 | 19.11 | 20.08 | 21.05 | 22.11 | 23.21 |
| 22 | 18.68 | 19.57 | 20.58 | 21.57 | 22.64 | 23.76 |
| 23 | 19.11 | 20.08 | 21.05 | 22.11 | 23.19 | 24.35 |
| 24 | 19.57 | 20.58 | 21.57 | 22.64 | 23.72 | 24.91 |
| 25 | 20.08 | 21.05 | 22.11 | 23.19 | 24.32 | 25.54 |
| 26 | 20.58 | 21.57 | 22.64 | 23.72 | 24.91 | 26.14 |
| 27 | 21.05 | 22.11 | 23.19 | 24.32 | 25.53 | 26.80 |
| 28 | 21.57 | 22.64 | 23.72 | 24.91 | 26.16 | 27.48 |
| 29 | 22.11 | 23.19 | 24.32 | 25.53 | 26.79 | 28.12 |
| 30 | 22.64 | 23.72 | 24.91 | 26.16 | 27.46 | 28.83 |
| 31 | 23.19 | 24.32 | 25.53 | 26.79 | 28.14 | 29.54 |
| 32 | 23.72 | 24.91 | 26.16 | 27.46 | 28.82 | 30.27 |
| 33 | 24.32 | 25.53 | 26.79 | 28.14 | 29.52 | 30.98 |
| 34 | 24.91 | 26.16 | 27.46 | 28.82 | 30.26 | 31.78 |
| 35 | 25.53 | 26.79 | 28.14 | 29.52 | 31.01 | 32.56 |
| 36 | 26.16 | 27.46 | 28.82 | 30.26 | 31.77 | 33.36 |
| 37 | 26.79 | 28.14 | 29.52 | 31.01 | 32.55 | 34.17 |
| 38 | 27.46 | 28.82 | 30.26 | 31.77 | 33.37 | 35.04 |
| 39 | 28.14 | 29.52 | 31.01 | 32.55 | 34.21 | 35.92 |
| 40 | 28.82 | 30.26 | 31.77 | 33.37 | 35.01 | 36.77 |
| 41 | 29.52 | 31.01 | 32.55 | 34.21 | 35.90 | 37.71 |
| 42 | 30.26 | 31.77 | 33.37 | 35.01 | 36.75 | 38.58 |
| 43 | 31.01 | 32.55 | 34.20 | 35.90 | 37.65 | 39.53 |
| 44 | 31.77 | 33.37 | 35.01 | 36.75 | 38.57 | 40.50 |
| 45 | 32.55 | 34.21 | 35.90 | 37.65 | 39.54 | 41.53 |
| 46 | 33.37 | 35.01 | 36.75 | 38.58 | 40.51 | 42.55 |
| 47 | 34.21 | 35.90 | 37.65 | 39.54 | 41.53 | 43.61 |
| 48 | 35.01 | 36.75 | 38.57 | 40.51 | 42.57 | 44.69 |
| 49 | 35.90 | 37.65 | 39.54 | 41.53 | 43.63 | 45.80 |
| 50 | 36.75 | 38.57 | 40.51 | 42.57 | 44.70 | 46.93 |
|  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |

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

## Range: Transportatlon 8 Maintenance

Assistant Mechanic
Bus Driver Special Needs
Custodian/Groundsman
Dispatcher/Driver Trainer
District Maintenance Worker
Grounds Maintenance Worker
Lead Custodian
Maintenance/Custodian
Mechanic

21 Intervention Services Provider-B:lingual

## 9 Library Technician

Longevity: $\mathbf{2 . 5 \%}$ salary increase for 10 years of service

28 LVN/Paraprofessional, Specialized Phys Hith Care
28 Occupational Therapist Assistant I
17 Paraprofessional, Specialized Physical Health Care
25 Parent/School/Community Liaison
15 Preschool Instructional Aide
24 Preschool instructor
28 Speech-Language Pathology Assistant
33 Translator - Written (Pald on Step A only)
and $2.5 \%$ for each additional 5 years of completed service.
Retires Benefits: After 15 years of service, 3,600 for a maximum of five (5) conseculive years or to age 65 or $\$ 6,000$ per year for a maximum of three (3) conseculive years or until age 65. * STEP F: Employees will be placed on Step $F$ at the beginning of the school year in their 15th year of service with the District

Effective 7/1/14 5\% added to the 2014-2015 salary schedule \& elimination of Employer paid PERS
Effective $7 / 1 / 15 \quad 3.75 \%$ added to the 2015-2016 salary schedule, retro to $3 / 1 / 15$
Effective $3 / 15 / 164 \%$ added to the 2015-2016 salary schedule، retro to $1 / 1 / 16$
Effective 7/1/16 $1.5 \%$ lump sum pay from 2016-2017 salary schedule
Effective $7 / 1 / 171.53 \%$ added to the 2017-2018 salary schedule
Effective $7 / 1118$. $50 \%$ added to the 2010-2019 salary schedule retro to $1 / 1 / 19$
Effective 7/1/19.25\% added to the 2019-2020 salary schedule, Step F added
Effective $6 / 18 / 19$ Food Warehouse Worker position placed at Step 14
Effective 10/1/19 Department Secretary position placed at Step 25
Effective 10/15/19 Mail Delivery/Driver position placed at Step 20
Revised 3/16/21-3.00\% added to the 2019-2020 salary schedule Effective 7/1/20
Revised 3/16/21 1.06\% added to the 2020-2021 salary schedule Effective 7/1/21

## WESTERN PLACER UNIFIED SCHOOL DISTRICT <br> BOARD OF TRUSTEE MEETING FACT SHEET

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

## DISTRICT GLOBAL GOALS

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

## SUBJECT:

Approve the Selection of Roebbelen Contracting, Inc., for Lease-Leaseback Services and Award of Lease-Leaseback Agreement for the Twelve Bridges Middle School Hydronic Piping Replacement Project

REQUESTED BY:
Michael Adell
Director of Facilities
DEPARTMENT:
Facilities
MEETING DATE:
April 20, 2021

AGENDA ITEM AREA:
Action

## ENCLOSURES:

Yes

## FINANCIAL INPUT/SOURCE:

Facilities Fund 21

## ROLL CALL REQUIRED:

Yes

## BACKGROUND:

On August 15, 2017, the Board approved Resolution 17/18.2, adopting procedures and guidelines for selection of the lease-leaseback contractor for projects including the prequalification of contractors. On February 15, 2021, the District received prequalification packets from general contractors and mechanical, electrical, and plumbing subcontractors as required and established a prequalified list of contractors to bid or propose on the project. On March 25, 2021, the District issued a Request for Proposal (RFP) for prequalified contractors to submit a "percentage fee proposal" to provide pre-construction and construction lease-leaseback services for the Twelve Bridges Middle School Hydronic Piping Replacement Project to be awarded to the responsive contractor with the highest best value score based on qualifications and price proposal. On April 9 , 2021, the District received proposals from three (3) lease-leaseback proposers.

Based on the prequalification submittals, qualification statements, and price proposal responses to the RFP, the District has reviewed, scored, and ranked the proposing contractors for best value to the District and has selected Roebbelen Contracting, Inc., as the lease-leaseback entity to execute the Lease-Leaseback Agreement.

## RECOMMENDATION:

Staff recommends the Board of Trustees approve the Selection of Roebbelen Contracting, Inc. for Lease-Leaseback Services and Award of Lease-Leaseback Agreement for the Twelve Bridges Middle School Hydronic Piping Project.

## EXHIBIT A

## Ranking of Best Value Scores

## SECTION I - CONTRACTOR OUALIFICATIONS

In the follow table, enter all proposing Contractors and the total points received from the qualifications evaluation (Maximum points available per Contractor is 100).

| CONTRACTOR | POINTS <br> AWARDED |
| :--- | :---: |
| Roebbelen Contracting, Inc. | 93 |
| Dowdle and Sons Mechanical, Inc. | 93 |
| BRCO Constructors, Inc. | 77 |
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## SECTION II - PRICE PROPOSALS

In the following table, enter all proposing Contractors based on their price proposals in order from lowest to highest. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points. (For example, if two Contractors submit a price proposal of exactly $\$ 1$ million, which would qualify them both as the second lowest proposal, each Contractor shall receive 90 points.)

| CONTRACTOR | PRICE <br> PROPOSAL | POINTS <br> AWARDED |
| :--- | :---: | :---: |
| BRCO Constructors, Inc. | 8.0 | 100 |
| Roebbelen Contracting, Inc. | 12.0 | 90 |
| Dowdle and Sons Mechanical, Inc. | 26.1 | 80 |
|  |  | 70 |
|  |  | 60 |
|  |  | 50 |
|  |  | 40 |
|  |  | 30 |
|  |  | 20 |
|  |  | 10 |

## SECTION III - BEST VALUE SCORE

In the following table, enter all proposing Contractors, their scores from the qualifications and price proposal evaluations, and their total combined score. The total combined score is the Contractor's "best value score."

| CONTRACTOR | SECTION I <br> POINT TOTAL | SECTION II <br> POINT TOTAL |  <br> SECTION II <br> COMBINED <br> TOTAL |
| :--- | :--- | :--- | :--- |
| Roebbelen Contracting, Inc. | 93 | 90 | 183 |
| BRCO Constructors, Inc. | 77 | 100 | 177 |
| Dowdle and Sons Mechanical, Inc. | 93 | 80 | 173 |
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## SECTION IV - BEST VALUE RANK

In the following table, enter all proposing Contractors and best value score in order from the highest best value score to the lowest best value score. The Contractor with the highest best value score shall be ranked No. 1 overall.

| CONTRACTOR | BEST VALUE <br> SCORE <br> (highest to lowest) | RANK |
| :--- | :--- | :---: |
| Roebbelen Contracting, Inc. | $\mathbf{1 8 3}$ | $\mathbf{1}$ |
| BRCO Constructors, Inc. | 177 | 2 |
| Dowdle and Sons Mechanical, Inc. | 173 | 3 |
|  |  | 4 |
|  |  | 5 |
|  |  | 6 |
|  |  | 7 |
|  |  | 8 |
|  |  | 9 |
|  |  | 10 |

# LEASE-LEASEBACK AGREEMENT 

Dated as of<br>$\qquad$ , 2021<br>Between Western Placer Unified School District<br>and<br>Roebbelen Contracting, Inc.

