

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

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

Public Comments Accepted by Email and Telephone

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

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

1. **Email** - Submit a comment via email to the Superintendent's Administrative Assistant, Maria Gonzalez, at mgonzalez@wpusd.org at least two hours before the start of the meeting.
2. **Telephone** - Call the Superintendent's Administrative Assistant at (916) 645-6350 by 12:00 p.m. on Tuesday, May 4, 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/556548141>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3122](tel:+15713173122) **Access Code:** 556-548-141

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/556548141>

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

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

MEMBERS OF THE GOVERNING BOARD

Kris Wyatt – President
 Damian Armitage – Vice President
 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

	<u>STUDENT ENROLLMENT</u>		
School	2019-2020 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 DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

May 4, 2021

WPUSD District Office/City Hall Building—Go To Meeting

600 Sixth Street, Lincoln, CA 95648

AGENDA

2020-2021 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

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

This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All board members may attend the meeting by teleconference. This meeting will be a telephone conference call only. The public may listen/participate via instruction listed prior to section 3 of the agenda.

2. ANNOUNCEMENT: Should this Board Meeting encounter any security breach 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 by 12:00 p.m. on Tuesday, May 4, 2021.

Public comments regarding any item appearing on the agenda may be submitted by 12:00 p.m. on Tuesday, May 4, 2021. Individuals who wish to make a public comment to the Board of Trustees have two options. Choose only one option: 1. Make a VERBAL public comment (3 minute max), 2. Submit a WRITTEN public comment (500 word limit for public comment) which will be placed into the record and may or may not be read during the meeting.

Call to Order Session

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

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5:00 P.M. START

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

Regular Meeting of the Board of Trustees

May 4, 2021

Agenda

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 – 4th Floor Zebra Conference Room**

5.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

5.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

5.3 **PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

Open Session

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6:00 P.M.

6. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – 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:

6.1 **Page 11- CONFERENCE WITH LABOR NEGOTIATOR**

Regular Meeting of the Board of Trustees

May 4, 2021

Agenda

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

6.2 Page 12 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

6.3 Page 13 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release-

7. Page 15-99 - 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 Approval of Minutes for: April 6 & 20, 2021
- 7.5 Approval of Warrants
- 7.6 Ratification of Contract with Starstruck Showcase – Lincoln Crossing Elementary School Enrichment Program
- 7.7 Agreement between Sierra Building Systems, Inc. and Western Placer Unified School District
- 7.8 Agreement between Learning For Living, Inc. and Western Placer Unified School District – Twelve Bridges High School
- 7.9 Ratification of Contract Between Broadway on Tour and Western Placer Unified School District
- 7.10 Disposal of Surplus Items
- 7.11 Approval of 2021-2022 Contract with Seesaw
- 7.12 Ratify Contract between ATX Learning and WPUSD – April 12, 2021 through June 11, 2021
- 7.13 Ratify Contract Between Presence Learning and WPUSD – June 14, 2021 through July 16, 2021
- 7.14 Williams Uniform Quarterly Complaint Report

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.

Regular Meeting of the Board of Trustees

May 4, 2021

Agenda

9. REPORTS & COMMUNICATION

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

10. ♦ACTION ♦DISCUSSION ♦INFORMATION

Members of the public wishing to comment on any items should complete a **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 102*– **DONATION OF OLE PROPERTY AND FUNDS**

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

Action

10.2 Information/*Page 126*– **BOARD POLICY 4151 AND SALARY COMPARISONS**

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

Action

10.3 Action **Page 128 – ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS** – **Leaman** (20-21 G & O Component I, II, III, IV, V)

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

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.*)

- E 1113 – District and School Web Sites (New Exhibit)
- BP/AR 5113.1 – Chronic Absence and Truancy
- BP/AR 5145.7 – Sexual Harassment
- AR/E 5145.71 – Title IX Sexual Harassment Complaint Procedures
- BP/AR/E 6161.1 – Selection and Evaluation of Instructional Materials
- E(1) 9323.2 – Actions by the Board
- BB 9012 – Board Member Electronic Communications
- BB 9320 – Meetings and Notices

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

Regular Meeting of the Board of Trustees
May 4, 2021
Agenda

11.2 BOARD MEMBER REPORTS/COMMENTS

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **May 18, 2021 6:00 P.M.**, Regular Meeting of the Board of Trustees – Go-To - Meeting

13. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

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

Date: Tuesday, May 4, 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 DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - B. **STUDENT PRIVATE PLACEMENT**
 - a. Pursuant to Board Policy 6159.2
 - C. **INTERDISTRICT ATTENDANCE APPEAL**
 - a. Education Code 35146 and 48918
 - D. **STUDENT ASSESSMENT INSTRUMENTS**
 - a. Reviewing instrument approved or adopted for statewide testing program.
 - E. **STUDENT RETENTION/ APPEAL**
 - a. Pursuant to Board Policy 5123
 - F. **DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION**
 - a. Prevent the disclosure of confidential student information.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

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

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

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

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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SUBJECT:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

CONSENT AGENDA ITEMS

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

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SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

May 4, 2021

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.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

May 4, 2021

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Mikaela Zimmerman
Position: Temporary High School Counselor
FTE: 1.0 FTE
Effective: July 1, 2021
School Site: Phoenix High School

REQUEST FOR LEAVE OF ABSENCE: None

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): None

RESIGNATIONS:

1. Name: Gabrielle Franke
Position: Agriculture Teacher
FTE: 1.0 FTE
Effective: June 11, 2021
School Site: Lincoln High School

RETIREMENTS: None

TRANSFERS/PROMOTIONS:

1. Name: Amy Pettersen
Position: Middle School Assistant Principal
FTE: 1.0 FTE
Effective: July 1, 2021
School Site: Twelve Bridges Middle School

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

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon

Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

May 04, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

May 04, 2021

CLASSIFIED/MANAGEMENT

NEW HIRES: None

REHIRE: None

TRANSFER/PROMOTIONS:

1. Name: Jessica Spurgeon
Position: Campus/Cafeteria Supervisor
FTE: 2.0 hours
Days: 10 Months
Effective: May 05, 2021
Site: Twelve Bridges Middle School

ADDITIONAL POSITION: None

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave):

1. Name: Erin Wilson
Position: Paraprofessional
FTE: 5.66 hours
Effective: May 12-November 17, 2021
Site: Lincoln Crossing Elementary School

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS:

1. Name: Jessica Spurgeon
Position: Health Clerk
Effective: May 05, 2021
Site: Creekside Oaks Elementary
2. Name: Alisha Oberg
Position: Instructional Aide
Effective: June 11, 2021
Site: Lincoln Crossing Elementary

RETIREMENTS: 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.

DISTRICT GLOBAL GOALS

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SUBJECT:

Approval of Request for Unpaid
Leave of Absence

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabriel Simon *GS*
Assist. Superintendent, Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General

MEETING DATE:

May 04, 2021

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: Luz Whiting
 Position: Food Service Assistant/Campus/Cafeteria Supervisor
 FTE: 3.84 hours
 Effective: June 8-June 11, 2021
 Site: TBMS/FRE

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Minutes:

- April 6 & 20, 2021 Regular Board of Trustee Meeting

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- April 6 & 20, 2021 Regular Board of Trustee Meeting

RECOMMENDATION:

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

April 6, 2021

WPUSD District Office/City Hall Building–Go To Meeting
600 Sixth Street, Lincoln, CA 95648

MINUTES

2020-2021 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present via Teleconference:

Kris Wyatt, President
Damian Armitage, Vice President
Brian Haley, Clerk
Criste Freymond, Member
Jason Price, Member

Others Present via Teleconference:

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

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

This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All board members may attend the meeting by teleconference. This meeting will be a telephone conference call only. The public may listen/participate via instruction listed prior to section 3 of the agenda.

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

5:00 P.M. START

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

4. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

5:05 P.M.

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

- 5.1 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - a. Student Discipline – Stipulated Expulsion Student #20-21-C
 - b. Student Discipline – Stipulated Expulsion Student #20-21-D
 - c. Student Discipline – Stipulated Expulsion Student #20-21-E

- 5.2 CONFERENCE WITH LABOR NEGOTIATOR**

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

- 5.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

- 5.4 PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

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:

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

- 6.1 *Page 11* - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - a. Student Discipline – Stipulated Expulsion Student #20-21-C
 - b. Student Discipline – Stipulated Expulsion Student #20-21-D
 - c. Student Discipline – Stipulated Expulsion Student #20-21-E

No action taken

- 6.2 *Page 14*- CONFERENCE WITH LABOR NEGOTIATOR**

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

No action taken

- 6.3 Page 15 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

No action taken

- 6.4 Page 16 - PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release-

No action taken

7. Page 18 - SPECIAL ORDER OF BUSINESS

Horizon Charter Schools – Mr. Leaman reviewed the agenda for this item and the process for this discussion. He referred to page 32 of the board packet, which lists the bullet items that Horizon Charter will discuss tonight. Mr. Leaman stated that this process started with the previous Board at WPUSD and we now have a new Board. Mr. Leaman shared Horizons response on page 37 and he introduced Cynthia Wood, Superintendent and CEO of Horizon Charter School. Mrs. Wood stated Mr. Joe Dutra the President of the Horizon Charter School Board was also in attendance tonight and thanked Superintendent Mr. Leaman for his support and collaboration with Horizon Charter School. In the last couple of years, they had some governance challenges, they were moving into a split board situation. With the help of Western Placer Unified, Jim Trimble was appointed to the Horizon Charter School (HCS) Board as the Western Placer USD Community Representative. Since Jim Trimble joined the Board, they have been able to make decisions with majority votes. They now have a five member Governing Board and are able to make decisions and move Horizon forward. Mrs. Wood reviewed and responded to the items on page 32 of the Board packet. The response letter to Western Placer Unified School District is included in the Board packet. HCS Board President Joe Dutra spoke about the importance of the board relationship affecting the morale and that the Board leads by example. Previously the Board was experiencing challenges in the way they were communicating and set a tone. He sees the changes in terms of tone and moral of employees with the current state of the Board. Having a five-member board and a Board President that can work in collaboration with the Superintendent and set agendas has helped.

Jason Price asked if there has been any formal or informal polling of the staff to get some sense from them if they have any candid feedback for the organization regarding morale issues. Per Mrs. Wood, they are not polling staff on if their morale has increased, because where they are right now is on polling them on information for the improvement of student performance. They have been actively engaged in developing their strategic plan. As they adopt that plan and move forward, they will have more opportunity to talk to them, but in general, the overall tone has become much more positive, however right now they are concerned with the changes being made for student improvement. They have their LCAP plan revisions coming up and they are preparing for their WASC visit in the fall. She

stated that currently they have not polled employees about morale but it is something they could do in the future as part of the WASC process.

Mr. Leaman introduced John Yeh from Burke, Williams & Sorensen, LLP who performed the initial review and report to the Western Placer Unified School Board. Mr. Yeh wanted to make two preliminary comments. When he initially delivered the results of the investigation in December, he did explain anytime you have a charter authorizer and a charter school relationship, you have to reach a balance because under the education code, Western Placer as the authorizer has oversight duties over Horizon Charter School. Equally, under the law, Horizon Charter School is also considered an autonomous entity for purposes like finances and employee relations. Around this time last year, we started this investigation and the board was very different. He wanted to state that what he saw was that a lot of the challenges that Horizon was facing was a combination of human nature, individuals interacting with each other, and their respective personalities and dispositions and some of the structural governance details of board operations. Those combinations were contributing factors to the previous board challenges. He sees a very different board relationship now. They have had some trainings, which were recommended. They updated their bylaws and articulating board goals. They are now using the Brown Act. Mr. Yeh shared his findings regarding all areas that were raised at the December Board meeting and stated that additional information was needed in some areas. The stipends were originally done without board process and now need board approval. He would like more of explanation as to why this was done in the past and how they got to that point. He would like more information on the settlement agreement regarding the steps taken and the charter schools response to allegations.

Mr. Leaman summarized that based on Mr. Yeh's response that there has been a lot accomplished and the Mr. Yeh does still need some more information to close the investigation regarding the evaluation of the Superintendent, employee morale, administrative stipends and the settlement agreement regarding the case against Horizon Charter School. Mr. Leaman stated that this might be something that needs to be done between Mrs. Woods and Mr. Yeh. Mr. Leaman asked Mr. Yeh for his recommendation. Mr. Yeh recommended that the WPUSD Board put a request in writing to Horizon Charter School and await a response to show that they have done their due diligence. Mrs. Woods asked for a written request so they will know exactly what information is needed. She stated that she would be able to speak to the history of the issues for the time she has been Superintendent which is the past nine years.

The WPUSD Board agreed to move on with the recommendations of Mr. Yeh.