Twelve Bridges Middle School Hydronic Piping Replacement Project
Twelve Bridges Middle School
770 Westview Drive
Lincoln, CA 95648

## LEASE-LEASEBACK AGREEMENT

## Twelve Bridges Middle School Hydronics Piping Replacement Project

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of $\qquad$ , 2021 between the Western Placer Unified School District, a California public school district (the "Owner"), and Roebbelen Contracting, Inc. , a California Corporation and licensed general contractor (the "Contractor"). Owner and Contractor are each a "Party" and together are the "Parties" to this Agreement.

The Owner intends to make certain tenant improvements (the "Project") to its central plant underground hydronic piping on the campus of its Twelve Bridges Middle School, located at 770 Westview Drive, Lincoln, CA 95648 the scope of which is generally described in Section 1, below.

This Agreement is entered into by the Parties pursuant to California Education Code section 17406, which permits the governing board of school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provides for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease.

In connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the "Site Lease"), under which it will lease the Project site described and depicted in Exhibit A of the Site Lease (the "Site") to Contractor in order for Contractor to finance and construct the Project as described in the Scope of Work set forth in Section 1, below (the "Scope of Work").

Contractor will lease the Site and the Project back to the Owner pursuant to a Sublease Agreement (the "Sublease"), under which the Owner will be required to make sublease payments to Contractor for the use and occupancy of the Site, including the Project.

Contractor is experienced in the construction of the type of project and type of work desired by the Owner and is willing to perform said construction work for the Owner, all as more fully set forth in this Agreement.

The Owner and Contractor therefore agree as follows:

1. Scope of Work. The Contractor agrees to finance construction of the Project and to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all of the Work, as that term is defined in Article 1.1.3 of the General Conditions, in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

## TWELVE BRIDGES MIDDLE SCHOOL HYDRONIC PIPING REPLACEMENT PROJECT AT TWELVE BRIDGES MIDDLE SCHOOL LINCOLN, PLACER COUNTY, CALIFORNIA,

all in strict compliance with the plans, drawings and specifications ("Plans and Specifications") for the Project as prepared by:

HMC Architects
2495 Natomas Park Drive, Studio 100
Sacramento, CA 95833
(916) 325-1100
and other contract documents relating to the Project.
The Scope of Work shall include any revisions to the Plans and Specifications that are made as a result of DSA review or at the direction of DSA.

The Scope of Work does not include Contractor's performance of the pre-construction services as set forth in Section 2, below.

In accordance with California Public Contract Code section 3300, Contractor has a Class "A/B" license that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.
2. Pre-Construction Services. Contractor shall perform the following pre-construction services to be completed by May 18, 2021:
a. Site Evaluation. Contractor shall perform an evaluation of the Site for the Project and make recommendations relating to scope, constructability, and schedule of the Project. Contractor shall also review the scope of necessary demolition work, if any, to develop a hazardous materials removal plan. The purpose of this evaluation is to improve the Project's design and minimize unforeseen conditions. At Owner's request, Contractor shall provide the results of its evaluation in written form to the Owner.
b. Constructability Review. Contractor shall provide at least 2 constructability reviews of the Plans and Specifications before or at each of the following intervals of preconstruction: (i) one upon the completion of design development; and (ii) one immediately prior to the completion of the Contract Documents (Plans and Specifications).

Contractor shall review the Plans and Specifications and related construction documents for errors and omissions, clarity, consistency, and coordination. Contractor's review shall emphasize ensuring that the Project can be completed within the Owner's available budget to the level of quality and educational goals desired, and can be completed within the established schedule. Contractor shall specifically provide recommendations on construction feasibility, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies of scale. Contractor shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the constructability review, Contractor shall identify areas where value engineering principles could be applied (including potential cost savings and the schedule impact of such savings), and identify
items requiring a long lead time before construction. Contractor shall assist the District in considering operating or maintenance costs with respect to selecting systems and products for the Project.
c. Design/Coordination Meetings. Contractor shall be responsible for facilitating all design/coordination meetings as needed. Such meetings shall include participation of design professionals and specialty subcontractors.
d. Schedule. Contractor shall develop a master critical path method ("CPM") project schedule for the Project that shall include all milestone dates for the Project, including submittal of Contractor's GMP proposal for each Project phase, completion of design development, submittal of all estimates contemplated by the Contract, re-submission of the Plans and Specifications to DSA (if necessary), anticipated re-approval by DSA (if any), finalization of Contract Documents, construction sequencing and durations, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, phasing, and Owner move-in. Contractor's schedule shall be submitted to the Owner for approval within 30 days' of execution of this Agreement; the Owner shall have the right to request reasonable changes and updates in the schedule. Contractor shall provide schedule updates with each estimate, or more often if reasonably requested by the Owner or if required in Contractor's judgment to communicate changes in market conditions.
e. Estimates. Contractor shall provide an estimate of total Project cost, as well as necessary updates to that estimate. Contractor's initial estimate shall be due to the District within two weeks of completion of its first constructability review. Updated cost estimates shall be given in accordance with the approved CPM project schedule for the Project. Contractor shall also provide an updated estimate upon the submission of the Plans and Specifications to DSA (and at any other time required or reasonably necessary pursuant to this Agreement). Contractor's cost estimate shall identify all trades and unit costs and shall also identify all allowable general condition costs and fees. If any cost estimate submitted to the Owner exceeds a previously approved estimate, the Contractor shall make appropriate recommendations to the Owner for reducing the estimated cost of the Project. All estimates shall assume that construction of the Project is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and that the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
f. Construction Planning. Contractor shall provide assistance to Owner in construction planning, including phasing, staging, site logistics, sequencing, fencing, office locations and means and methods of construction. The Contractor shall (1) provide a preliminary evaluation of the Owner's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule pursuant to Subsection d. above; (3) develop a preliminary cost estimate for each type of work contemplated by the Project pursuant to Subsection e. above; (4) clarify and delineate the Architect's, the Contractor's, and the Owner's respective duties and responsibilities; and (5) set forth a plan for the administration and coordination of all Work on the Project, including preconstruction meetings. The Architect and Owner shall review the above for acceptance. Contractor will also ensure that all Work complies with the guidelines established by the State of California Office of Public School Construction and any other Federal or State agencies having jurisdiction over the Project. The objective of this step will be to develop an overall program
strategy as relates to timing, budgets, construction materials, means and methods and the program interface during construction.
3. Contract Documents. The Contractor and the Owner agree that this Agreement, and all of the documents listed in Article 1.1.1 of the General Conditions, together form the "Contract Documents," which form the "Contract."
4. Time to Complete and Liquidated Damages. Time is of the essence in this Contract. The time for completion of the Project shall be Seventy three (73) calendar days from the date of Owner's approval of the Total Sublease Amount (as set forth in Section 5 of this Agreement), pursuant to California Education Code section 17406(a)(3). Date for Completion (as that term is defined in Article 8.1.1. of the General Conditions) of the Project shall be on or before August 13, 2021.

Failure to complete the Project within the date(s) and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such completion is delayed beyond the Date for Completion. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed by the Date for Completion are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer if completion is delayed include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the Parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: $\$ 5,000.00$, for each calendar day by which completion of the Project is delayed beyond the Date for Completion, which may be adjusted in accordance with the Contract Documents.

If the Contractor becomes liable under this Section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold sublease payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, then the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.
5. Total Sublease Amount. Owner shall pay Contractor a total amount for the Scope of Work ("Total Sublease Amount") which will be calculated following: (i) Contractor's completion of the preconstruction services set forth in Section 2; (ii) the selection of all subcontractors in accordance with Education Code section 17406(a)(4) and the Request for Sealed Proposals; and (iii) any required DSA approval of the Plans and Specifications for the Work.

Following the occurrence of all of the events set forth in the paragraph above, Contractor shall provide Owner with objectively verifiable information of its costs to perform the Work and a written rationale for the proposed Total Sublease Amount, including documentation sufficient to support the calculation. Contractor's written rationale shall detail the "base construction cost" for the Project, consisting of (a) all subcontracts to be awarded by Contractor for the Project, plus (b) any separately awarded contracts for materials and supplies for the Project. The product of the base construction cost, multiplied by the Percentage offered by the Contractor in its response to the Request for Sealed Proposals, shall be the "Contractor Fee", which shall also be set forth in Contractor's written rationale. The Total Sublease Amount shail be the sum total of the base construction cost and the Contractor Fee.

The proposed Total Sublease Amount shall be approved or rejected by the Owner at a public meeting before Contractor may proceed with any further Work under the Contract Documents. Once approved, the Parties shall execute Exhibit A of the Sublease, setting forth the Total Sublease Amount and Sublease Payments, whereupon Exhibit $A$ shall be incorporated into, and become part of the Contract Documents. Contractor shall immediately commence the Work after approval of the Total Sublease Amounts by the Owner, and the time for completion of the Work shall commence to run upon such approval by the Owner. If the Owner rejects the Total Sublease Amount and requests another calculation from Contractor, then Contractor shall submit another calculation complying with this Section's procedures. If the Owner rejects the Total Sublease Amount and does not request another calculation from Contractor, then such rejection will act as a Termination for Convenience pursuant to Article 14.3.2 of the General Conditions and the Owner may award a lease-leaseback contract for the Project to the next highest best value contractor from the selection process used for the Project.

Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Sublease Amount in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for completion, it must request it pursuant to the procedures in the General Conditions for change orders and claims. Contractor shall finance the cost of construction of the Work. Contractor shall pay all subcontractors and suppliers as they perform Work or furnish supplies. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of Section 6 of the Sublease (the "Sublease Payments"). The sum of the Sublease Payments shall not exceed the Total Sublease Amount established under this Section 5.
6. Changes. Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for completion, it must request such change pursuant to the procedures in the General Conditions for change orders and claims.
7. Term and Termination. The term of the Contract (the "Lease Term") automatically ends on October 29, 2021 ("Termination Date"). The Owner or Contractor may terminate the Contract prior to the Termination Date, but only as provided in the General Conditions. All of the covenants, representations and warranties set forth in the Contract, including indernnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract will survive such completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Site Lease and the Sublease each shall automatically end at the same time as the Contract, with the Parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.
8. Prequalification of Contractor and Certain Contractors. Owner has determined that the Project is subject to prequalification pursuant to Education Code section 17406 subsection (a)(2)(C) and Public Contract Code section 20111.6 subsections (b) through (m). Accordingly, the Owner's Request for Proposals for the Project required that all entities proposing for this Contract, including Contractor, must be prequalified as well as all electrical, mechanical, and plumbing subcontractors to be utilized on the Project.

Any subcontractors that Contractor may select after award pursuant to Section 9, below, must be prequalified by Owner pursuant to Education Code section 17406 subsection (a)(2)(C) and Public Contract Code section 20111.6 subsections (b) through (m) if bidding or proposing for work requiring $\mathrm{C}-4, \mathrm{C}-7, \mathrm{C}-10, \mathrm{C}-16, \mathrm{C}-20, \mathrm{C}-34, \mathrm{C}-36, \mathrm{C}-38, \mathrm{C}-42, \mathrm{C}-43$, or $\mathrm{C}-46$ licenses or other ' C ' licenses specified by Owner in the Request for Proposals. Contractor may not accept a bid or proposal and may not award a subcontract to a bidding or proposing subcontractor that has not met the requirements of this Section. When soliciting bids or proposals from subcontractors, the Contractor shall provide notice to all subcontractors of which subcontractors must be prequalified to submit bids or proposals, and Contractor shall state where the prequalification applications may be obtained and where and when they must be submitted. The prequalification questionnaires and financial statements are not public records and are not open to public inspection.
9. Selection of Subcontractors For any subcontractors not listed in Contractor's proposal who will perform more than $0.5 \%$ of the Work, Contractor shall provide public notice of availability of work to be subcontracted in accordance with the publication date applicable to the District's competitive bidding process (including but not limited to Public Contract Code section 20112), including a fixed date and time on which qualifications statements, bids, or proposals will be due. Contractor shall establish reasonable qualification criteria and standards and shall award each subcontract either on best value basis as described in Education Code section 17406(a)(4) or to the lowest responsible bidder. All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100). Contractor's subcontractor selection process shall be subject to review by, and approval of Owner.
10. Prevailing Wages. The Project is a public work, the Work shall be performed as a public work, and under California Labor Code section 1770 et seq., the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ( $\$ 200.00$ ) for each calendar day or portion thereof for each worker
paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-five Thousand Dollars ( $\$ 25,000$ ): in order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 ( $\S \S 1720$ et seq.) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 ( $\S 1720$ et seq.) of the Labor Code.
11. Working Hours. Under California Labor Code sections 1810 to 1815 , the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than $11 / 2$ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit $\$ 25.00$ for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.
12. Apprentices. The Contractor shall comply with California Labor Code sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a joumeyman (unless an exemption is granted in accordance with Labor Code section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race,
religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.
13. Skilled and Trained Workforce. The Contractor and its subcontractors at every tier shall comply with Education Code section 17407.5 and Public Contract Code sections 2600-2602, which require the Contractor and its subcontractors at every tier to employ a skilled and trained workforce, as defined herein, to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades.

For the purpose of this Section 13, the following definitions apply:
A. "Apprenticeable occupation" means an occupation for which the Division of Apprenticeship Standards of the DIR had approved an apprenticeship program before January 1, 2014.
B. "Graduate of an apprenticeship program" means either (a) an individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the DIR pursuant to Section 3075 of the Labor Code, or (b) an individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to apprenticeship regulations adopted by the federal Secretary of Labor.
C. "Skilled and trained workforce" means that all of the workers are either apprentices registered in an apprenticeship program approved by the DIR, or skilled joumeypersons, with at least 30 percent of the skilled journeypersons employed on the Project in the following occupations being graduates of an apprenticeship program: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher. For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed on the Project in all other apprenticeable occupations must be graduates of an apprenticeship program, except that the compliance of teamsters must be evaluated according to Public Contract Code section 2601(d)(2)(A). Pursuant to Sections 2600-2602 of the Public Contract Code, the percentage requirement (1) may be partially met in some apprenticeable occupations by skilled journeypersons who commenced working before an apprenticeship program existed; (2) may be met by the hours performed by the skilled journeypersons; (3) need not be met if less than ten (10) hours of work were performed; and (4) need not be met by some subcontractors.
D. "Skilled journeyperson" means any of the following: (i) a person who has graduated from an apprenticeship program for the applicable occupation that was approved by the DIR, (ii) a person who has graduated from an apprenticeship program for the applicable occupation that was located outside of California and approved for federal purposes in accordance with regulations adopted by the federal Secretary of Labor, or (iii) a person who has at least as
many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program approved by the DIR.

For each calendar month during the Work, Contractor shall provide a compliance report to the Owner for each contractor or subcontractor before the fifth day of each month, using the format attached hereto as Exhibit $\boldsymbol{A}$, or in a substantially similar format, demonstrating compliance with this Section 13. Such monthly compliance reports shall be subject to the California Public Records Act (commencing with Government Code section 6250), and shall be open to public inspection.

If Contractor fails to comply with this Section 13 then Owner, at its sole discretion, may terminate the Agreement pursuant to Article 14 of the General Conditions, in addition to any other rights or remedies provided to Owner in the Contract Documents. Notwithstanding any other provision of the Agreement or the General Conditions if Contractor fails to provide any required monthly compliance report pursuant to this Section 13 on or before the fifth day of the following month, or provides an incomplete report, Owner shall withhold further payments to Contractor that would otherwise be due and payable consistent with Public Contract Code sections 2602(b) and 2602(c). Owner shall resume making payments upon receiving from Contractor an acceptable plan for substantial compliance.
14. DSA Oversight Process. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Inspector of Record ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form $6-\mathrm{C}$; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful actions or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered Work in accordance with the DSA Oversight Process.
15. Indemnification, Insurance, and Bonds. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the California Labor Code and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $\$ 1,000,000.00$ per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be $\$ 1,000,000.00$ per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds.
16. Entire Agreement. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to California Code of Civil Procedure section 1856.
17. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.
18. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
19. Binding Effect. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.
20. Severability; Governing Law; Venue. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.
21. Amendments. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Owner's Governing Board.
22. Assignment of Contract. The Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.
23. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended,
or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.
24. Terms Not Defined. Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions or other Contract Documents.
25. Parties Bound by Agreement. Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

## CONTRACTOR:

Roebbelen Contracting, Inc. a California Corporation

BY:
TITLE: President

## OWNER:

Western Placer Unified School District

BY:
TITLE: Assistant Superintendent

BY:
TITLE: Corporate Secretary

CALIFORNIA CONTRACTOR'S
LICENSE NO. 734124

## LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A - Lease-Leaseback Agreement

# SKILLED AND TRAINED WORKFORCE COMPLIANCE REPORT FOR WORK PERFORMED <br> ON OR AFTER JANUARY 1, 2020 

(Education Code § 17407.5 and Public Contract Code §§ 2600-2603)

| Owner: | Western Placer Unified School District |
| :--- | :--- |
| Contract: | Twelve Bridges Middle School Hydronic Piping Replacement Project |
|  | Twelve Bridges Middle School |
|  | Lincoln, Placer County, California |

Reporting Month: $\qquad$ 20

The undersigned declares:
I am the $\qquad$ (Position) of $\qquad$ (Company), the "Contractor" on the Project identified above.

I certify as follows [check applicable box(es)]:

## SECTION A: COMPLIANCE WITH THE BUILDING AND CONSTRUCTION TRADES WORKFORCE COMPOSITION REQUIREMENT

A.1. YES/NO: Contractor performs work in an apprenticeable occupation in the building and/or construction trades.

An "apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

If "Yes," continue to Section A.2. If "No," Contractor is exempt from compliance with this requirement and may proceed to Section B.
A. 2 . $\qquad$ Percentage of workers who are skilled journeypersons.

A skilled joumeyperson is a worker who: (1) graduated from an apprenticeship program for the applicable occupation that was approved by the Chief; or (2) has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for that occupation that is approved by the Chief.
A. 3 . $\qquad$ Percentage of workers who are apprentices in an apprenticeship program approved by the Chief.
A. 4 . $\qquad$ Total percentage of workers who are either skilled journeypersons or apprentices in an
apprenticeship program approved by the Chief. This percentage is calculated by adding the numbers in Sections A. 2 and A. 3 .
$\square$ If the percentage in Section A. 4 is $100 \%$, Contractor is in compliance with the building and construction trades workforce composition requirement.
$\square$ If the percentage in Section A. 4 is less than $100 \%$, Contractor has not complied with this requirement.

## Continue to Section B.

## SECTION B: EXEMPT VS. NON-EXEMPT FROM SKILLED JOURNEYPERSONS GRADUATION REOUIREMENT

B.1. $\qquad$ Total hours performed by skilled journeypersons employed to perform work on the Project this month.
$\square$ If the number above is less than 10 hours: Contractor is exempt from compliance with the skilled journeypersons graduation requirement. Continue to Section F.
$\square$ If the number above is more than 10 hours: Contractor is not exempt from the skilled journeypersons graduation requirement. Continue to Section B. 2 .
B.2. B.2.a. YES/NO: Contractor is a subcontractor who is not listed in the LLB Agreement and is not a substitute for a listed subcontractor;
B.2.b. YES/NO: The subcontract does not exceed $0.5 \%$ of the price of the prime contract.
$\square$ If you answered "Yes" to B.2.a and B.2.b, Contractor is exempt from compliance with the skilled journeypersons graduation requirement. Proceed to Section F.
$\square$ If you did not answer "Yes" to B.2.a and B.2.b, continue to Section C.