8. *Page 50-154 - CONSENT AGENDA*

- 8.1 Certificated Personnel Report
- 8.2 Classified Personnel Report
- 8.3 Approval of Minutes for: February 2 & 16, 2021
- 8.4 Approval of Warrants

April 6, 2021

Minutes

-
- 8.5 Ratification of Agreement with Excel Photographers and Western Placer Unified School District – Twelve Bridges Elementary
 - 8.6 Agreement for Linmoore Fencing and Iron Works Inc. and Western Placer Unified School District – Lincoln High School
 - 8.7 Ratification of Contract with Linmoore Fencing and Western Placer Unified School District – Maintenance/Transportation Warehouse
 - 8.8 Ratify Contract between Gray Step Software and WPUSD – July 1, 2021 through June 30, 2022
 - 8.9 Ratification of Contract with Phantom Fireworks and Western Placer Unified School District- Lincoln High School
 - 8.10 Ratification of Agreement with Celebrations and Lincoln High School
 - 8.11 Ratification of Contract between ePlus and Western Placer Unified School District – Lincoln High School
 - 8.12 Ratification of Contract with TNT Fireworks and Lincoln High School
 - 8.13 Ratification of Delta Wireless, Inc. For Radio Programming Services
 - 8.14 Approve Resolution #20/21.26 for Twelve Bridges High School ASB Account at Umpqua Bank
 - 8.15 Approval of 2021/2022 Agreement with Learning for Living, Inc.
 - 8.16 CARS/Consolidated Application (winter release)
 - 8.17 Donation Approval for Technology – Chromebooks at Scott M. Leaman Elementary
 - 8.18 Student Discipline – Stipulated Expulsion Student #20-21-C
 - 8.19 Student Discipline – Stipulated Expulsion Student #20-21-D
 - 8.20 Student Discipline – Stipulated Expulsion Student #20-21-E

Mr. Armitage stated that the last four items should be numbered correctly on the agenda, 7.17, 7.18, 7.19 and 7.20 should be listed as 8.17, 8.18, 8.19 and 8.20.

Motion by Mr. Armitage, seconded by Mrs. Freymond and passed by a 5-0 (**Ayes:** *Haley, Price, Armitage, Freymond, Wyatt* **No: None**) roll call vote to approve consent agenda with amendment to numbering of last four items.

9. **COMMUNICATION FROM THE PUBLIC**

There was no communication from the public

10. **REPORTS & COMMUNICATION**

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

- They just got back from Spring Break.
- They had their last home game for football, dance and cheer and they had senior night
- Indoor sports approved and today they had their COVID testing clinics
- There will be no spectators for indoor sports
- Soccer, track and field, baseball, softball and girls golf and boys tennis have started
- Graduation is on Saturday June 12 and will be in the morning.
- Mattie received her first COVID vaccine today.
- Mattie committed to Oregon State University

➤ Western Placer Teacher's Association – Tim Allen stated that moving into the springtime hiring season. The assignment fair is next week, it will be virtual and is facilitated by Gabe Simon and his office staff. They are interviewing for Elementary Principals for two elementary schools. Change in leadership is happening with WPTA, Chief Negotiator Barret Hess is stepping down after three years and Tara Jeane will replace him as Chief Negotiator.

➤ Western Placer Classified Employee Association – Gus Nevarez – had no report

➤ Superintendent – Scott Leaman

- We will have some State testing, waiting on written guidelines
- COVID numbers are down. They may go up a bit this week after the break
- We have received a request to name the LHS Theater after volunteer Lee (Leland) Basham so we will add the request to a future agenda item
- Employee checks with their raises were distributed and retro checks will go out on April 16, 2021
- Hiring process happening right now
- We received requirements for graduation from the state
- Indoor sports – we are pre testing with tryouts and we will follow up with PCR test – indoor sports are stunt, basketball, volleyball and wrestling
- We are going to receiving additional funding from the State and Federal act. Kerry Callahan is heavily involved in getting summer programs in place for those students who may have struggled with distance learning

11. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

11.1 Discussion/*Page 156*– **PLACER COUNTY SCHOOL BOARDS ASSOCIATION**

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

Mr. Leaman stated that this is the opportunity to nominate someone for the Placer County School Boards Association. There are three 2 year positions and two 3 year position open on the Executive Committee due to expired terms. The Board nominated Kris Wyatt for the two-year position. Motion by Mr. Armitage, Seconded by Mrs. Freymond and passed by a 5-0 (*Ayes: Armitage, Freymond, Haley, Price, Wyatt No: None*) vote for Placer County School Boards Association Elections – Committee Nominations

11.2 Action **Page 159 – ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS** – Leaman (20-21 G & O Component I, II, III, IV, V)

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

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*).

- BP 1260 – Educational Foundation (Retitle)

- *AR 3350.1 – Guidelines For Use of Bank Credit Cards (Delete/Retitled)*
- *BP 3314.3 – District Credit Cards (Retitled from AR 3350.1)*
- *AR 5111.11- Residency of Students with Caregiver (Delete)*
- *AR 5111.1- District Residency (incorporate language from AR 5111.11)*
- *BP 5122 – Academic Load/Choice of Studies (Delete)*
- *BP 6152 – Class Assignment (incorporate language from BP 5122)*
- *BP 4113.5 4213.5 4313.5 – Working Remotely (New Policy)*
- *BP 6157 – Distance Learning (New Policy)*
- *AR 3231- Impact Aid (New Regulation)*
- *BP 3280- Sale, Lease, Rental of District – Owned Real Property*
- *BP/AR 3530 – Risk Management/Insurance*
- *AR 5113.11 – Attendance Supervision*

Motion by Mr. Haley and seconded by Mr. Price and passed by a 5-0 (*Ayes: Armitage, Freymond, Haley, Price, Wyatt No: None*) vote to approve the adoption of revised/new exhibits/policies/regulations.

12. BOARD OF TRUSTEES

12.1 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

12.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Armitage stated that he has noticed on social media that they have ben highlighting the new employees chosen for the new High School and it is exciting to see how it is going to be staffed.

Mrs. Freymond stated that she is very excited about indoor sports starting. Also excited the graduation is going to be on a Saturday this year because she has sat through several very hot graduations on Friday evenings. Excited that kids are going to get to walk the stage.

Mr. Haley stated that he excited that our football team is 3-0. He has been waiting 15 years for our team to go through a season undefeated.

Mr. Price stated that he has a nephew that is in school in the bay area and the rigors in which he is going through for his in person learning is in his opinion not tenable. He wanted to applaud the early and bold and consistent leadership of this organization to keep us out of the muck of literally having seven kids in a classroom, with desk eight feet apart, wearing a mask in front of a laptop behind a plastic optic.

Mrs. Wyatt stated she is glad we have gone through this process with Horizons and that it is getting all squared away and will be complete and we will do our due diligence to ensure that they are going to move along smoothly. She had a question for Mr. Leaman about graduation. Mrs. Wyatt asked if there will be school board

Regular Meeting of the Board of Trustees
April 6, 2021
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member allowed to be at the graduations this year. Mr. Leaman stated that school board members would attend this year's graduations and that graduations will be held at Lincoln High School, Phoenix High School and the two middle schools this year.

13. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **April 20, 2021 6:00 P.M.**, Regular Meeting of the Board of Trustees – Go-To - Meeting

14. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:28 p.m.

Kris Wyatt, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

Accommodating Those Individuals with Special Needs:

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

Western Placer Unified School District

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

MINUTES

2020-2021 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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Board Members Present via Teleconference:

Kris Wyatt, President
Damian Armitage, Vice President
Jason Price, Member
Criste Freymond, Member

Board Members Absent

Brian Haley, Clerk

Others Present via Teleconference:

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

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

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

5:00 P.M. START

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

4. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

5:05 P.M.

5. CLOSED SESSION – WPUSD District Office – 4th Floor Zebra Conference Room **30**

April 20, 2021

Minutes

- 5.1 CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Kerry Callahan, Deputy Superintendent of Educational Services
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
- 5.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477
- 5.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property Designated as Parcel: 335-010-013
- 5.4 PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

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:

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

- 6.1 Page 11- CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Kerry Callahan, Deputy Superintendent of Educational Services
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

No action taken
- 6.2 Page 12 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

No action taken
- 6.3 Page 13 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property Designated as Parcel: 335-010-013

No action taken

6.4 Page 14 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action taken

7. Page 16-78 - 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 #74I and Western Placer Unified School District

Motion by Mr. Armitage, seconded by Mr. Price and passed by a 4-0 (*Ayes: Price, Armitage, Freymond, Wyatt No: None*) roll call vote to approve consent agenda as presented.

8. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

9. REPORTS & COMMUNICATION

➤ Lincoln High School Student Advisory – Mattie Ridgway was not present

➤ Western Placer Teacher's Association – Tim Allen stated change is in the air, they are looking towards next academic year, and they just wrapped up the Assignment Fair. He has been a part of a few interviews for some changes for next year in the administrative side and they interviewed several qualified applicants. He participated in interviews for two principal positions for elementary and interviews for the Assistant Superintendent of Ed Services. He thanked the personal office for all their hard work. He wanted to let the School Board know of the quality of the applicants and what he saw as others really wanting to work in our district. Tim wanted to mention the ruling in Minnesota today and recommit WPTA as an organization representing our teachers, counselors, nurses, and speech and language pathologist as an organization that is dedicated to equity and improving the lives of our community members regardless of what background they have or the color of their skin or what their beliefs are. Tim stated he is thinking a lot today about that and is excited to be part of a district that shares those values as well.

➤ Western Placer Classified Employee Association – Jim Houck stated they are winding up the end of the year.

➤ Superintendent – Scott Leaman

- COVID numbers looking good, we only had one case last week.

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- Administrative changes: after the interview process we have hired Julie Sterns for Carlin C Coppin Principal, Denise Parnell for Lincoln Crossing Elementary Principal, Heather Pierce, Vice Principal for Twelve Bridges High School, Amy Pettersen, Vice Principal of Twelve Bridges Middle School
- Will be meeting with Horizon Charter next week or the week after
- Tom Toy and Christina Lawson wrote and received grant from California Department of Food and Ag – 30,753.00 for farming/gardening program
- Annual Appreciation Breakfast will be virtual this year on May 7, 2021
- Assignment Fair has been going well
- Graduation will happen at Lincoln High School. All the bleachers and floor will be taken up by students and parents
- The middle schools are looking at student only promotion due to space availability
- Board Members are invited to the graduations.
- Jason Price and Kris Wyatt will attend Lincoln High School Graduation
- Criste Freymond will attend Phoenix High School Graduation
- Damian Armitage will attend the Twelve Bridges Middle School Graduation
- Brian Haley will attend Glen Edwards Middle School Graduation
- We will have a Board meeting on June 1 and June 15 and will need to have an additional meeting for the LCAP. We are looking at June 22 for the third meeting in June. Per the Board we can have the meeting on June 22, starting at 5:00pm

10. ♦ACTION ♦DISCUSSION ♦INFORMATION**10.1 Information *Page 82 – ANNUAL SCIENCE EXPO– Callahan (20-21 G & O Component I, II, III, IV, V)***

Kerry Callahan introduced Marilou Edwards, Science Teacher from Lincoln High School who shared information regarding this year's Annual Science Expo process and highlights. This year's science expo was done virtually with students setting up the process. They started planning in the summer to figure out how to make it work. Mrs. Edwards introduced the following students, Hunter Janseen, Junior Project Planner, Regina Rojas, Senior Project Manager, Cailyn Wright, Project Planner and Ryan Fukui, Logistics Manager and each student spoke about his/her role in the science fair. Ryan Fukui talked about the website and gave information regarding different areas of the website. The Science Expo can be found on the website in video form as well as past Science Expo year pictures. They also currently have a raffle going on that can be found on the website. Mrs. Edwards thanked the students for all their hard work and dedication to the science expo. Mrs. Edwards stated that she wanted to keep the video format going in the future. She also mentioned that they made 600 goodie bags for the third grade students since they were not able to attend in person this year.

Mr. Price asked Regina how she became project manager and what she learned. Regina stated going into junior year, she had thought about going in to the project planner role and signed up for it and then continued into

her senior year as Project Manager. She learned a lot and got a lot of leadership experience including communication skills especially with doing it virtual this year. She is glad she got to work with such a great team. Mr. Price also stated that the website is huge testament to the amazing job the students did and this is teaching them what it is like to work in the real world.

Mrs. Wyatt asked if raffle tickets could still be purchased. Mrs. Edwards stated that tickets are still available for purchase on the website. Mrs. Wyatt also mentioned a parent who has helped. Mrs. Edwards stated Susan Fukui has helped a lot with the Science expo and the raffle and prizes. She also thanked Mrs. Fukui for all her work and help.