## SECTION C: COMPLIANCE BY NUMBER AND PERCENTAGE OF SKILLED JOURNEYPERSONS WHO GRADUATED FROM AN APPROVED APPRENTICESHIP PROGRAM

C.1. $\qquad$ Total number of skilled journeypersons employed to perform work on the Project this month.
C.2. $\qquad$ Total number of skilled journeypersons employed to perform work on the Project this month who graduated from an approved apprenticeship program for the applicable occupation.

A skilled journeyperson has "graduated from an approved apprenticeship program" if: (1) they have been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief pursuant to Section 3075 of the Labor Code; or (2) they have completed an apprenticeship program Iocated outside California and approved for federal
purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
C. 3 . $\qquad$ $\%$ of skilled journeypersons that are employed to perform work on the Project this month who graduated from an approved apprenticeship program. This percentage is calculated by dividing the number in Section C. 2 by the number in Section C.1.
$\square$ If the percentage in Section C. 3 is $60 \%$ or greater (or $30 \%$ or greater if Contractor is in one of the trades listed in the Appendix below): Contractor has satisfied the skilled journeypersons graduation requirement. Continue to Section F.
$\square$ If the percentage in Section C. 3 is less than 60\% (or less than 30\% if Contractor is in one of the trades listed in the Appendix below): Continue to Section D.

## SECTION D: COMPLIANCE BY HOURS WORKED AND PERCENTAGE BY SKILLED JOURNEYPERSONS WHO GRADUATED FROM AN APPROVED APPRENTICESHIP PROGRAM

D.1. $\qquad$ Total number of hours worked by skilled journeypersons on the Project this month.
D.2. $\qquad$ Total number of hours worked on the Project this month by skilled journeypersons who graduated from an approved apprenticeship program for the applicable occupation.

A skilled journeyperson has "graduated from an approved apprenticeship program" if: (1) they have been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief pursuant to Section 3075 of the Labor Code; or (2) they have completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
D.3. $\qquad$ $\%$ of hours worked on the Project this month by skilled journeypersons who graduated from an approved apprenticeship program for the applicable occupation. This percentage is calculated by dividing the number in Section D. 2 by the number in Section D. 1 .
$\square$ If the percentage in Section D. 3 is $60 \%$ or greater (or $30 \%$ or greater if Contractor is in one of the trades listed in the Appendix below): Contractor has satisfied the skilled journeypersons graduation requirement. Continue to Section F.
$\square$ If the percentage in Section D. 3 is less than $60 \%$ (or less than $30 \%$ if Contractor is in one of the trades listed in the Appendix below): Continue to Section E.

## SECTION E: SKILLED JOURNEYPERSONS WHO BEGAN WORKING IN THE OCCUPATION BEFORE THE CHIEF'S APPROVAL OF AN APPRENTICESHIP PROGRAM

E.1. $\qquad$ YES/NO: Contractor works in an apprenticeable occupation for which an apprenticeship program was not established by the Chief before January 1, 1995. If "Yes," continue to Section E.2. If "No," proceed to Section F.
E.2. $\qquad$ $\%$ of skilled journeypersons who began working in this occupation before the Chief's approval - 14 -
of an apprenticeship program for that occupation in Placer County. Continue to Section F.

## SECTION F: CERTIFICATION

I, $\qquad$ (name), certify that the foregoing is true and correct as of $\qquad$ , 20 _, at $\qquad$ , California.

Signature


#### Abstract

APPENDIX Contractors in the following trades must demonstrate compliance at $\mathbf{3 0 \%}$ : acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stonemason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher.

If any work is performed by teamsters during this month, please include that information, and the number of hours worked, as an attachment to this form.


# `WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEE MEETING FACT SHEET 

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

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

## SUBJECT:

Adoption of Revised/New
Exhibits/Policies/Regulations
REQUESTED BY:
Scott Leaman
Superintendent

## DEPARTMENT:

Administration
MEETING DATE:
April 20, 2021

AGENDA ITEM AREA:
Action

ENCLOSURES:
Yes

FINANCIAL INPUT/SOURCE:
N/A
ROLL CALL REQUIRED:
No

## BACKGROUND:

These new and/or revised exhibits/policies/regulations are now being presented for approval by the Board of Trustees. (Italicized policies are part of the new GAMUT platform/updates. The Work in Progress (WIP) Reconciliation Checklist is attached)

- AR 3515.1 - Video Camera Surveillance (Delete)
- AR 3515 - Campus Security (incorporate language from AR 3515.1)
- BP 5114 - Attendance Records: Registers (Delete)
- AR 5113.11- Attendance Supervision (incorporate language from BP 5114)
- BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment
- AR/E 4119.12/4219.12/4319.12 - Title 1X Sexual Harassment Complaint Procedures
- BP/AR 4157/4257/4357 - Employee Safety
- AR 4157.1/4257.1/4357.1 - Work-Related Injuries


## RECOMMENDATION:

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

# GAMUT WIP (Work In Progress) RECONCILIATION CHECKLIST <br> For questions or more information, email policyplus@csba.org 

| District: | Western Placer Unified <br> School District | District <br> Contact: | Maria Gonzalez |
| :--- | :--- | :--- | :--- |

## CATEGORY \#1: FILES TO RETITLE (OR RENUMBER)

The titles of some policies in your manual do not match the titles that CSBA has assigned to that policy number in the codification system that underpins GAMUT Policy Plus. As a result, the system did not recognize your policies when they transferred from our old platform. These policies were imported as drafts and show up in the WIP folder with the title that CSBA uses. In the WIP folder, these files have the number and title used in the CSBA sample manual. Addressing these files is simple: you just need to change the title and you can then move them out of WIP and into your district's live manual.
A) Policies (BP) and Byiaws (BB) Regulations (AR) and Exhibits (E) to Retitle: ACTION NEEDED: Board approves renaming these policies
Formally changing the title of a policy is not a substantive change, but it does require formal board approval.

| POLICY <br> CODE | DISTRICT POLICY TITLE | NEW TITLE/CSBA Title |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |

## CATEGORY \#2: FILES TO DELETE FROM YOUR POLICY MANUAL

Several policies correspond to a policy that CSBA has deleted from its sample policy manual. The numbers and titles for these policies no longer exist in the codification system that the GAMUT Policy Plus platform uses. As a result, these policies have nowhere to "live" in the new platform. They were imported as drafts and appear in the WIP folder with the title "N/A". Refer to CSBA's Master Guidesheet Deletion list to see when and why these policies/regulations were deleted from the CSBA sample manual. We recommend you delete these policies.
B) Policies (BP) and Bylaws (BB) Regulations (AR) and Exhibits (E) to Delete ACTION NEEDED: Board approves deletion of these policies

| CODE | DISTRICT TITLE | REASON |
| :---: | :--- | :--- |
| AR 3515.1 | Video Camera Surveillance | Per CSBA this policy is not active in the new system. <br> Recommend moving language to AR 3515 - Campus Security |
| BP 5114 | Attendance Records: Registers | Per CSBA delete this policy and incorporate language with AR <br> $\mathbf{5 1 1 3 . 1 1}$ - Attendance Supervision |
|  |  |  |

## Business and Non-instructional Operations

AR 3515.1

## Video Camera Surveillance

## Purpose and Scope

To provide guidelines and establish procedures for surveillance operation, authorized users, storage and security, records retention, and viewing requests.

## Monitoring By Video Cameras:

Video recording equipment may be installed in cafeteria, public gym locations, and on outside grounds to monitor buildings and exterior areas, including but not limited to parking lots, perimeters, and entrance and exit doors.

Each campus where a surveillance system is in use shall have signs posted in conspicuous locations stating the following: "This facility employs video surveillance equipment for security and safety purposes. This equipment may or may not be monitored at any time." Signs shall be in addition to any no trespassing or use of facilities signs and shall be posted at gated access points to the campus.

The Superintendent or designee will provide prior written notice to students, parents/guardians, and staff about the District's surveillance system, including the locations where surveillance may occur, explaining that the recordings may be used in disciplinary proceedings and that matters captured by the camera may be referred to local law enforcement, as appropriate.

## System Operation

1. Concealed or non-working cameras are not permitted. Equipment shall not monitor areas where public and employees have a reasonable expectation of privacy, such as locker rooms and adult and student restrooms.
2. Any audio capability on the District's surveillance equipment shall be disabled so that sounds are not recorded.
3. The use of video monitoring equipment on school grounds will be supervised and controlled by the building Principal. The building Principal designates an administrator who operates the system and maintains the recordings. Any further delegation should be limited and should include only administrative staff.
4. The use of video monitoring equipment on school buses will be supervised and controlled by the Transportation Director. The Transportation Director designates an administrator who operates the system and maintains the recordings. Any further delegation should be limited and should include only administrative staff.
5. Information obtained through video surveillance shall be used exclusively for security and law enforcement purposes. Viewing areas off-campus, into neighboring property, into private vehicles, or onto any areas where there is an expectation of privacy is also prohibited.

## Video Camera Surveillance

6. Administrative staff assigned to the video monitoring system will be required to attend an orientation program to review regulations and surveillance operation.
7. Staff and students are prohibited from unauthorized use, tampering with, or otherwise interfering with video recording and/or video camera equipment and will be subject to appropriate disciplinary action.
8. The District shall provide reasonable safeguards to protect the monitoring system from hackers, unauthorized users, and unauthorized use.
9. Video monitors shall not be located in an area that enables public viewing.
10. Remote monitoring shall only be conducted by authorized school or District persomel and police officials.
11. All camera installations will be attached to the District network and comply with District technology standards.
12. Video surveillance shall not be used to monitor staff performance.

## Storage and Security

Video recordings will be stored for a minimum of 14 school days after initial recording, unless needed for further action.

Video recordings held for review of property or student incidences will be maintained in their original form pending resolution. Media will be released for erasure, copied for authorized law enforcement agencies, or retained as necessary as part of the student's behavioral record in accordance with established District procedures and applicable law.

To protect recorded data, the video recorder must be located in a restricted area of the school, accessible only by District designated personnel.