10.2 Action

Page 83 – APPROVE RESOLUTION NO. 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– Kilpatrick (20-21 G & O Component I, II, III, IV, V)

Audrey Kilpatrick stated this resolution authorizes the issuance of a TRANS for the 2021-22 fiscal year and request the Placer County Board of Supervisors for the issue TRANS notes. The draft Preliminary Official Statement, Notices 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. Motion by Mr. Armitage, seconded by Mrs. Freymond and passed by a 4-0 (*Ayes: Armitage, Freymond, Price, Wyatt No: None*) roll call vote to approve Resolution No 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.

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

Action

Gabe Simon stated that these positions are being reduced based on projected enrollments at these sites, which correspond with our staffing allocation. Motion by Mr. Armitage, seconded by Mr. Price and passed by a 4-0 (*Ayes: Freymond, Price, Armitage, Wyatt No: None*) roll call vote to 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.

10.4 Discussion/ **Page 104 – CONSIDER APPROVING JOB DESCRIPTION FOR BILINGUAL INTERVENTION SERVICES PROVIDER– Simon (20-21 G & O Component I, II, III, IV, V)**

Action

Gabe Simon stated as part of 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. Motion by Mr.

Armitage, seconded by Mr. Price and passed by a 4-0 (*Ayes: Armitage, Freymond, Price, Wyatt No: None*) vote to Approve job description for Bilingual Intervention Services Provider.

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

Mike Adell stated that 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. Motion by Mrs. Freymond, seconded by Mr. Armitage and passed by a 4-0 (*Ayes: Price Armitage, Freymond, Wyatt No: None*) roll call vote to 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.

Mrs. Freymond had a question regarding the scoring and choosing process and referred to another company who had a lower price proposal score. Mr. Adell explained experience, qualifications statement, proposal specific plans, and price proposal plan.

10.6 Action

Page 129 – ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman (20-21 G & O Component I, II, III, IV, V)

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

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 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 IX Sexual Harassment Complaint Procedure (New Exhibit)
- BP/AR 4157/4257/4357 – Employee Safety
- AR 4157.1/4257.1/4357.1 – Work-Related Injuries

Maria Gonzalez, Administrative Assistant to the Superintendent advised the Board that we will be changing over to the new GAMUT Policy since after this Board meeting we will only have three outstanding policies from the old system pending. Motion by Mr. Price and seconded by Mr. Armitage and passed by a 4-0 (*Ayes: Armitage, Freymond, Price, Wyatt No: None*) vote to approve the adoption of revised/new exhibits/policies/regulations with the exception of BP1260 which is being pulled for further review

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

Mr. Armitage stated that he got an opportunity to check out a few of the science projects on the website and they looked very professional

Mrs. Freymond wanted to say thank you to Gabe Simon for his hard work and dedication the school district. He will be missed. She also wanted to say that there is an excitement in the air in Lincoln and at the High School with graduation. She was fortunate enough to help with the senior fundraiser this weekend. She helped cook about 58 trip tips and 32 chickens for the meals that were sold to support the seniors. There was great support from the community. She also stated there is a lot going on out at the farm. She and Mrs. Wyatt attended the Ag Foundation meeting and they are planning many things for when the students return.

Mr. Price stated that he attended a broadband for California webinar. There is gaining support to make good on the promise to bring high quality internet to students. They are gaining state support and federal support. California is really in a position because we prop ourselves as being the technological beacon for the country. He stated that 40% of students in are not connected to quality internet. He would like to look at our community and look at the advantages we have gained during COVID. We have proven what can be done, that it is viable, not difficult and will continue to use the innovations that are happening

Mr. Haley absent

Mrs. Wyatt stated that there will be more fundraisers for the seniors. They are currently selling gift cards for Jamba Juice and Dutch Brothers. She asked if anyone of the Board members would like to attend the Placer County Board Presidents Meeting tomorrow in her place. Mr. Armitage stated he could attend. The coalition of the Auburn Lincoln youth has a meeting this week. There is a lot of good information and they would like to get more Lincoln people involved. The

town hall meeting that was a week ago was very informational. It is online for those who would like to view it.

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

There being no further business, the meeting was adjourned at 7:05 p.m.

Kris Wyatt, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

Accommodating Those Individuals with Special Needs:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:
Warrants may be found at
www.wpusd.org

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 4, 2021

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the April 6, 2021 board meeting.

RECOMMENDATION:

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

Checks Dated 04/28/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85789129	04/28/2021	Becker, Jaime M	01-4300		127.39
85789130	04/28/2021	Bodie, Marivic M	01-5200		11.09
85789131	04/28/2021	Eggel, Alla K	01-4300		246.67
85789132	04/28/2021	Pratt, Deborah M	01-4300		100.00
85789133	04/28/2021	Quinn, Lauren M	01-4300		61.11
85789134	04/28/2021	Tribur, Mary P	01-4300		24.58
85789135	04/28/2021	A-Z BUS SALES INC	01-4365		104.54
85789136	04/28/2021	ADD SOME CLASS	01-4300		552.89
85789137	04/28/2021	AIR FILTER SUPPLY INC	01-4300		15,378.05
85789138	04/28/2021	APPROVED SAFE & LOCK	01-4300	117.75	
			01-5600	116.00	233.75
85789139	04/28/2021	AT&T BUSINESS SERVICE	01-5560		277.44
85789140	04/28/2021	B&H PHOTO VIDEO	21-4300	12,836.49	
			21-4400	113,930.58	
			21-6400	57,900.80	184,667.87
85789141	04/28/2021	BANK OF AMERICA #4333	01-4300	6,389.79	
			01-5200	40.00	
			01-5800	1.00	6,430.79
85789142	04/28/2021	BK ADVENTURES INC DANCING DOG INK	01-4300		303.60
85789143	04/28/2021	C & S TELECOMMUNICATIONS INC	01-4300	429.00	
			01-5600	180.00	609.00
85789144	04/28/2021	CAMBIUM LEARNING INC	01-4300		232.04
85789145	04/28/2021	CDW GOVERNMENT INC	01-4300	684.70	
			01-4390	423.29	1,107.99
85789146	04/28/2021	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		20.00
85789147	04/28/2021	DIRECT PRESS 2	01-4300		148.81
85789148	04/28/2021	EPLUS TECHNOLOGY INC	21-4300	3,315.66	
			21-4400	4,695.61	
			21-6400	8,670.02	16,681.29
85789149	04/28/2021	EXCELCHEM ENVIRONMENTAL LAB	01-5800		206.00
85789150	04/28/2021	GOLD COUNTRY TRACTORS, INC.	01-4365		672.39
85789151	04/28/2021	HOLT OF CALIFORNIA	01-4365		449.09
85789152	04/28/2021	HOME DEPOT CREDIT SERVICES	01-4300		1,316.76
85789153	04/28/2021	JOHN LENAKAKIS PLACER COUNTY BACKFLOW	01-5600		125.00
85789154	04/28/2021	LINMOORE FENCING & IRONWORKS	01-5600		26,545.00
85789155	04/28/2021	LOZANO SMITH LLP	01-5810		10,831.36
85789156	04/28/2021	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		7,560.00
85789157	04/28/2021	MIDSTATE BUILDERS SPEC INC	01-4365		277.89
85789158	04/28/2021	MWG MESTMAKER & ASSOCIATES	01-3901		145.70
85789159	04/28/2021	PACIFIC GAS & ELECTRIC CO	01-5510	77,335.44	
			01-5530	15,825.20	93,160.64
85789160	04/28/2021	PATRICIA M STEEN	01-5800		193.20

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

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Checks Dated 04/28/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85789161	04/28/2021	PLACER COUNTY SELPA	01-5200		200.00
85789162	04/28/2021	PLACER CO ENVIRONMENTAL HEALTH	01-5800		1,741.00
85789163	04/28/2021	POWER PROTECTION PLUS	01-5600		360.00
85789164	04/28/2021	PURCHASE POWER	01-4300		4,040.00
85789165	04/28/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		1,403.03
85789166	04/28/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		278.65
85789167	04/28/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		121.51
85789168	04/28/2021	SIERRA BUILDING SYSTEMS INC	01-5600		1,196.25
85789169	04/28/2021	SIERRA OFFICE SUPPLIES &	01-4300		199.80
85789170	04/28/2021	SIG EMPLOYEE BENEFITS TRUST	76-9558		728,483.60
85789171	04/28/2021	UNIFIRST CORPORATION	01-5800		909.89
85789172	04/28/2021	VERIZON WIRELESS	01-5560		1,029.38
85789173	04/28/2021	WALLWISHER INC	01-4300		195.00
85789174	04/28/2021	STAPLES BUSINESS ADVANTAGE	01-4300		25,292.03
85789175	04/28/2021	APPLE INC.	01-4390		230.00
85789176	04/28/2021	BRIGHT START THERAPIES INC	01-5800		2,895.00
85789177	04/28/2021	ERIC ELLIS MD INC LINCOLN URGENT CARE	01-5800		4,680.00
85789178	04/28/2021	GRAINGER	01-4300		546.20
85789179	04/28/2021	SIERRA BUILDING SYSTEMS INC	01-4300	206.73	
			01-5600	69.27	
			01-5800	136.50	412.50
85789180	04/28/2021	SIERRA OFFICE SUPPLIES &	25-4300		230.89
85789181	04/28/2021	AIR CONTROL SERVICES, INC.	13-5600		267.80
85789182	04/28/2021	BAGEL AND BEAN LLC	13-4710		3,240.00
85789183	04/28/2021	DANIELSEN COMPANY	13-4710		4,533.87
85789184	04/28/2021	GENERAL PRODUCE CO LTD	13-4710		1,158.75
85789185	04/28/2021	GOLD STAR FOODS, INC	13-4710		9,492.34
85789186	04/28/2021	Tamales Los Mayas LLC	13-4710		2,805.00
85789187	04/28/2021	WEST COAST PAPER COMPANY	01-4300		3,038.96
85789188	04/28/2021	Sandra Redinger	13-8634		40.50
85789189	04/28/2021	Adams, Shelly E	01-4300		184.19
85789190	04/28/2021	Bartlett, Nicole R	01-4300		35.37
85789191	04/28/2021	Brothers, Annie Z	01-4300		48.72
85789192	04/28/2021	Bryant, Vicki W	01-4300		95.44
85789193	04/28/2021	Duer, Jeffrey M	01-4300		86.07
85789194	04/28/2021	Everts, Melissa M	01-4300		25.00
85789195	04/28/2021	Grever, Victoria A	01-4300		52.62
85789196	04/28/2021	Middleton, William R	01-4300	50.89	
			01-5800	89.00	139.89
85789197	04/28/2021	Moddelmog, Sara N	01-4300		19.14
85789198	04/28/2021	Nohel, Jenna M	01-4300		199.39
85789199	04/28/2021	Noriega, Kristin N	01-4300		42.89

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ESCAPE
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Checks Dated 04/28/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85789200	04/28/2021	Seacrist, Scott L	01-4300		426.60
85789201	04/28/2021	Sisk, Gabrielle L	01-4300		139.41
85789202	04/28/2021	Sordahl, Shannon L	01-4300		67.62
85789203	04/28/2021	Villanueva, Guillermo	01-4300		182.12
85789204	04/28/2021	Ward, Kelly P	01-4300		27.48
85789205	04/28/2021	Ward, Lisa L	01-4300		84.80
85789206	04/28/2021	Yule, Madison A	01-4200		103.17
85789207	04/28/2021	ALL METALS SUPPLY INC	01-4400		4,454.46
85789208	04/28/2021	APPLE INC.	01-4300	448.35	
			01-4400	143.38	591.73
85789209	04/28/2021	B&H PHOTO VIDEO	01-4300		318.53
85789210	04/28/2021	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		10,317.43
85789211	04/28/2021	CA AGRIC TEACHERS ASSN	01-5200		600.00
85789212	04/28/2021	CARROT-TOP INDUSTRIES	01-4300	294.12	
			Unpaid Tax	17.62-	276.50
85789213	04/28/2021	CDW GOVERNMENT INC	01-4300	1,093.61	
			01-4400	4,707.96	5,801.57
85789214	04/28/2021	CITY OF LINCOLN/NON UTILITY	01-5600		225.00
85789215	04/28/2021	COAST TO COAST COMPUTER PRODUCTS	01-4300		199.45
85789216	04/28/2021	CSU CHICO c/o Superior Region CATA	01-5200		125.00
85789217	04/28/2021	DEMCO MEDIA	01-4300		70.91
85789218	04/28/2021	DIRECT PRESS 2	01-4300		293.37
85789219	04/28/2021	DISCOUNT SCHOOL SUPPLY	01-4300		37.15
85789220	04/28/2021	ESPECIAL NEEDS, LLC	01-4300		444.72
85789221	04/28/2021	FLINN SCIENTIFIC INC	01-4300		430.34
85789222	04/28/2021	FLORA FRESH, INC.	01-4300		95.18
85789223	04/28/2021	FLORAL RESOURCES SACRAMENTO	01-4300		546.98
85789224	04/28/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200	802.61	
			01-4300	2,912.16	3,714.77
85789225	04/28/2021	KYOCERA	01-5600		646.90
85789226	04/28/2021	LAKESHORE LEARNING MATERIALS	01-4300		49.87
85789227	04/28/2021	MARENEM INC.	01-4300	76.22	
			Unpaid Tax	4.72-	71.50
85789228	04/28/2021	OFFICE DEPOT	01-4300		444.42
85789229	04/28/2021	ORIENTAL TRADING COMPANY INC	01-4300		90.00
85789230	04/28/2021	PASCO SCIENTIFIC	01-4300	4,227.60	
			01-4400	631.91	4,859.51
85789231	04/28/2021	PERFECTION LEARNING	01-4300		966.05
85789232	04/28/2021	POSITIVE PROMOTIONS	01-4300	289.08	
			Unpaid Tax	18.13-	270.95
85789233	04/28/2021	PREMIER EVENT GRAPHICS	01-4300		3,303.30
85789234	04/28/2021	REALLY GOOD STUFF	01-4300		188.59

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

ESCAPE ~~CONFIDENTIAL~~

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Checks Dated 04/28/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85789235	04/28/2021	SCHOLASTIC BOOKS	01-4300		56.84
85789236	04/28/2021	SCHOOL TECH SUPPLY	01-4300		525.00
85789237	04/28/2021	SIERRA OFFICE SUPPLIES &	01-4300		891.72
85789238	04/28/2021	TEACHER'S DISCOVERY	01-4300	375.76	
			Unpaid Tax	22.66-	353.10
85789239	04/28/2021	WOODWIND & BRASSWIND	01-4300		318.10
Total Number of Checks			111		<u>1,211,362.74</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	100	259,823.96
13	Cafeteria Fund	7	21,538.26
21	Building Fund #1	2	201,349.16
25	Capital Facilities Fund	1	230.89
76	Payroll Fund	1	728,483.60
Total Number of Checks		111	1,211,425.87
Less Unpaid Tax Liability			63.13-
Net (Check Amount)			<u>1,211,362.74</u>

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

ESCAPE CONTINUING
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Checks Dated 04/21/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85787809	04/21/2021	Bahena Pascual, Noemi	76-9554		364.00
85787810	04/21/2021	Burke, Christa A	01-5200		93.69
85787811	04/21/2021	Butler, Tiffany I	01-4300		11.95
85787812	04/21/2021	Hichborn, Amber N	01-5200		100.35
85787813	04/21/2021	Lauritzen, Chareen H	01-4300		25.00
85787814	04/21/2021	Morgan Griffith, Daneita R	01-5200		23.29
85787815	04/21/2021	Nelson, Jamie A	01-4300		29.73
85787816	04/21/2021	Stolesen, Afton M	01-4300		59.12
85787817	04/21/2021	Tzikas, Kimberly C	01-5200		79.75
85787818	04/21/2021	AIR FILTER SUPPLY INC	01-4300		2,711.60
85787819	04/21/2021	APPROVED SAFE & LOCK	01-4300	178.90	
			01-5600	64.50	243.40
85787820	04/21/2021	AT&T BUSINESS SERVICE	01-5560		45.17
85787821	04/21/2021	B&H PHOTO VIDEO	21-4300	1,495.12	
			21-4400	13,270.01	
			21-6400	6,743.98	21,509.11
85787822	04/21/2021	C & S TELECOMMUNICATIONS INC	01-5600		180.00
85787823	04/21/2021	CDW GOVERNMENT INC	01-4300	757.86	
			01-4400	24,975.10	
			01-5800	5,593.21	31,326.17
85787824	04/21/2021	CITRUS HEIGHTS SAW & MOWER	01-4365	.16	
			01-5600	209.39	209.55
85787825	04/21/2021	CITY OF LINCOLN	01-5540	4,522.60	
			01-5550	4,345.56	
			01-5570	9,135.88	18,004.04
85787826	04/21/2021	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		20.00
85787827	04/21/2021	CITY OF LINCOLN / PG&E REIMB	01-5510		2,357.32
85787828	04/21/2021	DEPT. OF INDUSTRIAL RELATIONS	01-5800		475.00
85787829	04/21/2021	ERIC ELLIS MD INC LINCOLN URGENT CARE	01-5800		27,600.00
85787830	04/21/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-5800		3,521.42
85787831	04/21/2021	FORSTER HEATING	01-5600		160.00
85787832	04/21/2021	GRAINGER	01-4300		143.30
85787833	04/21/2021	HILLYARD / SACRAMENTO	01-4300		1,321.64
85787834	04/21/2021	HMC GROUP	21-6210		48,875.00
85787835	04/21/2021	INTERVIEWSTREAM, INC	01-5800		7,875.00
85787836	04/21/2021	KINGSLEY BOGARD THOMPSON LLP	01-5810		1,809.90
85787837	04/21/2021	LOWE'S	01-4300		2,122.44
85787838	04/21/2021	MEDICAB	01-5800		4,860.50
85787839	04/21/2021	MESA ENERGY SYSTEMS, INC dba EMCOR SERVICES MESA ANERGY	01-5800		4,982.00
85787840	04/21/2021	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		45.00

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

ESCAPE (EKEATONAP)
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Checks Dated 04/21/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85787841	04/21/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		121.51
85787842	04/21/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		509.44
85787843	04/21/2021	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		350.84
85787844	04/21/2021	SNACK NATION AWESOME OFFICE INC	01-4300		301.00
85787845	04/21/2021	SPECIALIZED EDUC OF CA, INC.	01-5800		18,675.00
85787846	04/21/2021	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4200	1,069.76	
			01-4300	4,446.30	
			01-5200	2,833.92	
			01-5800	353.00	
			13-4300	77.81	
			13-5300	79.00	
			21-4300	1.33-	
			25-5200	183.19	9,041.65
85787847	04/21/2021	UNIFIRST CORPORATION	01-5800		199.50
85787848	04/21/2021	WAVE	01-5560		91.42
85787849	04/21/2021	WAXIE'S SANITARY SUPPLY	01-4300		10.57
85787850	04/21/2021	Blank, Angela F	01-4300		93.26
85787851	04/21/2021	Boynton, Todd A	01-4300		89.94
85787852	04/21/2021	Dickson, Megan L	01-4300		95.01
85787853	04/21/2021	Eggel, Alla K	01-4300		181.00
85787854	04/21/2021	Hladun, Jennifer C	01-5200		99.00
85787855	04/21/2021	Hoppe, Nancy M	01-4300		199.99
85787856	04/21/2021	James, Brenda K	01-4300		100.00
85787857	04/21/2021	Mars, Monica L	01-4300		114.00
85787858	04/21/2021	Maul, Michael G	01-4300		23.58
85787859	04/21/2021	Nelson, Jennifer D	01-4300		91.80
85787860	04/21/2021	Noonan, Jason R	01-4300		38.80
85787861	04/21/2021	Perry, Julie F	01-4300		436.06
85787862	04/21/2021	Quinn, Lauren M	01-4300		110.60
85787863	04/21/2021	Scarbrough, Angela C	01-4300		138.80
85787864	04/21/2021	Shelton, Laurretta L	01-4300		257.56
85787865	04/21/2021	Stelma, Patrick H	01-4300		137.99
85787866	04/21/2021	Wardlaw, Christopher S	01-4300		835.38
85787867	04/21/2021	Warren, Donna J	01-5200		25.00
85787868	04/21/2021	White, Anastasia	01-4300		75.92
85787869	04/21/2021	B&H PHOTO VIDEO	01-4300		324.25
85787870	04/21/2021	BLICK ART MATERIALS	01-4300		177.50
85787871	04/21/2021	BORDERLAN SECURITY	01-4300		63.00
85787872	04/21/2021	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		2,880.44
85787873	04/21/2021	CDW GOVERNMENT INC	01-4300		5,335.86
85787874	04/21/2021	DELTA WIRELESS	01-5800		402.50

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

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Checks Dated 04/21/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85787875	04/21/2021	EDUCATIONAL INNOVATIONS INC	01-4300		538.42
85787876	04/21/2021	ELAINE NICOLLE KRIEG	01-5800		607.98
85787877	04/21/2021	FLINN SCIENTIFIC INC	01-4300		1,137.31
85787878	04/21/2021	FLORA FRESH, INC.	01-4300		659.32
85787879	04/21/2021	FLORAL RESOURCES SACRAMENTO	01-4300		960.43
85787880	04/21/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		2,162.66
85787881	04/21/2021	GIANACLIS CALDWELL	01-4300		300.00
85787882	04/21/2021	GOPHER SPORT	01-4300		1,623.03
85787883	04/21/2021	IT'S ELEMENTARY	01-4300		894.15
85787884	04/21/2021	KIMOCCHIS PLUSHY FEELY CORP.	01-4200	356.18	
			01-4400	1,099.93	1,456.11
85787885	04/21/2021	KYOCERA	01-5600		97.26
85787886	04/21/2021	MARLEEN NOBELL DBA: MAR/CAL	01-4300		122.44
85787887	04/21/2021	MJB WELDING SUPPLY, INC.	01-4300		248.62
85787888	04/21/2021	MOVING MINDS	01-4300		658.78
85787889	04/21/2021	PITNEY BOWES INC	01-4300		273.46
85787890	04/21/2021	PLACER FARM SUPPLY	01-4300		226.31
85787891	04/21/2021	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85787892	04/21/2021	SCHOLASTIC BOOK CLUBS	01-4300		113.69
85787893	04/21/2021	SCHOOL SPECIALTY	01-4300		167.29
85787894	04/21/2021	SIERRA HAY & FEED	01-4300		1,325.58
85787895	04/21/2021	STRATA LEADERSHIP LLC	01-5800		119.99
85787896	04/21/2021	TEACHER SYNERGY, LLC	01-4300		273.84
85787897	04/21/2021	TOLEDO P.E. SUPPLY	01-4300		399.33
85787898	04/21/2021	VIKING SHRED LLC	01-5600		47.99
85787899	04/21/2021	WALKER'S OFFICE SUPPLIES	01-4300		274.71
85787900	04/21/2021	WEST MUSIC	01-4300	369.79	
			Unpaid Tax	25.00-	344.79
85787901	04/21/2021	BLACKBURN CONSULTING	21-6140		10,966.50
85787902	04/21/2021	ECORP CONSULTING INC	21-6140		2,202.50
85787903	04/21/2021	FERGUSON ENTERPRISES #686-DBA FERGUSON FACILITIES SUPPLY	01-4300	105.10	
			01-4400	2,691.77	2,796.87
85787904	04/21/2021	SHARP ARCHITECTURE, INC.	21-5800		14,400.00
85787905	04/21/2021	WAXIE'S SANITARY SUPPLY	21-4300		602.87
85787906	04/21/2021	DANIELSEN COMPANY	13-4710		4,684.15
85787907	04/21/2021	GENERAL PRODUCE CO LTD	13-4710		429.00
85787908	04/21/2021	GOLD STAR FOODS, INC	13-4710		5,067.49
85787909	04/21/2021	WEST COAST PAPER COMPANY	01-4300		683.61
85787910	04/21/2021	Alice Stavarek	13-8634		16.85
85787911	04/21/2021	Dario Lucchetti	13-8634		23.40
85787912	04/21/2021	Jeanie Duncan	13-8634		126.75
85787913	04/21/2021	Jina Gloor	13-8634		10.85

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

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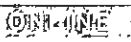
Checks Dated 04/21/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85787914	04/21/2021	Jose Rodriguez	13-8634		17.80
85787915	04/21/2021	Maria Cristina Gonzalez	13-8634		7.10
85787916	04/21/2021	Rebecca Robles	13-8634		3.50
85787917	04/21/2021	Susie Padilla	13-8634		20.50
85787918	04/21/2021	Victor Quiroz	13-8634		20.40
85787919	04/21/2021	Victoria Mercer	13-8634		25.75
85787920	04/21/2021	Wendy Cottingham Husa	13-8634		11.50
Total Number of Checks			112		<u><u>280,098.49</u></u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	91	170,399.80
13	Cafeteria Fund	15	10,621.85
21	Building Fund #1	7	98,554.65
25	Capital Facilities Fund	1	183.19
76	Payroll Fund	1	364.00
Total Number of Checks		112	280,123.49
Less Unpaid Tax Liability			25.00-
Net (Check Amount)			<u><u>280,098.49</u></u>