## Records Retention

The Family Educational Rights and Privacy Act and Education Code 49061 affirms any recording or image of a student collected by the District is considered a "student record" and subject to those laws regarding access, disclosure, and retention. The Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, and administrative regulation

## Video Camera Surveillance

Any recording or image of a staff member that may be used in a personnel action is subject to the laws regarding personnel records, including an employee's right to comment on derogatory information placed in his/her file. The Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

## Viewing Requests

School Principals and the Transportation Director shall approve requests for access to recorded and stored videos at their sites. Recorded surveillance images are only to be viewed by authorized personnel.

All surveillance recording media to be removed from the school site shall be signed out by the requestor of the recording media and the Principal or the Transportation Director When returned, the requestor and the Principal or Transportation Director shall sign back in the recording media. All surveillance media shall be considered legal evidence and treated as confidential or as directed by counsel. Release of original surveillance media to individuals or agencies outside of the District may only occur when a subpoena or other court order is received and reviewed by District counsel.

A written $\log$ will be maintained for viewing video recordings, including the date of viewing, reason for viewing, date the recording was made, location name and signature of the viewer.

Video recordings will remain the property of the District and may be reproduced only in accordance with law, including applicable Board policy and regulations.

## Legal References

EDUCATION CODE
44031 Inspection of personnel records; Contents
48980-48985 Notification of Parent or Guardian
49062-49079 Pupil Records
51512 Prohibited use of electronic listening or recording device
CALIFORNIA CODE OF REGULATIONS
16020-16028 Destruction of Records of School District
CALIFORNLA STATE CONSTITUTION
Article 1, Section 1 Inalienable Rights
Family Educational Rights and Privacy Act 20 USCS 1232 g et seq.
Regulation
approved: October 21, 2008
WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California
revised: May 4, 2010
revised: February 16, 2021
revised: April 6, 2021
revised: April 20, 2021

## Business and Noninstructional Operations

AR 3515(a)

## CAMPUS SECURITY

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity.

These strategies shall include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.
2. Secure buildings and interior spaces from outsiders and discourage trespassing.

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling of places used for congregating and loitering.
(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2-Disruptions)
(cf. 5112.5 - Open/Closed Campus)
3. Discourage vandalism and graffiti.

These strategies may include plans to immediately cover graffiti and implement campus beautification.
(cf. 3515.4-Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism. Theft and Graffiti)
(cf. 5137 - Positive School Climate)
(cf. 6142.4 - Service Learning/Community Service Classes)
4. Control access to keys and other school inventory.
(cf. 3440 - Inventories)
5. Detect and intervene with school crime.

These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

## CAMPUS SECURITY (continued)

```
(cf. 3515.3-District Police/Security Department)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 3516.2 - Bomb Threats)
(cf. 5116.2-Involuntary Student Transfers)
(cf.5131.2-Bullying)
(cf. 5131.7-Weapons and Dangerous Instruments)
(cf. 5141.52-Suicide Prevention)
(cf. 5138-Conflict Resolution/Peer Mediation)
(cf. 5145.9-Hate-Motivated Behavior)
(cf. 6164.2-Guidance/Counseling Services)
```

All staff shall receive training in building and grounds security procedures and emergency response.
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 -Staff Development

## Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1.9, 1010.1.11)

## Keys

All keys used in a school shall be the responsibility of the principal or designee. Keys shall be issued only to authorized employees who regularly need a key in order to carry out their job responsibilities.

The principal or designee create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

## CAMPUS SECURITY (continued)

Video Camera Surveillance

## Purpose and Scope

To provide guidelines and establish procedures for surveillance operation, authorized users, storage and security, records retention, and viewing requests.

## Monitoring By Video Cameras:

Video recording equipment may be installed in cafeteria, public gym locations, and on outside grounds to monitor buildings and exterior areas, including but not limited to parking lots, perimeters, and entrance and exit doors.

Each campus where a surveillance system is in use shall have signs posted in conspicuous locations stating the following: "This facility employs video surveillance equipment for security and safety purposes. This equipment may or may not be monitored at any time." Signs shall be in addition to any no trespassing or use of facilities signs and shall be posted at gated access points to the campus.

The Superimendent or designee will provide prior written notice to students, parents/guardians, and staff about the District's surveillance system, including the locations where surveillance may occur, explaining that the recordings may be used in disciplinary proceedings and that matters captured by the camera may be referred to local law enforcement, as appropriate.

System Operation

1. Concealed or non-working cameras are not permitted. Equipment shall not monitor areas where public and employees have a reasonable expectation of privacy, such as locker rooms and adult and student restrooms.
2. Any audio capability on the District's surveillance equipment shall be disabled so that sounds are not recorded.
3. The use of video monitoring equipment on school grounds will be supervised and controlled by the building Principal. The building Principal designates an administrator who operates the system and maintains the recordings. Any further delegation should be limited and should include only administrative staff.

## CAMPUS SECURITY (continued)

4. The use of video monitoring equipment on school buses will be supervised and controlled by the Transportation Director. The Transportation Director designates an administrator who operates the system and maintains the recordings. Any further delegation should be limited and should include only administrative staff.
5. Information obtained through video surveillance shall be used exclusively for security and law enforcement purposes. Viewing areas off-campus, into neighboring property, into private vehicles, or onto any areas where there is an expectation of privacy is also prohibited.
6. Administrative staff assigned to the video monitoring system will be required to attend an orientation program to review regulations and surveillance operation.
7. Staff and students are prohibited from unauthorized use, tampering with, or otherwise interfering with video recording and/or video camera equipment and will be subject to appropriate disciplinary action.
8. The District shall provide reasonable safeguards to protect the monitoring system from hackers, unauthorized users, and unauthorized use.
9. Video monitors shall not be located in an area that enables public viewing.
10. Remote monitoring shall only be conducted by authorized school or District personnel and police officials.
11. Ail camera installations will be attached to the District network and comply with District technology standards.
12. Video surveillance shall not be used to monitor staff performance.

## Storage and Security

Video recordings will be stored for a minimum of 14 school days after initial recording, unless needed for further action.

Video recordings held for review of property or student incidences will be maintained in their original form pending resolution. Media will be released for erasure, copied for authorized law enforcement agencies, or retained as necessary as part of the student's behavioral record in accordance with established District procedures and applicable law.

## CAMPUS SECURITY (continued)

To protect recorded data, the video recorder must be located in a restricted area of the school, accessible only by District designated personnel.

To protect recorded data, the video recorder must be located in a restricted area of the school, accessible only by District designated personnel.

## Records Retention

The Family Educational Rights and Privacy Act and Education Code 49061 affirms any recording or image of a student collected by the District is considered a "student record" and subject to those laws regarding access, disclosure, and retention. The Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, and administrative regulation

Any recording or image of a staff member that may be used in a personnel action is subject to the laws regarding personnel records, including an employee's right to comment on derogatory information placed in his/her file. The Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

Viewing Requests
School Principals and the Transportation Director shall approve requests for access to recorded and stored videos at their sites. Recorded surveillance images are only to be viewed by authorized personnel.

All surveillance recording media to be removed from the school site shall be signed out by the requestor of the recording media and the Principal or the Transportation Director When returned, the requestor and the Principal or Transportation Director shall sign back in the recording media. All surveillance media shall be considered legal evidence and treated as confidential or as directed by counsel. Release of original surveillance media to individuals or agencies outside of the District may only occur when a subpuena or other court order is received and reviewed by District counsel.

A writen log will be maintained for viewing video recordings, including the date of viewing, reason for viewing, date the recording was made, location name and signature of the viewer.

Video recordings will remain the property of the District and may be reproduced only in accordance with law, including applicable Board policy and regulations.

## CAMPUS SECURITY (continued)

Legal References<br>EDUCATION CODE<br>44031 Inspection of personnel records; Contents<br>48980-48985 Notification of Parent or Guardian<br>49062-49079 Pupil Records<br>51512 Prohibited use of electronic listening or recording device CALIFORNIA CODE OF REGULATIONS<br>i6020-16028 Destruction of Records of School District<br>CALIFORNIA STATE CONSTITUTION<br>Article 1, Section 1 Inalienable Rights<br>Family Educational Rights and Privacy Act 20 USCS l232g et seq.

Regulation
approved: October 21, 2008
revised: February 4, 2020
revised: April 20, 2021

## ATTENDANCE RECORDS: REGISTERS

Attendance in all school and classes shall be recorded and kept according to pertinent state laws and regulations of the State Board of Education. (Education Code 46000)

Teachers are required to take attendance in classes taught by them, and shall do so personally. Attendance taking and recording shall not be delegated to students.

## Legal Surnames

All students shall be recorded and referred to by their legal surname, as documented in a legally acceptable birth record or in a court order of change of name. A request from a parent/guardian or a student that a student's surname be changed in school records will not be honored without legal documentation, or special permission from the Superintendent or designee.