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Checks Dated 04/14/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85786803	04/14/2021	AIR CONTROL SERVICES, INC.	13-5600		312.50
85786804	04/14/2021	BAGEL AND BEAN LLC	13-4710		1,200.00
85786805	04/14/2021	CALIF DEPT OF TAX & FEE ADMIN	01-4300		65.00
85786806	04/14/2021	DANIELSEN COMPANY	13-4710		1,875.24
85786807	04/14/2021	GENERAL PRODUCE CO LTD	13-4710		604.00
85786808	04/14/2021	GOLD STAR FOODS, INC	13-4710		26,207.27
85786809	04/14/2021	SCHOOL SPECIALTY	01-4300		1,732.59
85786810	04/14/2021	WEST COAST PAPER COMPANY	01-4300	1,713.22	
			13-4380	124.62	1,837.84
85786811	04/14/2021	Randy Renfro	13-8634		28.25
85786812	04/14/2021	Yvonne Nguyen	13-8634		188.50
85786813	04/14/2021	Berg, Sandra R	01-4300		307.78
85786814	04/14/2021	Brothers, Annie Z	01-4300		57.12
85786815	04/14/2021	Cygan, Cindy	01-4300		168.00
85786816	04/14/2021	Fiorica, Karyn L	01-4300		25.00
85786817	04/14/2021	Gonzalez, Lindsay J	01-4300		23.58
85786818	04/14/2021	Hodge, Christine A	01-4300		100.00
85786819	04/14/2021	Larsen, Ann P	01-4300		75.21
85786820	04/14/2021	Mason, Sara A	01-4300		124.90
85786821	04/14/2021	Moore, Amanda N	01-4300		43.95
85786822	04/14/2021	Peterson, Maha K	01-4300		21.55
85786823	04/14/2021	Salinger, Adam P	01-4300		309.77
85786824	04/14/2021	Saul, Jada L	01-4300		51.83
85786825	04/14/2021	Wasley, Leslie L	01-4300		91.13
85786826	04/14/2021	Wright, Jennifer A	01-4300		611.40
85786827	04/14/2021	APPLE INC.	01-4300	9.00	
			01-4400	2,234.36	2,243.36
85786828	04/14/2021	AVID CENTER	01-5200		850.00
85786829	04/14/2021	B&H PHOTO VIDEO	01-4300	288.20	
			01-4400	503.46	791.66
85786830	04/14/2021	BURKETT'S OFFICE	01-4300		5,108.30
85786831	04/14/2021	CDW GOVERNMENT INC	01-4300		265.42
85786832	04/14/2021	COAST TO COAST COMPUTER PRODUCTS	01-4300		113.66
85786833	04/14/2021	DEMCO MEDIA	01-4300		307.67
85786834	04/14/2021	DICK BLICK	01-4300		837.12
85786835	04/14/2021	DIRECT PRESS 2	01-4300		181.55
85786836	04/14/2021	FISHER SCIENTIFIC	01-4300		45.54
85786837	04/14/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		561.19
85786838	04/14/2021	FUTURE FARMERS OF AMERICA CALIFORNIA ASSOCIATION	01-4300		4,580.00
85786839	04/14/2021	GBC TECHNICAL SERVICE & ACCO BRANDS USA LLC	01-4300		1,524.56
85786840	04/14/2021	GOPHER SPORT	01-4300		2,064.95
85786841	04/14/2021	IDVILLE INC	01-4300		2,400.02
85786842	04/14/2021	JONES SCHOOL SUPPLY CO INC	01-4300		684.73

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Checks Dated 04/14/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85786843	04/14/2021	KYOCERA	01-4300		159.85
85786844	04/14/2021	LEARNING RESOURCES INC	01-4300		42.89
85786845	04/14/2021	LOWE'S	01-4300		
			01-4400		1,908.52
85786846	04/14/2021	MJB WELDING SUPPLY, INC.	01-4300		316.29
85786847	04/14/2021	NASCO MODESTO	01-4300		565.21
85786848	04/14/2021	OFFICE DEPOT	01-4300		974.26
85786849	04/14/2021	ORIENTAL TRADING COMPANY INC	01-4300		461.97
85786850	04/14/2021	PLACER FARM SUPPLY	01-4300		44.63
85786851	04/14/2021	RAY MORGAN CO. / CHICO	01-5600		420.68
85786852	04/14/2021	RIEBES AUTO PARTS	01-4300		205.59
85786853	04/14/2021	ROCHESTER 100 INC	01-4300		126.00
85786854	04/14/2021	SCHOLASTIC INCORPORATED	01-4300		194.90
85786855	04/14/2021	SCHOOL SPECIALTY INC	01-4300		319.03
85786856	04/14/2021	TEACHER SYNERGY, LLC	01-4300		30.24
85786857	04/14/2021	WEST MUSIC	01-4300	18.87	
			01-4400	721.65	
			Unpaid Tax	50.07-	690.45
85786858	04/14/2021	Curry, Megan	01-4300		289.58
85786859	04/14/2021	Dixon, Shane W	01-4300		100.00
85786860	04/14/2021	Morgan Griffith, Daneita R	01-5200		26.20
85786861	04/14/2021	Navarrete, Maria W	01-5200		17.47
85786862	04/14/2021	ADVANCED INTEGRATED PEST PEST MNGMT	01-5800		1,482.00
85786863	04/14/2021	APLPD HOLDCO, INC & SUBSIDIARY	01-5600		673.47
85786864	04/14/2021	ASSETGENIE INC DBA AGPARTS EDUCATION	01-4300		799.00
85786865	04/14/2021	AT&T	01-5560		3,334.35
85786866	04/14/2021	AT&T BUSINESS SERVICE	01-5560		392.85
85786867	04/14/2021	B & B LOCATING, INC.	21-6150		19,600.00
85786868	04/14/2021	BARE BONES WORKWEAR	01-4300		33.16
85786869	04/14/2021	CAPITOL CLUTCH AND BRAKE INC	01-4365		412.91
85786870	04/14/2021	CAPITOL PUBLIC FINANCE GROUP	25-5800		2,861.44
85786871	04/14/2021	CDW GOVERNMENT INC	01-4300	2,581.20	
			01-4400	8,022.30	
			01-5800	1,398.00	
			21-4400	6,894.31	18,895.81
85786872	04/14/2021	CITY OF LINCOLN / RECREATION	01-5800		2,250.00
85786873	04/14/2021	DAWSON OIL COMPANY	01-4345	11,961.55	
			01-4350	8,770.56	20,732.11
85786874	04/14/2021	DEPT. OF INDUSTRIAL RELATIONS	01-5800		500.00
85786875	04/14/2021	ENTERPRISE RENT A CAR	01-5200		114.41
85786876	04/14/2021	FLINT BUILDERS, INC.	21-6200		3,185,185.00
85786877	04/14/2021	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		376.25
85786878	04/14/2021	GRAINGER	21-4300	711.07	
			21-4400	2,236.49	2,947.56

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Checks Dated 04/14/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85786879	04/14/2021	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		324.66
85786880	04/14/2021	HILLYARD / SACRAMENTO	01-4300		670.70
85786881	04/14/2021	HOLT OF CALIFORNIA	01-4365		332.98
85786882	04/14/2021	JABBERGYM INC.	01-5800		5,320.00
85786883	04/14/2021	JAMIE PUCCETTI ESCOBAR	01-5800		393.12
85786884	04/14/2021	JOHN LENAKAKIS PLACER COUNTY BACKFLOW	01-5600		125.00
85786885	04/14/2021	KYOCERA	01-4300	33.72	
			01-5600	11.24	44.96
85786886	04/14/2021	LEARNING SOLUTIONS INC	01-5800		3,553.00
85786887	04/14/2021	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		7,020.00
85786888	04/14/2021	MEDICAB	01-5800		3,716.00
85786889	04/14/2021	MEDICAL BILLING TECHNOLOGIES	01-5800		200.00
85786890	04/14/2021	MESA ENERGY SYSTEMS, INC dba EMCOR SERVICES MESA ANERGY	01-4365	262.76	
			01-5800	514.00	776.76
85786891	04/14/2021	NANCY ALEXANDER-STORM	01-5800		2,500.00
85786892	04/14/2021	NAVIA BENEFIT SOLUTIONS	01-5800		107.35
85786893	04/14/2021	ODYSSEY LEARNING CENTER, INC.	01-5800		14,386.80
85786894	04/14/2021	One Workplace L. Ferrari, LLC	01-4300	1,939.49	
			01-4400	667.02	2,606.51
85786895	04/14/2021	PACIFIC GAS & ELECTRIC CO	01-5510	1,292.38	
			01-5530	1,386.00	2,678.38
85786896	04/14/2021	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4100		459.40
85786897	04/14/2021	PLACER COUNTY PUBLIC WORKS	01-5550	3,340.50	
			01-5570	2,380.27	5,720.77
85786898	04/14/2021	PLACER LEARNING CENTER	01-5800		35,710.00
85786899	04/14/2021	POWER PROTECTION PLUS	01-5800		360.00
85786900	04/14/2021	RAY MORGAN CO. / CHICO	01-5600		54.56
85786901	04/14/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	464.96	
			01-5600	517.10	982.06
85786902	04/14/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		22.20
85786903	04/14/2021	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		485.00
85786904	04/14/2021	RIEBES AUTO PARTS	01-4365		1,714.74
85786905	04/14/2021	SANDRA ANN STEURER	01-5800		2,320.00
85786906	04/14/2021	SCHOOL FACILITY CONSULTANTS	25-5800		322.50
85786907	04/14/2021	SCHOOL NURSE SUPPLY INC.	01-4400		954.53
85786908	04/14/2021	SCHOOL SPECIALTY INC	01-4300		97.70
85786909	04/14/2021	SERVICENTER RADIATOR WORKS	01-4400		697.13
85786910	04/14/2021	SIERRA BUILDING SYSTEMS INC	01-5600		412.50
85786911	04/14/2021	SIERRA FOOTHILLS ACADEMY	01-5800		43,259.39
85786912	04/14/2021	SIERRA OFFICE SUPPLIES &	01-4300		47.90

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

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Checks Dated 04/14/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85786913	04/14/2021	SNACK NATION AWESOME OFFICE INC	01-4300		2,679.00
85786914	04/14/2021	STATE OF CALIFORNIA - DOJ	01-5821		245.00
85786915	04/14/2021	TAG / AMS INC	01-5800		505.00
85786916	04/14/2021	UNIFIRST CORPORATION	01-5800		1,094.80
85786917	04/14/2021	US BANK CORP TRUST SERVICE	49-5800		1,815.00
85786918	04/14/2021	VALLEY POWER SYSTEM INC	01-5600		3,047.47
85786919	04/14/2021	WAVE	01-5560	1,584.91	
			01-5903	3,569.25	5,154.16
85786920	04/14/2021	WAXIE'S SANITARY SUPPLY	21-4300		108.30
85786921	04/14/2021	WELLNESS TOGETHER	01-5800		18,362.34
85786922	04/14/2021	WESTERN PLACER WASTE MGT AUTH ACCOUNTING DIVISION WPWMA	01-5540		62.58
85786923	04/14/2021	WESTERN PSYCHOLOGICAL SERVICES	01-4300		477.80
85786924	04/14/2021	STAPLES BUSINESS ADVANTAGE	01-4300	12,896.45	
			01-4400	2,284.99	
			13-4300	93.15	15,274.59
Total Number of Checks			122		<u><u>3,513,308.86</u></u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	108	262,991.29
13	Cafeteria Fund	9	30,633.53
21	Building Fund #1	5	3,214,735.17
25	Capital Facilities Fund	2	3,183.94
49	Mello Roos Capital Projects	1	1,815.00
Total Number of Checks		122	3,513,358.93
Less Unpaid Tax Liability			50.07-
Net (Check Amount)			<u><u>3,513,308.86</u></u>

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

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Checks Dated 04/02/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85785621	04/02/2021	Anderson, Carol A	01-4300		79.87
85785622	04/02/2021	Butler, Tiffany I	01-4300		23.58
85785623	04/02/2021	Cubias, Reynaldo A	01-4300		32.18
85785624	04/02/2021	Dickson, Megan L	01-4300		25.00
85785625	04/02/2021	Edwards, Marilou B	01-4300		100.00
85785626	04/02/2021	Fiorica, Taylor C	01-4300		25.00
85785627	04/02/2021	Ford, Gina M	01-4300	285.51	
			01-5300	105.00	390.51
85785628	04/02/2021	Hill, Kate M	01-4300		215.60
85785629	04/02/2021	Justice, William H	01-4300		106.84
85785630	04/02/2021	Kight, Jo Ann	01-4300		220.30
85785631	04/02/2021	Mason, Sara A	01-4300		95.51
85785632	04/02/2021	Merwin, Emily J	01-4300		100.00
85785633	04/02/2021	Mikkelsen, Katelyn R	01-4300		75.50
85785634	04/02/2021	Pierce II, Robert L	01-4300		55.10
85785635	04/02/2021	Seacrist, Scott L	01-5800		99.00
85785636	04/02/2021	Villanueva, Jennifer E	01-4300		48.44
85785637	04/02/2021	Wright, Jennifer A	01-4300		611.40
85785638	04/02/2021	Zimmerman, Mikaela K	01-5300		129.00
85785639	04/02/2021	ASHI ACQUISITION CO AMERICAN SAFETY & HEALTH INST	01-5200		80.44
85785640	04/02/2021	B&H PHOTO VIDEO	01-4300		831.47
85785641	04/02/2021	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		3,454.19
85785642	04/02/2021	CAROLINA BIOLOGICAL SUPPLY	01-4300		279.99
85785643	04/02/2021	DEMCO MEDIA	01-4200		55.53
85785644	04/02/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		202.70
85785645	04/02/2021	HEINEMANN	01-5200		1,500.00
85785646	04/02/2021	KYOCERA	01-4300		4.00
85785647	04/02/2021	LAKESHORE LEARNING MATERIALS	01-4300		527.60
85785648	04/02/2021	MJB WELDING SUPPLY, INC.	01-4300		143.61
85785649	04/02/2021	NASCO MODESTO	01-4300		437.58
85785650	04/02/2021	OFFICE DEPOT	01-4300		64.63
85785651	04/02/2021	PASCO SCIENTIFIC	01-4400		4,170.96
85785652	04/02/2021	PLACER FARM SUPPLY	01-4300		138.98
85785653	04/02/2021	SCHOOL SPECIALTY INC	01-4300		669.63
85785654	04/02/2021	SIERRA OFFICE SUPPLIES &	01-4300		120.12
85785655	04/02/2021	SUPER DUPER SCHOOL COMPANY	01-4300		168.31
85785656	04/02/2021	THE LIBRARY STORE INC.	01-4300		121.34
85785657	04/02/2021	WEST MUSIC	01-4300	1,990.42	
			01-4400	2,859.62	
			Unpaid Tax	308.00-	4,542.04
85785658	04/02/2021	WINSOR LEARNING, INC.	01-4300		3,227.15
85785659	04/02/2021	GOLD STAR FOODS, INC	13-4710		3,913.57
85785660	04/02/2021	Tamales Los Mayas LLC	13-4710		828.75
85785661	04/02/2021	Bodie, Marivic M	01-5200		11.15

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

ESCAPE ONLINE

Page 1 of 3

Checks Dated 04/02/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85785662	04/02/2021	Egget, Alla K	01-4400	753.17	
			01-5200	64.96	818.13
85785663	04/02/2021	Gale, Audrey E	01-4300		100.00
85785664	04/02/2021	Gordon, Kelley D	01-5200		90.16
85785665	04/02/2021	Karuzas, Susannah L	01-4300		87.11
85785666	04/02/2021	Pellow, Bonnie L	01-5200		16.80
85785667	04/02/2021	AT&T BUSINESS SERVICE	01-5560		141.39
85785668	04/02/2021	BOTTLED WATER SUPPLY CO INC COOLER ZONE	01-4300		49.00
85785669	04/02/2021	C.A.S.H COALITION FOR ADEQUATE SCHOOL HOUSING	25-5200		2,312.00
85785670	04/02/2021	CAPITOL ADVISORS GROUP LLC	01-5800		1,625.00
85785671	04/02/2021	CAPITOL PUBLIC FINANCE GROUP	25-5800		2,730.00
85785672	04/02/2021	CDW GOVERNMENT INC	01-4300		258.60
85785673	04/02/2021	CITRUS HEIGHTS SAW & MOWER	01-4365	378.28	
			01-5600	628.06	1,006.34
85785674	04/02/2021	EPLUS TECHNOLOGY INC	21-4300	2,365.31	
			21-4400	3,349.72	
			21-6400	6,184.97	11,900.00
85785675	04/02/2021	EQUAL OPPORTUNITY SCHOOLS	01-5800		12,200.00
85785676	04/02/2021	ERIC ELLIS MD INC LINCOLN URGENT CARE	01-5800		13,620.00
85785677	04/02/2021	GCR TIRES & SERVICE	01-4360		918.73
85785678	04/02/2021	GRAINGER	01-4300	100.82	
			21-4300	359.68	
			21-4400	1,131.31	1,591.81
85785679	04/02/2021	HOLT OF CALIFORNIA	01-4365		578.43
85785680	04/02/2021	KYOCERA	01-5600		8.61
85785681	04/02/2021	MAGDALENA STEPIEN	01-5800		2,440.00
85785682	04/02/2021	MCGRATH RENTCORP	01-4400		8,278.50
85785683	04/02/2021	PACIFIC GAS & ELECTRIC CO	01-5510	29,692.06	
			01-5530	11,368.04	41,060.10
85785684	04/02/2021	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		907.20
85785685	04/02/2021	PRO-ED	01-4300		298.99
85785686	04/02/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		139.04
85785687	04/02/2021	SIERRA BUILDING SYSTEMS INC	01-5600		2,527.50
85785688	04/02/2021	SIERRA OFFICE SUPPLIES &	01-4300		393.47
85785689	04/02/2021	SIERRA PACIFIC TURF SUPPLY INC	01-4300		193.05
85785690	04/02/2021	SUPER DUPER SCHOOL COMPANY	01-4300		474.05
85785691	04/02/2021	T-MOBILE USA INC	01-5903		3,065.55
85785692	04/02/2021	UNIFIRST CORPORATION	01-5800		488.65
85785693	04/02/2021	WALLWISHER, INC DBA PADLET	01-4300		96.00
85785694	04/02/2021	WAXIE'S SANITARY SUPPLY	01-4300		1,443.07
85785695	04/02/2021	WESTERN PSYCHOLOGICAL SERVICES	01-4300		200.56

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

ESCAPE 

Page 2 of 3

Checks Dated 04/02/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85785696	04/02/2021	WINSOR LEARNING, INC.	01-5800		1,650.00
Total Number of Checks			76		<u>141,634.41</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	71	118,767.10
13	Cafeteria Fund	2	4,742.32
21	Building Fund #1	2	13,390.99
25	Capital Facilities Fund	2	5,042.00
Total Number of Checks		76	141,942.41
Less Unpaid Tax Liability			308.00-
Net (Check Amount)			<u>141,634.41</u>

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

ESCAPE 4/2/2021 10:40 AM
Page 3 of 3

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Ratification of Contract with Starstruck Showcase -
Lincoln Crossing Elementary School Enrichment Program

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business
Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Site Co-Curricular

MEETING DATE:

May 04, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Starstruck Showcase for an enrichment program at Lincoln Crossing Elementary School from January 17th, 2022 to February 24, 2022. The fee for services is \$3,700 and will be funded with site co-curricular funds.

RECOMMENDATION:

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



Hello Lincoln Crossing 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. 17th (Wed. Jan. 19th and Fri. Jan. 21st)
Week of Jan. 24th (Wed. Jan. 26th and Fri. Jan. 28th)
Week of Jan. 31st (Wed. Feb. 2nd and Fri. Feb. 4th)
Week of Feb. 7th (Wed. Feb. 9th and Fri. Feb. 11th)
Week of Feb. 14th (Wed. Feb. 16th and Thurs. Feb. 17th)
Week of Feb. 21st - Show Week (Wed. Feb. 23rd and Thurs. Feb. 24th)

Notes:

We will be coming on Thurs. Feb. 17th instead of Fri. Feb. 18th because there is no school on Fri.

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



Starstruck Showcase



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

<u>Lincoln Crossing Elementary</u>	<u>/434-5292</u>
Name of School	Phone #
<u>635 Groveland Ln.</u>	
Address	
<u>Lincoln, Ca. 95648</u>	
City, State, Zip Code	

2. Start Date: Jan. 19th, 2022

3. End Date: Feb. 24th, 2022

4. Teaching Days: Wed. and Fri. (One Thurs.)

5. Show Dates: Wed. Feb. 23rd and Thurs. Feb. 24th, 2022

6. Number of Students expected to participate: _____

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? _____

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.

<u>Carrie Pereira</u>	<u>3/23/2021</u>	<u>Carrie Paulson</u>	<u>4/27/21</u>
Carrie L. Pereira	Date	School Representative	Date

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Agreement between Sierra Building Systems, Inc.
and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent, Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Maintenance and Operations

FINANCIAL INPUT/SOURCE:

Routine Repair & Maintenance

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The district has contracted with Sierra Building Systems, Inc. to replace the existing failed Silent Knight 5820XL control panel and 5895 power supply with new equipment at Carlin Coppin Elementary School. The services will include installation of a new panel. The total cost for these services will be \$4,350.00 and paid with Routine Repair & Maintenance funds.

RECOMMENDATION:

Administration recommends that the Board ratify the agreement between Sierra Building Systems, Inc. and Western Placer Unified School District.



PROPOSAL

April 20, 2021

To: **Tom Butcher or Leslie Jodrey– WPUSD**

RE: **Carlin Coppin fire alarm control panel and power supply replacement.**

Sierra Building Systems proposes to provide all labor and listed material to install, terminate and place into good operational service the following scope of work.

INCLUDES:

Replace the existing failed Silent Knight 5820XL control panel and 5895 power supply with new.

Item #1: Install new DITEK surge protector.

Item #2: Replace existing silent Knight 5820XL fire control panel with new.

Item #3: Replace Silent Knight 5895 power supply.

Item #4: Program, test 10% of existing devices, and verify proper operation.

Credit Card Payments are subject to 3.5% processing fee.

EXCLUDES:

- Work outside of the above inclusions.
- Work done at premium time (Normal Business Hours M-F 7AM-4PM)
- Fire Watch
- Ariel Man Lift
- Shop Drawings
- Permit fees

All material is guaranteed to be as specified and completed in a professional workmanlike manner **\$4,350.00** with payments to be paid on receipt of invoice. Above price is based upon the above listed scope of work.

Insurance and Bonds

Sierra Building Systems Coverage includes the following:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSURANCE TYPE	TYPE OF INSURANCE	AUTO/UBR/BIAD/WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PPKL766437	12/14/2017	12/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACPBA3036414869	4/20/2017	4/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE CED RETENTIONS		PDB615095	12/14/2017	12/14/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe limit:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A	57NECD39575	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Errors & Omissions		PPKL766437	12/14/2017	12/14/2018	\$1,000,000 LIMIT \$1,000,000	

If the contract requires limits higher than noted above and the information is not provided at bid time there will be additional cost associated with the increase of coverage.

Terms and Conditions

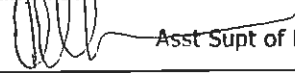
Sierra Building Systems offers and agrees to furnish all labor and materials to be completed in a professional workmanlike manner to install the equipment or provide services as described above in accordance with the scope of work. Any alterations or deviations from the written scope of work or any request to provide or perform additional materials or labor not outlined above involving extra costs will be executed only upon written change orders and will become an extra charge over and above the listed price above. All invoices not paid in full by the agreed date will be subject charges in the amount of 2% per month of the total due, and if necessary responsible for all attorney(s) fees for collection. This proposal may be withdrawn by us if not accepted within (15) days of receipt.

Sierra Building Systems shall be provided with owner name, lending company and bonding companies name for this project to include all pre-lien information. Alarm system monitoring may be provided under a separate additional contract. Any losses, theft or damages to equipment or materials installed by Sierra Building Systems, Inc. or secured on the project site shall be covered by the General Contractors or Owners Builders Risk Insurance. Sierra Building System will not be held liable for any such losses or damages to said equipment or material theft or damages. Any changes or additions required by the AHJ will be an addition to this proposal price. This scope and our terms and conditions will become an integral part of the contract. By issuing a subcontract, purchase order or written authorization to proceed you have agreed to this scope of work, price and terms and conditions as stated within this document and it will become an integral part of the contract. If no contract or purchase order is to be provided this document must be returned with an authorized agent of the owner's signature.

Should you have any questions please feel free to call me.

Preston Rhea
 Account manager/Service sales lead
 Sierra Building Systems, Inc.

Acceptance of Proposal - The above prices, specifications and/or scope of work, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as listed above.


 Asst Supt of Business Svs and Operations

 Authorized Signature Title

 Date of Acceptance

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

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

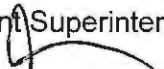
SUBJECT:

Agreement between Learning For Living, Inc.
and Western Placer Unified School District -
Twelve Bridges High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick, Assistant Superintendent of
Business and Operations 

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Site Supplemental Funds

MEETING DATE:

May 04, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The district has contracted with Learning For Living, Inc. to present "Creating a Community of CARE" at Twelve Bridges High School.

The service will include presentation of two assemblies. The total cost for these services will be \$3,300.00 and paid with Site Supplemental Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Learning For Living, Inc. and Western Placer Unified School District – Twelve Bridges High School.

AGREEMENT FOR THE SERVICES OF LEARNING FOR LIVING, INC.