Legal Reference: EDUCATION CODE 46000 Records of pupils ADMINISTRIVE CODE, TITLE 5 400-450 Attendance records and accounting

## Students

## ATTENDANCE SUPERVISION

The Superintendent or designee shall appoint an attendance supervisor and any assistant attendance supervisor(s) as may be necessary to supervise the attendance of district students. (Education Code 48240, 48242)

Any person appointed as an attendance supervisor shall be appropriately certificated to perform the work (Education Code 48241, 48245)

Attendance supervisors shall perform duties related to compulsory full-time education, truancy, compulsory continuation education, work permits, and any additional duties prescribed by the Superintendent or designee. (Education Code 48240)

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(cf. 5112.1- Exemptions from Attendance)
(cf. 5113-Absences and Excuses)
(cf. 5113.1-Chronic Absence and Truancy)
(cf. 5113.2-Work Permits)
(cf. 6184-Continuation Education)
```

The attendance supervisor shall promote a culture of attendance and establish a system to accurately track student attendance in order to achieve all of the following

1. Raise the awareness of school personnel, parents/guardians, caregivers, community partners, and local businesses of the effects of chronic absenteeism and truancy and other challenges associated with poor attendance
2. Identify and respond to grade level or student subgroup patterns of chronic absenteeism or truancy
(cf. 5146-Married/Pregnant/Parenting Students)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster. Youth)
(cf. 6173.2-Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
3. Identify and address factors contributing to chronic absenteeism and habitual truancy, including suspension and expulsion
(cf. 5144.1-Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
4. Ensure that students with attendance problems are identified as early as possible to provide applicable support services and interventions

## ATTENDANCE SUPERVISION (continued)

5. Evaluate the effectiveness of strategies implemented to reduce chronic absenteeism rates and truancy rates
(cf. $0500-$ Accountability)
The attendance supervisor may provide support services and interventions, including, but not limited to, the following: (Education Code 48240)
6. A conference between school personnel, the student's parent/guardian, and the student
7. Promotion of cocurricular and extracurricular activities that increase student connectedness to school, such as tutoring, mentoring, the arts, service leaming, or athletics
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.6-Visual and Performing Arts)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2-Athletic Competition)
8. Recognition of students who achieve excellent attendance or demonstrate significant improvement in attendance
(cf. 5126 - Awards for Achievement)
9. Referral of the student to a school nurse, school counselor, school psychologist, school social worker, and other student support personnel for case management and counseling
(cf. 5141.6-School Health Services)
(cf. 6164.2-Guidance/Counseling Services)
10. Collaboration with child welfare services, law enforcement, courts, public health care agencies, government agencies, or medical, mental health, and oral health care providers to receive necessary services
(cf. 1020-Youth Services)
11. Collaboration with school study teams, guidance teams, school attendance review teams, or other intervention-related teams to assess the attendance or behavior problem in partnership with the student and the student's parents/guardians or caregivers
(cf. 6164.5-Student Success Teams)

## ATTENDANCE SUPERVISION (continued)

7. In schools with significantly higher rates of chronic absenteeism, identification of barriers to attendance that may require schoolwide strategies rather than case management
8. Referral of the student for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program for a student with disabilities or creating a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)
9. Referral of the student to a school attendance review board (SARB) established pursuant to Education Code 48321 or to the probation department pursuant to Education Code 48263
(cf. 5113.12-District School Attendance Review Board)
10. Referral of the student to a truancy mediation program operated by the county's district attorney or probation officer pursuant to Education Code 48260.6

Upon receiving any complaint that a parent/guardian or other person having control or charge of a student has violated Education Code 48200-48341, the state compulsory education laws, the attendance supervisor shall investigate the matter and, if a violation is found, shall recommend referral to a SARB. If the district is subsequently notified by the SARB that the parent/guardian continually and willfully has failed to respond to directives of the SARB or the services provided, the attendance supervisor shall refer the matter for possible prosecution in court in accordance with Education Code 48291-48292 as applicable. (Education Code 48290-48292)

The attendance supervisor shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

The attendance supervisor shall annually report student attendance data to the Superintendent or designee and the Governing Board. Such data shall include, by school, grade level, and each numerically significant student subgroup as defined in Education Code 52052, rates of school attendance, chronic absence in which students are absent on 10 percent of more of the school days in the school year, and dropout.
(cf. 5147 - Dropout Prevention)

## ATTENDANCE SUPERVISION (continued)

## Attendance Records: Registers

Attendance in all school and classes shall be recorded and kept according to pertinent state laws and regulations of the State Board of Education. (Education Code 46000)

Teachers are required to take attendance in classes taught by them, and shall do so personally. Attendance taking and recording shall not be delegated to students.

## Legal Surnames

All students shall be recorded and referred to by their legal surname, as documented in a legally acceptable birth record or in a court order of change of name. A request from a parent/guardian or a student that a student's surname be changed in school records will not be honored without legal documentation, or special permission from the Superintendent or designee.

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Legal Reference:
    EDUCATION CODE
    1740 Employment of personnel to supervise attendance (county superintendent)
    37223 Weekend classes
    4 6 0 0 0 ~ R e c o r d s ~ ( a t t e n d a n c e )
    46010-46014 Absences
    46110-46119 Attendance in kindergarten and elementary schools
    46140-46147 Attendance in junior high and high schools
    48200-48208 Children ages 6-18 (compulsory full-time attendance)
    48240-48246 Supervisors of attendance
    48260-48273 Truants
    48290-48297 Failure to comply; complaints against parents
    48320-48325 School attendance review boards
    48340-48341 Improvement of student attendance
    48400-48403 Compulsory continuation education
    52060-52077 Local control and accountability plan
    60901 Chronic absence
    ADMINISTRIVE CODE,TITLE 5
    400-450 Attendance records and accounting
    PENAL CODE
    270.1 Chronic truancy; parent/guardian misdemeanor
    WELFARE AND INSTITUTIONS CODE
    601-601.4 Habitually truant minors
    11253.5 Compulsory school attendance
    CODE OF REGULATIONS, TITLE 5
    306 Explanation of absence
    420-421 Record of verification of absence due to illness and other causes
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# ATTENDANCE SUPERVISION (continued) 

Management Resources:<br>CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS<br>School Attendance Review Board Handbook 2015<br>School Aittendance Improvement Handbook 2000<br>WEB SITES<br>CSBA: http://www.csba.org<br>Altendance Works: http://www.attendanceworks.org<br>California Association of Supervisors of Child Welfare and Attendance: http://www.cascwa.org California Department of Education: http://www.cde.ca.gov

Regulation
adopted: December 19, 2017 revised: April 6,2021
revised: April 20, 2021

Lincoln, California

## CSBA POLICY GUIDE SHEET

## October 2020

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

## Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment

Policy updated to clarify that, in some instances, it may be necessary to concurrently review a sexual harassment complaint under both the Title IX sexual harassment complaint procedures and the district's procedure reflecting state law, as described in AR 4030 - Nondiscrimination in Employment, in order to meet the applicable timelines. Policy also adds the requirement to provide supportive measures to the respondent as well as the complainant.

## Administrative Regulation 41 19.11/4219.11/4319.11-Sexual Harassment

Regulation updated to add section on "Definitions," including the federal definition of sexual harassment for purposes of applying the Title IX complaint procedures. Section identifying the Title LX Coordinator(s) moved and revised to reference CSBA's AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Section on "Notifications" adds federal requirement to disseminate the district's sexual harassment policy and procedures, along with the name and contact information of the Title IX Coordinator, by posting them in a prominent location on the district's web site and including them in any handbook provided to employees or employee organizations. New section on "Complaint Procedures" references the applicable procedures and the responsibility of the district to take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Administrative Regulation 41 19.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures
Regulation updated to clarify that a sexual harassment complaint that is dismissed or denied under Title IX may still be subject to review under state law pursuant to AR 4030 - Nondiscrimination in Employment and thus the two procedures should be implemented concurrently in order to meet the applicable timelines. Regulation also updated to clarify that the applicability of the Title IX sexual harassment complaint procedures is limited to conduct that allegedly occurs in an education program or activity over which the district exercises control; revise the timeframe for concluding the complaint process from 45 to 60 days; reflect the right to pursue civil law remedies; and add the requirement to maintain a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment.

## NEW - Exhibit 41 19.12/4219.12/4319.12 - Title 1X Sexual Harassment Complaint Procedures

New exhibit presents a sample of the required notification to employees, job applicants, and employee organizations regarding the district's Title IX sexual harassment policy, the district's Title IX coordinator, and grievance procedures pursuant to 34 CFR 106.8.

## Board Policy 4157/4257/4357 - Employee Safety

Policy updated to reflect NEW STATE REGULATION (Register 2020, No. 10) which requires districts to provide employees with access to the district's injury and illness prevention program, and to add the prohibition against discharging or discriminating against an employee for exercising any right protected by the Occupational Safety and Health Act.

## Administrative Regulation 4157/4257/4357-Employee Safety

Regulation updated to reflect NEW STATE REGULATION (Register 2020, No. 10) which requires that access to the district's injury and illness prevention program be provided to employees by either providing access in a reasonable time, place, and manner or providing unobstructed access through the district's server or web site. Regulation also updated to add material regarding the provision of facilities for quick drenching within the work area for immediate use when there is exposure to injurious corrosive materials. Regulation adds a section on "Protection from Communicable Diseases and Infections" which includes the development
of an exposure control plan for bloodbome pathogens and strategies to prevent and mitigate infectious diseases, and a section on "COVID-19 Exposure" reflecting NEW LAW (AB 685, 2020) which specifies notifications that must be provided if the district receives notice of potential exposure to COVID-19 or the Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district work site that exposes employees to the risk of COVID-19.

## Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries

Regulation updated to reflect NEW LAW (AB 1804, 2019) which requires that a report of death or serious injury or illness be immediately reported to Cal/OSHA by telephone or through an online mechanism established by Cal/OSHA, with clarification that districts may make the report by telephone or email until Cal/OSHA has an online mechanism available, and NEW LAW (AB 1805, 2019) which redefines "serious injury or illness." Regulation adds optional language regarding the responsibility of employees to document any incident, and combines options regarding the reporting of incidents to the insurance carrier or Department of Industrial Relations. Regulation also reflects NEW LAW (SB 1159, 2020) which provides that an employee will be presumed to be entitled to workers' compensation benefits for illness or injury resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and other conditions are met.


#### Abstract

Gautionary Notiee:-The following administrative-regulation refleets federal Titte IX regulations added by 85 Fed. Reg. 30026 ,effective August 14, 2020, which establish a precess-for investigating and resolving allegations of conduct that-meets the federal definition of sextal harassment. The federalregulations preempt any conflicting state law-or regulations, but the interaction between federal and state law-is not always clear. Districts-shoudd consul legat-counsel if questions about a potential cenflict arise. Districts-should also note that 18 states, ineluding-Galifornia, have sued the U.S. Department of Education to-stop-the implementation of these regulations. A preliminary injunction seeking to pestpone the effective date of the regutations and prohibit their enforeement is currently pending. If the cout grants the injunction, portions of the following administrative regulation will not take effect.


The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Board of Trustees is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any persons who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.
(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 4030 - Nondiscrimination in Employment)

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

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

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

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

## SEXUAL HARASSMENT (continued)

## Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures for eomplaints meeting the Title IX definition of sexual harassment or AR 4030 Nondiscrimination in Employment for complaints meeting the state definition, as applicable; and shall offer supportive measues to the complainant. 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 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.
(cf. $4119.12 / 4219.12 / 4319.12$ - Title $1 X$ Sexual Harassment Complaints)
The Title IX Coordinator and shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.
(cf. 4117.7/4317.7-Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

## SEXUAL HARASSMENT (continued)

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Legal Reference:
    EDUCATION CODE
    200-262.4 Prohibition of discrimination on the basis of sex
    GOVERNMENT CODE
    12900-12996 Fair Employment and Housing Act, especially:
    12940 Prohibited discrimination
    12950 Sexual harassment; distribution of information
    12950.1 Sexual harassment training
    LABOR CODE
    1101 Political activities of employees
    1102.I Discrimination: sexual orientation
    CODE OF REGULATIONS. TITLE 2
    11009 Employment discrimination
    7287.8 Retaliation
    11023 Harassment and discrimination prevention and correction
    11024 Sexual harassment training and education
    I1034 Terms, conditions, and privileges of employment
    CODE OF REGULATIONS,TITLE 5
    4900-4965 Nondiscrimination in elementary and secondary education programs
    UNITED STATES CODE, TITLE 20
    1681-1688 Title LX of the Education Amendments of 1972
    UNITED STATES CODE, TITLE 42
    2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
    CODE OF FEDERAL REGULATIONS, TITLE 34
    106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities
    106.51-106.82 Nondiscrimination on the basis of sex in employment in education programs or
    activities
    COURT DECISIONS
    Department of Health Services v. Superior Court of Califormia (2003) 31 Cal.4th}102
    Faragherv. Citv of Boca Raton, (1998) /18 S.Ct. }227
    Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
    Gebser v. Lago Vista Independent School District (I998) 118 S.Ct. }198
    Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. }99
    Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. }5
```