SPONSOR: Twelve Bridges High School
CONTACT: Michael Maul
WORK PHONE: (916) 409-2631
EMAIL: mmaul@wpusd.org
CELL PHONE: (916) 849-5060

ADDRESS: 2360 Fieldstone Dr
CITY, ST, ZIP: Lincoln, CA 95648
ALT CONTACT: Nora Davis
ALT EMAIL: ndavis@wpusd.org
ALT CELL PHONE: (916) 899-5324

PRESENTATION INFORMATION

SPEAKER: Rochelle Whellams
DATE(S): Thursday, August 19, 2021
PROGRAM NAME: *Creating a Community of CARE*
PROGRAM LENGTH: 1 Hr. Approx.
ARRIVAL TIME: TBD
AUDIENCE: All School
COMPLETION TIME: TBD

DETAILS: Rochelle will present an all school assembly or two to kick-off the school year.

FINANCIAL AGREEMENT

*Speaker's fee is **\$3,000.00**. A deposit of \$1,000.00 is due at time of booking and remaining balance of \$2,000.00 due on day of presentation. Checks are to be payable to Learning for Living, Inc. An invoice is included with this contract. All fees in US funds only. Learning for Living, Inc. Federal ID #20-1038575


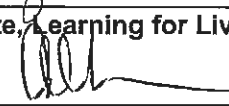
*A deposit and a Purchase Order are requested to hold this date. If final payment cannot be made on the day of the presentation, speaker's fee will be \$3,300.00.

*Speaker's fee is all-inclusive, including all fees and expenses.

*In the event of cancellation, four-weeks notice will be needed. If this is not possible, there will be a 50% cancellation fee of speaker's honorarium. If, through events beyond the control of the speaker, the speaker is unable to appear, Learning for Living Inc. will arrange to send a suitable and qualified replacement, reschedule the engagement or refund the deposit.

*Please provide a wireless microphone with quality sound system. Presenter will also need a table.

THE ABOVE INFORMATION IS AGREED AND ACCEPTED BY:

	April 22, 2021
Laurie Boyte, Learning for Living, Inc.	Date
	4/23/21
Audrey Kilpatrick	Date

Asst Supt of Business Sys and Operations
Learning for Living, 52 Night Heron, Chapel Hill, NC 27517
www.learningforliving.com 800/874.1100

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

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

SUBJECT:

Ratification of Contract between Broadway on Tour
and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Expanded Learning Opportunities Grant

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Broadway on Tour. The services are for a student field trip to the Safe Credit Union Performing Arts Center on September 30, 2021 at 1:30 pm. The production will be "Hamilton" and the cost of tickets will be \$121 per person with full payment of \$9,075 due by May 7, 2021. The price of the field trip will be paid with Expanded Learning Opportunities Grant funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Broadway on Tour and Western Placer Unified School District.



Broadway Sacramento Attn: Group Sales
1510 J Street, Suite 200 Sacramento, CA 95814
Group Sales: (916) 557-1198 Fax: (916) 329-1082
GroupSales@BroadwaySacramento.com

Mikaela Zimmerman
Phoenix High School
870 J St
Lincoln, CA 95648

Account#: 182315
Phone: (619) 370-5890
Email: mzimmerman@wpusd.org

Order #: 297720

HAMILTON AN AMERICAN MUSICAL at the SAFE Credit Union Performing Arts Center

Thursday, Sep 30, 2021 1:30 PM

Section:	Tickets:	Group Price:	Per Ticket Fee:	Per Ticket Subtotal w/ fee:	Per Section Subtotal w/fee:
Orchestra N - EE	75	\$119.00	\$2.00	\$121.00	\$9,075.00

Locations: Orch N-EE: S:101-114 T:101-114 U:101-123 V:101-112 W:101-112

Total # of Group Tickets: 75

Total Amount Due: \$9,075.00

A \$4 per ticket facility fee is included in the price of the ticket.

Payment Information: All payments and any changes to the group must be made by the group leader only.

Call to pay by: Visa, MasterCard,
Discover, or American Express

Checks Payable to: Broadway Sacramento

Full Payment Due 5/7/2021: \$9,075.00

Group Booking Terms

1. The group processing fee is \$2.00 per ticket.
2. Dropping below the 10 ticket minimum will result in the cancellation of this group order.
3. Once tickets are paid in full, there are **NO REFUNDS** and **NO EXCHANGES** on group tickets. You must inform your group members of this policy and familiarize your group with the content of the show. (See Addendum #1)
4. Any tickets added to this group booking are subject to availability and a higher group price. Restrictions may apply.
5. Tickets will be mailed, or if requested made available at will call, under the group leaders name, 2 weeks prior to your performance date and after your signed contract has been received. We reserve the right to place tickets at will call rather than mailing.
6. Children under the age of 4 (including babes in arms) will not be admitted into the theatre.
7. There is a \$25 returned check fee for any checks that do not clear the bank.
8. Signing below indicates you acknowledge and agree to the above contract terms and the Group Sales Policy. We reserve the right to refuse the sale of tickets to anyone at any time.

Group Sales Representative

4/21/2021

Date

Purchasing Party Signature
Audrey Kilpatrick
Asst Supt of Business Svcs and Operations

4/22/21

Date

Staff Only:

Final # of Group Tickets:

Final Group Ticket Amount:

63

Broadway Sacramento Group Sales Policy

Group tickets may not be purchased with the intent to aggregate tickets and resell them for more than face value to the general public. Any order belonging to a known or suspected broker or secondary market seller will be automatically cancelled without compensation.

By purchasing group tickets to Broadway Sacramento events, you agree that you represent and warrant that the tickets you receive will not be resold to individuals above the face value unless you meet all of the following conditions:

- (i) you are a tour operator, pre-approved authorized concierge service company, travel agent or other authorized travel industry partner
- (ii) you package the tickets with hotel reservations, transportation arrangements or other travel amenities
- (iii) such package shall include substantial value to each individual purchaser above and beyond the rights and access provided by the ticket to the event

Group orders will not be mailed to UPS address locations or virtual office spaces. All out-of-state group orders must be picked up in person at the performance's venue location will call - available 1 hour prior to the show. One designated group leader only will be able to pick up the tickets with valid photo I.D. Any patron who resides outside of the state of California and requests that group tickets be mailed must meet one of the following criteria:

- (i) is a certified tour operator belonging to at least one nationally recognized motor coach association
- (ii) represents a school, college, or university with a verifiable campus mailing address, where the tickets will be mailed
- (iii) represents a company or organization with a verifiable business mailing address, where tickets will be used by the company members

Broadway Sacramento reserves the right to refuse mailing to any entity. All requests to have group orders mailed outside of the state of California will be reviewed on a case by case basis.

Group tickets are revocable licenses that may be revoked by Broadway Sacramento at their sole discretion, and do not confer ownership or leasehold rights. Group tickets in future seasons are subject to any changes, limitations and/or deadlines that Broadway Sacramento may adopt. Without in any way limiting its rights, Broadway Sacramento expressly reserves the right to:

- change group ticket policies and prices at any time and for any reason
- limit the number of tickets and apply changes differently to different persons or entities, including without limitation persons who are engaged in reselling tickets (whether licensed to do so or not)
- cancel and invalidate current group tickets without any reimbursement or refund, or refuse to sell future group tickets to any individual or entity, including, but not limited to, individuals or entities who:
 - a) resell tickets to third parties (whether licensed to do so or not)
 - b) fail to comply with any applicable payment deadline or other condition or restriction, whether in effect at present or in the future

BROADWAY SACRAMENTO



Addendum #1

4/22/2021

Mikaela Zimmerman
Phoenix High School
870 J St
Lincoln, CA 95648

Mikaela,

If your performance of HAMILTON is cancelled or postponed, you can get a full refund of any payments you made (including deposits and processing fees) or leave the funds in your Broadway Sacramento account for use on group tickets to another Broadway Sacramento show.

Thank you,

Daniela Fajardo

1510 J STREET, SUITE 200 SACRAMENTO, CA 95814 · PHONE: (916) 446-5880 · FAX: (916) 446-1370 · BROADWAYSACRAMENTO.COM

RICHARD LEWIS PRESIDENT/C.E.O. · **SCOTT KLIER** PRODUCING ARTISTIC DIRECTOR/C.O.O.

Addendum #65

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:

Disposal of Surplus Items

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business Services

ENCLOSURES:

No

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

LHS – AG Department

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods. If the property value is insufficient to defray the costs to arrange a sale, the Board may unanimously approve that property be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping (EC 17546).

The below item listed has been determined to be unusable, obsolete or no longer needed and the district. We have two individuals that wish to purchase the items and used at their facilities. The items will be disassembled and move by the purchasers.

Per Education Code 17547, money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made (for example Site Funds or Facilities Fund).

- Two (2) silos located on the Mariner Ranch property. Approximately 12 feet high, capacity unknown, never used by the district. Estimated value \$800 each.

RECOMMENDATION:

Administration recommends the Board of Trustees declare the items as surplus, authorize the disposal and/or sale of the items and authorize the removal of these items from the fixed assets inventory list if applicable.

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
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3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.


SUBJECT:

Approval of 2021-2022 Contract with
Seesaw

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

CARES

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached one-year contract is with Seesaw, an online platform for student engagement and collaboration with use of photos, videos, drawings, text, PDFs, and links. Seesaw is being used at our elementary school sites.

RECOMMENDATION:

Administration recommends that the Board approve the contract between Seesaw and Western Placer Unified School District.



Company Address 180 Montgomery St.
Suite 750
San Francisco, CA 94104
United States

Phone (415) 870-4468

Please send any billing questions to accounting@seesaw.me

Bill To Name Western Placer Unified School District

Created Date 4/8/2021

Expiration Date 4/30/2021

Quote Number 00031936

Contract Summary

Contract Start Date 8/1/2021

Contract End Date 7/31/2022

of Students 2,000.00

Contract Notes If quote is signed before 4/30/2021, district will receive free "Get Started with Seesaw" asynchronous PD course for up to 100 teachers. The course will be available through 6/30/2022. Primary PD contact Kristen Beck kbeck@wpusd.org.

Grand Total USD 10,450.00

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Professional Development - Asynchronous	1.00	USD 0.00	USD 0.00	8/1/2021
Seesaw for Schools	2,000.00	USD 5.50	USD 11,000.00	8/1/2021
Volume Discount (1,000 - 2,499)	2,000.00	USD -0.275	USD -550.00	8/1/2021

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Kerry Callahan

Email: kcallahan@wpusd.org

Title: Assistant Supt. Educational Services

Phone: 916-645-6350

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: Kristen Beck

Email: kbeck@wpusd.org

Title: Educational Technology Coordinator

Phone: 916-434-7247

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Kristen Beck

Email: kbeck@wpusd.org

Title: Educational Technology Coordinator

Phone: 916-434-7247

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: Christiane Gillespie

Email: cgillespie@wpusd.org



Title: Admin. Assistant

Phone: 916-645-6350

School Address

Address: 600 6th St Ste 400

City: Lincoln

State: California

Zip / Post Code: 95648

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Terms of Service: <https://web.seesaw.me/terms-of-service>

Name: Kerry Callahan

Title: Deputy Superintendent of Educational Services

Email: kbeck@wpusd.org

PO Number (if required): _____

Accepted By: _____

DocuSigned by:
A handwritten signature in blue ink that reads 'Kerry Callahan'.
1984A4343332441...

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

SUBJECT:

Ratify Contract between ATX Learning
and WPUSD – April 12, 2021
through June 11, 2021

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Susan Watkins 
Director of Special Education

ENCLOSURES:

Yes

DEPARTMENT:

Ed Services

FINANCIAL INPUT/SOURCE:

Special Education Budget

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

Attached is the contract between ATX Learning and WPUSD. This is for Non-Public Agency for special educations services at four school sites. The contract period is from April 12, 2021 to June 11, 2021. The rates include virtual speech sessions for students at Scott Leaman, Foskett Ranch, Sheridan and Creekside Oaks Elementary Schools. The NPA costs are related to the services will be funded from the District Special Education Program. Total cost \$34,200.00.

RECOMMENDATION:

Administration recommends board ratify the contract with ATX Learning.



PROFESSIONAL SERVICES AGREEMENT

This agreement made and entered into between Western Placer Unified School District (hereinafter referred to as WPUSD) located at 600 Sixth Street, Lincoln, CA 95648 and Ausin Texas Learning Group, LLC (hereinafter referred to as Consultant) located at 12613 Scofield Farms Drive, Austin, Texas 78727. In consideration of their mutual covenants, the parties hereto agree as follows:

- A. **DUTIES OF CONSULTANT:** The Consultant shall provide the following Professional services, studies, and/or reports.

Provide direct service, perform any needed evaluation, and recommend equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.

- B. **CONTRACT PERIOD:** The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

- C. **COMPENSATION:** For the full performance of this agreement, the WPUSD shall pay the Consultant as follows: Consultant's Fee:

- a) **For Consultant: Rate as Specified in Addendum A**
- b) **Consultant will work for minimum of 35-40 billable hours per week (as needed)**
- c) **School shall not be liable to pay for school holidays**

Payment shall be as follows: Payments to be made within **15 days** of receipt of invoice. Any amounts due and payable which have not been paid within 30 days of invoice shall be subject to interest at the rate of 12% per annum, not to exceed the highest amount allowed under Texas law. All payments due and payable in Austin, Travis County, Texas. In addition, any and all collection costs including attorney fees and court costs shall be recoverable in favor of consultant.