Management Resources:
U.S. EOUAL EMPLOYMENT OPPORTUNITY COMISSION PUBLICATIONS
Promising Practices for Preventing Harassment, November 2017
WEB SITES
Califomia Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Equal Enployment Opportunity Commission: http://www.eeoc.gov
U.S. Department of Education, Office of Civil Rights:
http://www.ed.gov/about/offices/list/ocr/index:/html

Policy
adopted: September 4, 2007
revised: May 1, 2018, December 1, 2020
revised: April 20, 2021
WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

# Cautionary Notice: The following administrative regulation reflects federal Title IX regulations-added by 85 Fed. Reg. 30026 , effective August 14, 2020, which establish-a-process for investigating and resolving allegations of conduct that meets the-federal definition of sexual hawsment. Hewever, in June 2020, twe motions for a preliminafy injuntion were filed seeking to postpone the effective-date-of the-fegulations and prohibit their enfercement. If-the-court issues an injunction, portions of this-administrative regulation reflecting the Title-IX regulations-will-net be in effect. CSBA will notify districts-when the court isstees its decision. <br> Bistricts-are-also cautioned that the federal regulations prempt-any conflieting state law or regulations, but the interaction between federal-and-state law is not always clear. Districts-sheuld consult legal counsel-if questions arise. 

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

## Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to eordinate its efforts to comply with Title-IX of the Education Amendments of 1972, as well-as to investigate and resolvesextal harasment complaints under-AR 4030- Nendiserimination in Employment. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Personnel Services<br>600 Sixth Street, Stite-400<br>Eineoln, CA 95648<br>(916) 6456350<br>gsimon@upusd.org

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(f) 4030-Nontiscrintination-in Employmenf)
(0f.5145.7.Sentua/ Hatassment)
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The district-shall notify employees, bargaining units, and-applieants for employment of the name-or-title, office-address, email address, and-telephene number-of the-district's Title-IX Goordinator. (34.CER 106.8)
(cf. 4112.94121294312 .9 Enployee Notifications)

## Prohibited-EenduetDefinitions

Prester sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of

## SEXUAL HARASSMENT (continued)

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

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district
(cf. 4030 - Nondiscrimination in Employment)
For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: ( 34 CFR 106.30, 106.44)
5. $A_{\Delta}$ district employee conditioning the provision of a district aid, benefit, or service on tine scudent's participation in unwelcome sexual conduct
6. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the cistrict's education program or activity
7. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291
(cf. 4119.12/4219.12/4319.12-Title IX Sexual Harassment Complaints)

## SEXUAL HARASSMENT (continued)

## Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, in the work or edueationalsetting, include, but are not limited to:

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

## Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12-Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

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

## SEXUAL HARASSMENT (continued)

## Training

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

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct the, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not a merely routine or clerical nature, but requires the use of independent judgement. (Government Code 12926)
(cf. 4300 - Administrative and Supervisory Personnel)
Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

## SEXUAL HARASSMENT (continued)

7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

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

## Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis oì sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)
(cf. $4112.9 / 4212.9 / 4312.9$ - Employee Notifications)

SEXUAL HARASSMENT (continued)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

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

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

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

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

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

SEXUAL HARASSMENT (continued)

## Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.í2/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 Nondiscriminatiou in Employment.

If sexual haressment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Regulation
approved: September 4, 2009
revised: October 20, 2009
revised: April 5, 2016
revised: May 1, 2018
revised: December 1, 2020
revised: April 20, 2021


#### Abstract

All Personnel AR 4119.12(a) 4219.12

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES 4319.12

Gurtionary Notiee: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Res. 30026 , effective August 14, 2020 , which-establish a process for investigating and resolving allegations of conduet that-meets the federal definition of sexual harassment- The federal regulations preempt any conflicting state-law or regulations, but the interaction between federal and state law is not always-clear. Districts-should consult legal counsel if questions-about a potential-cenflict arise. Districts should-als that 18 -states-including Califormia, have sued the U.S. Department-of Eduertion to stop the implementation of these-regulations. A preliminary injunction seeking to pestpone the effective date of the regutations and prohibit their enforcement is currently pending. If the-court grants the injunetion, the following administrative regulation-will not take effect.


The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: ( 34 CFR 106.30 , 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291
(c. 4119.11/4219.11/4319.11-Sexual Harassment)

All other sexual harassment complaints or allegations shall be investigated and responded to pursuant to resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.
(cf. 4030 - Nondiscrimination in Employment)
Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

## Reporting Allegations/Filing a Formal Complaint

A report of sexual harassment shall be submitted directly to or forwarded An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or

## TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations which when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim alleged vietim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A-formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the-district. (34CFR 106.30)

The Superintendent or designee-shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process dees shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent., and that-sSuch persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

## Supportive Measures

Upon receipt of a report of Title IX sexual harassment, if a formal complaint is not filed, the Title LX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are-nendiseiplinary, nempunitive, and-do not unreasonably burden the other party, and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment.

## TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Such Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive meastres. ( 34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

## Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. ( 34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

## Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. ( 34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties; send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

## TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

If a complaint is dismissed en the-grounds that the alleged conduct does not constitute sexuat harassment as defined in 34 CFR 106.30 , the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

## Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. ( 34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process

## Formal Complaint Proeess Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the distriet investigates allegations new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

## TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to ruise coneerns of conflict of interest or-bias regarding any of these persons and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

## Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

## TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After-sending the investigative-report to the parties and before-reaching a determination regarding respensibility, afferd each-party- the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up-questions from-ach paty

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

## TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

## Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After sending the investigative-repert to the parties and the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 4560 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts

## TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

## Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the the determination notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file-a complaint with the U.S. Equal Employment Opportunity Commission.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

## TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised 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.

## Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. ( 34 CFR 106.45)

## Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. ( 34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.
(cf. $4117.7 / 4317.7$ - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. $4119.11 / 4219.11 / 4319.11$ - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

## Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45) a-record of all reperted cases and Title IX investigations of sexual harassment, any determinations of respensibility, any-audio-or-audiovisual recording and transeript if applicable, any disciplinary sanctions imposed, any remedies-provided to the complainant, any appeal or informal reselution and the results-therefrom, and responses made pursuant to 34 CFR 106.44. (34CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

1. a A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom, responses made purstant to 34 CFR 106.44. (34CFR-106.45)
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. The Stuperintendent or designeeshath also mintain for a period of seven years-all AlI materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

The Superintendent or designee shall also maintain for a period-of-seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any perser whe faetlitates an informal reselution process. The district shall make steh-training materials publicly available-on its web site, or if the district does net maintaitn-a web site, available upen request by members of the public. (34-CFR-106.45)
(cf. 1113 - District and School Web Sites)
(cf. 3580 - District Records)

Legal Reference: (see next page)

## TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

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Legal Reference:
    EDUCATION CODE
    200-262.4 Prohibition of discrimination on the basis of sex
    4 8 9 0 0 ~ G r o u n d s ~ f o r ~ s t i s p e n s i o n ~ o r ~ e x p u l s i o n ~
    48900.2 Additional grounds for suspension or expulsion; sexual harassment
    4 8 9 8 5 ~ N o t i c e s , ~ r e p o r t , ~ s t a t e m e n t s ~ a n d ~ r e c o r d s ~ i n ~ p r i m a r y ~ l a n g u a g e
    CIVIL CODE
    51.9 Liability for sexual harassment; business, service and professional relationships
    1714.1 Liability of parents/guardians for willful misconduct of minor
    GOVERNMENT CODE
    12950.1 Sexual harassment training
    CODE OF REGULATIONS,TITLE 5
    4600-4670 Uniform complaint procedures
    4900-4965 Nondiscrimination in elementary and secondary education programs
    UNITED STATES CODE TITLE 20
    1092 Definition of sexual assault
    1221 Application of laws
    1232g Family Educational Rights and Privacy Act
    1681-1688 Title LX of the Education Amendments of 1972
    UNITED STATES CODE, TITLE 34
    1229I Definition of dating violence, domestic violence, and stalking
    UNITED STATES CODE,TITLE 42
    1983 Civil action for deprivation of rights
    2000d-2000d-7 Title VI, Civil Rights Act of 1964
    2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
    CODE OF FEDERAL REGULATIONS, TITLE 34
    99. I-99.67 Family Educational Rights and Privacy
    106.I-I06.82 Nondiscrimination on the basis of sex in education programs
    COURT DECISIONS
    Donovan v. Powav Unified School District, (2008)167 Cal.App.4th }56
    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 }73
    Dcvis v. Monroe County Board of Education (1999) }526\mathrm{ U.S. }62
    Gebser v. Lago Vista Independeni School District., (1998) 524 U.S. 274
    Oona bv Kate S. v. McCaffiey, (1998, 9th Cir.) 143 F.3d473
    Doev. Petaluma Citv School District, (1995, 9th Cir.) 54 F.3d/447
Management Resources:
    WEB SITES
    CSBA: http://www.csba.org
    California Departnent of Education: http://www.cde.ca.gov
    U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
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#### Abstract

All Personnel TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

\section*{NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY}


The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

Gabe Simon, Assistant Superintendent of Personnel 600 Sixth Street Suite 400, Fourth Floor, Lincoln CA 95648<br>(916) 645-6350<br>gsimon@wpusd.org

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures on the district's web site at www.wpusd.org.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: gsimon@wpusd.org.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

The Board of Trustees is committed to maximizing employee safety and believes that workplace safety is every employee's the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state and local laws and regulations.
(cf. 0450 - Comprehensive Safety Plan)
No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

The Board expects a All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she the employee shall immediately report the problem to the Superintendent or designee.

The Superintenden or designee shall promete safety and correct any unsafe work pratices through education and enforeem.

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(cf. 4117.4-Dismissal)
(cf. 4118-Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
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The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)
(cf. 3514 - Environmental Safety)
(cf. 3514.1-Hazardous Substances)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 4119.41/4219.41/4319.41-Employees with Infectious Disease)
(cf. 4119.42/4219.42/4319.42-Exposure Control Plan for Bloodborne Pathogens)
(cf. $4119.43 / 4219.43 / 4319.43$ - Universal Precautions)
(cf. 4157.2/4257.2/4357.2-Ergonomics)
(cf. 4158/4258/4358-Employee Security)
The Superintendent or designee shall ensure the ready availability of make first aid materials readily available at district workplaces and shall make effective provisions, in advance, to prepare for prompt medical treatment in the event of an employee's serious injury or illness. ( 8 CCR 3400)

## EMPLOYEE SAFETY (continued)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including: making complaints, instituting proceedings or testifying with regard to employee-safety or health, or for participating in any oceupational health and safety committee established pursuant to Labor-Gede 6401.7. (Labor Cede 6310)

1. Mmaking a report or complaints,
2. Iinstituting proceedings or causing proceedings to be instituted- өf
3. Ttestifying with regard to employee safety or health or for
4. Pparticipating in any occupational health and safety committee established pursuant to Labor Code 6401.7 (Labor Code 6310)
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Legal Reference: (see next page)

## EMPLOYEE SAFETY (continued)

Legal Reference:<br>EDUCATION CODE<br>32066 Safery: public and private institutions<br>LABOR CODE<br>6305 Occupational safety and health standards; special order<br>6310 Retaliation for filing complaint prohibited<br>6401.7 Injury prevention programs<br>6400-6413.5 Responsibilities and duties of employers and employees<br>CODE OF REGULATIONS, TITLE 8<br>3203 Injury and illness prevention program<br>5095-5100 Control of noise exposure<br>CODE OF FEDERAL REGULATIONS, TITLE 29<br>1910.95 Noise standards<br>Management Resources:<br>CALIOSHA PUBLICATIONS<br>Guide to Developing Your Workplace Injury and Illness Prevention Program, revised April 1998 DHHS PUBLICATIONS<br>Preventing Occupational Hearing Loss - A Practical Guide, June 1996, Department of Health and Human Services (National Institute for Occupational Safety and Heallh)<br>WEB SITES<br>OSHA: http://www. asha.gov<br>Cal/OSHA: hutp://www. dir.ca.gov/occupational_safety.html<br>Centers for Disease Control and Prevention: htp://www.cdc.gov<br>National Institute for Occupational Safery and Health: http://www.cdc.gov/niosh<br>National Hearing Conservation Association: http://www.hearingconservation.org

All Personnel
EMPLOYEE SAFETY 4357

The Superintendent or designee shall provide and implement safety devices; and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace adequate to-render the-employment and place-of employment safe and healthfuk. (Labor Code 6401)
(cf. 4157.1/4257.1/4357.I - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. $4161.11 / 4361.11$ - Industrial Accident/Illness Leave)
(cf.4261.1-Industrial Accident/lllness Leave)

## Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include but not be limited to:
a. Recognition of employees who follow safe and healthful work practices
(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)
b. Training and retraining programs
c. Disciplinary actions
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4118 - Suspension/Disciplinary Action)
3. A system for communicating with employees, in a form readily understandable by all employees; on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. This communications system may include but not be limited to:
a. Meetings

EMPLOYEE SAFETY (continued)
b. Training programs
c. Posting
d. Written communications
e. A system of anonymous notification by employees about hazards
f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
a. Whenever introducing into the workplace new substances, processes, procedures or equipment that represent a new occupational safety or health hazard
b. Whenever the district is made aware of a new or previously unrecognized hazard
(cf. 3514-Environmental Safety)
(cf. 3514.1-Hazardous Substances)
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices and work procedures in a timely manner based on the severity of the hazard when observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.
7. Provision of Training and instruction as follows:
a. To all new employees
b. To all employees given new job assignments for which training has not previously been received

## EMPLOYEE SAFETY (continued)

c. Whenever new substances, processes, procedures or equipment are introduced into the workplace and represent a new hazard
d. Whenever the district is made aware of a new or previously unrecognized hazard
e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed
(c.f. 4131-Staff Development)
(c.f. 4231-Staff Development)
(cf. 4331-Staff Development)
The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.
2. Unobstructed access to the district's injury and illness prevention program through the district's server or web site, which allows an employee to review, print, and email the current version of the district's injury and illness prevention program

The Superintendent or designce shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

## EMPLOYEE SAFETY (continued)

## Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by California Department of Industrial Relations' Division of Occupational Safety and Health Cal/OSHA upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions
7. Upon request of $\mathrm{Cal} / \mathrm{OSHA}$, verify abatement action taken by the district to abate citations issued by Cal/OSHA

## Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

## Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

EMPLOYEE SAFETY (continued)

## First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are wertplace is not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: ( 8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.
(cf. 5141.6-School Health Services)
3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

## Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be

## EMPLOYEE SAFETY (continued)

implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis $B$ vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

## (cf. 4119.42/4219.42/4319.42-Exposure Control Plan for Bloodborne Pathogens) (cf. 4119.43/4219.43/4319.43-Universal Precautions)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-toskin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.
(cf. 5141.22 - Infectious Diseases)
The Superintendent of designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

COVID-19 Exposure
If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)

1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.
2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period
3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:

EMPLOYEE SAFETY (continued)
a. COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation
b. Available leave options for exposed employees
c. Antiretaliation and antidiscrimination protections of the employee
4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratoryconfirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided. (Labor Code 6325)


#### Abstract

All Personnel

WORK-RELATED INJURIES

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery. ```(cf. 3320-Claims and Actions Against the District) (cf. 4032-Reasonable Accommodation) (cf.4/13.4/4213.4/4313.4-Temporary Modified/Light-Duty Assignmeni) (cf. 4154/4254/4354- Heallh and Welfare Benefits) (cf. 4157/4257/4357 - Employee Safety) (cf. 4157.2/4257.2/4357.2 - Ergonomics) (cf. 4161./I/4261./I/4361./I -Industrial Accident/Illness Leave)```


The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's his/her right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)
(cf. 4112.9/4212.9/4312.9-Employee Notifications)
In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee he/she shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's hisher dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

## PISTRICT INSURED-FOR WORKERS'COMPENSATHON THROUGH A THIRD PARTY INSURER

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death mente shall be filed with the insurance carrier within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA email to the Division of Occupational Safety and Health. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

## Claims Related to COVID-19

Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at the employee's specific place of employment. (Labor Code 3212.86, 3212.88)

For this purpose, an outbreak means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)

1. If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.
2. If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.
3. A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.

The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)

[^5]Regulation
approved: March 7, 2017
WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California
revised: April 20, 2021


[^0]:    Accommodating Those Individuals with Special Needs:
    In compliance with the Americans with Disabilities Act, the Western Placer Unified School District encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the Office of the Superintendent, at (916) 645-6350 at least 48 hours in advance of the meeting you wish to attend so that we may make every reasonable effort to accommodate vou, including auxiliary aids or services.

[^1]:    wp/rk/factiform

[^2]:    
    Portfolio PLCR

[^3]:    Note: Signature(s) must be guaranteed by a qualified guarantor.

[^4]:    * Preliminary, subject to change.

[^5]:    Legal Reference:
    EDUCATION CODE
    44984 Industrial accident and illness leaves, certificated employees
    45192 Industrial accident and illness leaves, classified employees
    LABOR CODE
    3200-48565 Workers' compensation, especially:
    3212.86 COVID-19: critical workers pre-July 5, 2020
    3212.88 COVID-I9: critical workers post-July 5, 2020

    3550-3553 Employee notice
    3600-3605 Conditions of liability
    3760 Report of injury to insurer
    4600 Provision of medical and hospital treatment by employer
    4906 Disclosures and statements
    5400-5413 Notice of injury or death
    6302 Definition of serious injury or illness
    6409.1 Reports

    CODE OF REGULATIONS, TITLE 8
    15596 Notice of employee rights to workers' compensation benefits
    Management Resources:
    DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS
    Workers' Compensution in California: A Guidebook for Iniured Workers, 2016
    Notice to Employees -- Injuries Caused by Work
    Time of Hire Pamphlet
    Workers' Compensation Claim Form (DWC I) \& Notice of Potential Eligibility
    WEB SITES
    California Department of Industrial Relations, Division of Occupational Safety and Healh: http://www.dir.ca.gov/dosh
    California Department of Industrial Relations, Division of Workers Compensation:
    http://www.dir.ca.gov/dwc
    California Department of Public Heahh: https://www.cdph.ca.gov