D. **GENERAL TERMS AND CONDITIONS:**

- 1) **INDEMNIFICATION:** The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save Board, its Officers, Board Members, employees, and Agents harmless from and against any loss of and/or damage to the person or property of Consultant, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from the negligence or misconduct of Consultant, its employees or agents
- 2) **NON-SOLICITATION OF EMPLOYEES:** WPUSD agrees to not solicit or hire employees or independent contractors of Consultant for a period of 1(One) Year following the end date of that employee or independent contractor's services to WPUSD. If WPUSD decide to hire Consultant's candidate as a district employee or independent contractor without Consultant's approval, a fee for direct hire will be payable to Consultant within 15 days.

Ausin Texas Learning Group, LLC, 12613 Scofield Farms Drive, Austin, Texas 78727

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com



This paragraph is essential to protect the economic and business rights of Consultant as well as valuable property rights. In the event that a court finds that this or any other paragraph in this agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Consultant nor in the termination of the other provisions of this agreement.

- 3) REPRESENTATIONS: WPUSD represents and warrants that all the information supplied to consultant herein is true and accurate and contains no errors or omissions. In the event that is not true, the Consultant may immediately terminate this agreement and claim any damages as a result of the same.
- 4) AGREEMENTS WITH THIRD PARTIES: WPUSD represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
- 5) ASSIGNMENT: Without the written consent of the WPUSD, this agreement is not assignable by the Consultant.
- 6) NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
- 7) LICENSE AND AUTHORITY: The Consultant and its employee or independent contractors will maintain all necessary licenses during the term of this agreement. Consultant will provide evidence or copies of all necessary licenses and credential/ clearance to WPUSD at their request.
- 8) EQUIPMENT AND FACILITIES: WPUSD and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
- 9) TIME: Time is the essence of this agreement.
- 10) GOVERNING LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Texas. Any dispute between the parties shall be heard in the courts sitting in Travis County, Texas.
- 11) WITHHOLDING: The WPUSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
- 12) HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

Ausin Texas Learning Group, LLC, 12613 Scofield Farms Drive, Austin, Texas 78727

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ATX Professional Services Agreement



- 13) AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- 14) MODIFICATION: Any modification to this agreement must be in writing and signed by both parties to be effective.
- 15) AUTHORITY: Each party executing this agreement has the authority to do so.
- 16) DAMAGES: In no event shall either party claim damages against the other in excess of 50% of the total amount to be paid out under the contract, nor shall there be any recovery of any special, consequential, or indirect damages of any type, against the Consultant.
- 17) TERMINATION: Either party may terminate this Agreement on thirty (30) calendar day written notice.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the WPUSD to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the WPUSD, or to utilize the WPUSD's letterhead or logo without the prior consent of the WPUSD. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and WPUSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The WPUSD shall provide job specifications and instructions.
TRAINING/SUPERVISION	The WPUSD shall provide training/supervision for consultant, if required.
WORK NOT ESSENTIAL TO WPUSD	The WPUSD's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	WPUSD controls the job location.
TOOLS & EQUIPMENT	Tools and equipment for the job shall be provided by WPUSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will be required to make progress report.

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ATX Professional Services Agreement

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Page 3 of 4



UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. AUTHORIZED REPRESENTATIVE:

Signature: [Signature]

Date Signed: 4/8/21

Branch / Dept.: Ed. Serv.

Address (or Mail Code): _____

Phone / Fax: (512) 445-1350

E-Mail Address: [Signature]

CONSULTANT:

Signature: Fred Miller

Date Signed: 03/26/2021

Title: Vice President

Company Mailing Address: _____

ATX Learning LLC, 12613 Scofield Farms Dr. Austin, TX, 78727

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: fred.miller@atxlearning.com

up4sd.org

ADDENDUM – A

Candidate	:	Janice C. Henson
Services	:	CCC SLP
Rate for Services	:	\$95 per hour
Contract Term	:	School Year 2020-21
Start Date	:	TBD
End Date	:	TBD
Service time	:	35-40 hours per week

Ausin Texas Learning Group, LLC, 12613 Scofield Farms Drive, Austin, Texas 78727

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Fax: +1 (512) 212-1338

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ATX Professional Services Agreement

**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:

Ratify Contract between Presence Learning
and WPUSD – June 14, 2021
through July 16, 2021

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Susan Watkins 
Director of Special Education

ENCLOSURES:

Yes

DEPARTMENT:

Ed Services

FINANCIAL INPUT/SOURCE:

Special Education Budget

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

Attached is the contract between Presence Learning and WPUSD. This is for Non-Public Agency for special educations services three school sites. The contract period is from June 14, 2021 to July 16, 2021. The rates include make-up speech sessions for students at Scott Leaman, Foscett Ranch and Creekside Oaks Elementary Schools. The NPA costs are related to the services will be funded from the District Special Education Program. Total cost is \$10,231.20.

RECOMMENDATION:

Administration recommends board ratify the contract with Presence Learning.



PresenceLearning

Service Order

LEA Name and Contact Information

Name: Western Placer Unified School District - CA

Address: 600 6TH St Lincoln, CA

LEA Primary Point of Contact

Name: Susan Watkins

Email Address: swatkins@wpusd.org

LEA Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Andy Merideth

Email Address: andy.merideth@presencelearning.com

Service Order

1. Services

Service Type	Student Quantity/ Groups	Service Rate
Hourly SLP Services	56	\$87.00
Hourly SLP Supervision	0	\$103.00
Hourly OT Services	0	\$85.79
Hourly OT Supervision	0	\$103.00
Hourly BMH Services	0	\$85.79
Annual Student Administrative Fee	56	\$100.00

2. SLP Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by SLP	0	\$56.00
Screening by SLP BI	0	\$101.00
Evaluation Coordination and Reporting by SLP	0	\$225.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$225.00
Review of Records by SLP	0	\$100.00
Additional Assessment Component by SLP	0	\$29.00
Articulation Standard Assessment	0	\$60.00
Auditory Processing Select Index	0	\$74.00
Classroom Observation by SLP	0	\$41.00
Early Childhood Language Assessment	0	\$90.00
Fluency Standard Assessment	0	\$100.00
Language Select Index	0	\$41.00
Language Standard Assessment	0	\$130.00
Pragmatic Language Standard Assessment	0	\$80.00
Phonological Process Analysis Select Index	0	\$23.00
Phonological Processing Assessment	0	\$67.00
Supplemental Language Screener	0	\$23.00
Spanish Language Standard Assessment	0	\$125.00
Spanish Language Select Index	0	\$41.00
Spanish Auditory Processing Select Index	0	\$74.00
Additional Bilingual Assessment Component	0	\$41.00

Service Type	Student Quantity/ Groups	Service Rate
Spanish Articulation Measures (SAM)	0	\$41.00
Spanish Articulation Standard Assessment	0	\$50.00

3. OT Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by OT	0	\$56.00
Evaluation Coordination and Reporting by OT	0	\$225.00
Review of Records by OT	0	\$100.00
Classroom Observation by OT	0	\$41.00
Standard School-Related-ADL Assessment	0	\$65.00
Standard Sensory Processing Assessment	0	\$65.00
Standard Motor Skills Assessment	0	\$75.00
Standard Visual Perception Assessment	0	\$65.00
Standard Preschool Assessment	0	\$100.00
Additional Assessment Component by OT	0	\$29.00

4. BMH Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by MHP	0	\$115.90
Evaluation Coordination and Reporting by MHP	0	\$275.90
Review of Records by MHP	0	\$250.90
Rating Scale Assessment	0	\$125.90
Classroom Observation by MHP	0	\$103.93
Additional Assessment by MHP	0	\$258.43
Additional Requested Meetings	0	\$100.90
Translation Services	0	\$125.90

5. Psychoeducational Assessments

Service Type	Student Quantity/ Groups	Service Rate
Evaluation Coordination and Reporting by MHP	0	\$275.90
Review of Records by MHP	0	\$250.90
Cognitive Select Index	0	\$125.90
Processing Select Index	0	\$125.90
Achievement Select Index	0	\$125.90
Rating Scale Assessment	0	\$125.90
Classroom Observation by MHP	0	\$103.93
Achievement Standard Battery	0	\$258.43

Service Type	Student Quantity/ Groups	Service Rate
Long Cognitive Battery	0	\$258.43
Additional Assessment by MHP	0	\$258.43
Processing Standard Battery	0	\$258.43
Additional Requested Meetings	0	\$100.90
School Psych Consultation	0	\$85.79
Translation Services	0	\$125.90
Short Cognitive Battery	0	\$125.90
Select Spanish Index	0	\$250.90
Spanish Battery	0	\$361.43
Screening by MHP	0	\$115.90

Document Camera	\$85.00 (each)
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Service Order

Contracted Students	56
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Assessments Commitment	1
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Monthly Commitment*	\$10,231.20	118 hours at \$87.00
December Commitment*	\$6,820.80	78 hours at \$87.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	June 14, 2021 through July 16, 2021
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Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.

LEA

By:

By: Western Placer Unified

Name:

Name: Kerry Callahan

Title:

Title: Dept. Supt.

Date:

Date: 4/15/21

Master Service Agreement

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS MASTER SERVICE AGREEMENT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

1. THE AGREEMENT.

This Agreement is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, Suite 1850, San Francisco, California 94104 "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement ("ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). Provided that the LEA submits to CONTRACTOR an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. CERTIFICATION.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS.

During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Agreement; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF AGREEMENT.

The term of this Agreement shall be reflected on the ORDERING DOCUMENT and shall not exceed one year (Title 5 California Code of Regulations section 3062(a)) unless otherwise in writing.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION.

This Agreement includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Agreement may be amended only by written amendment executed

by both parties. The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Agreement between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT.

This Agreement shall include an ISA for each LEA student to whom CONTRACTOR is to provide services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Agreement in effect. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students. Any and all changes to a LEA student's educational placement/ program provided under this Agreement and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Agreement, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. Unless otherwise provided in this Agreement or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period. If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement. Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS.

The following definitions shall apply for purposes of this contract:

- a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term "parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). "Parent" does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

f. The term "days" means calendar days unless otherwise specified.

g. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

ADMINISTRATION OF CONTRACT

8. NOTICES.

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

9. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, "records" may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need not record access to the LEA student's records by: (a) the LEA student's

parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data. LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties other than LEA, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

10. SEVERABILITY CLAUSE.

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST.

This Agreement binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW.

The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES.

This Agreement may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION AND RENEWAL.

This Agreement or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Agreement. ISAs are void upon termination of this Agreement except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice. This Agreement shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each a "RENEWAL TERM") unless (a) terminated in accordance with this Section or (b) either party gives written notice of its intention not to renew forty-five (45) days before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

15. INSURANCE.

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best. At the request of LEA, CONTRACTOR will provide a Certificate of Insurance.

16. INDEMNIFICATION AND HOLD HARMLESS.

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into this Agreement.

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

17. INDEPENDENT CONTRACTOR.

Nothing herein contained will be construed to imply a joint venture, partnership or principal- agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTORS.

LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 35 and 36 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

19. CONFLICTS OF INTEREST/NON-SOLICITATION.

LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as "IEE"), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested. LEA shall not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR's prior written consent. LEA should contact its account manager with any inquiries concerning the aforementioned. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual's relationship with CONTRACTOR, and such termination or curtailment results in a loss of business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of \$30,000 (hereinafter referred to as the "SOLICITATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and would be difficult for CONTRACTOR to approve. The parties intend that LEA's payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

20. NON-DISCRIMINATION.

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

21. FREE AND APPROPRIATE PUBLIC EDUCATION.

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP"), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement).

22. GENERAL PROGRAM OF INSTRUCTION.

All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program. CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CALENDARS.

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

25. DATA REPORTING.

CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

26. MANDATED ATTENDANCE AT LEA MEETINGS.

CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Agreement by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

27. IEP TEAM MEETINGS.

An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Agreement or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone or by video conference..

CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)(hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on THE APPROVED

SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

28. SURROGATE PARENTS.

CONTRACTOR shall comply with LEA surrogate parent assignments.

29. DUE PROCESS PROCEEDINGS.

CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

30. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS.

On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which CONTRACTOR is providing pursuant to this Agreement. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion. It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential. CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data

collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

31. LEA STUDENT CHANGE OF RESIDENCE

. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

32. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT.

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract. Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

33. CONTRACTOR MATERIALS.

CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

34. MONITORING.

CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

35. CLEARANCE REQUIREMENTS.

CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition,

with regard to employees and SUBCONTRACTORS who will have direct contract with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

36. STAFF QUALIFICATIONS.

CONTRACTOR shall ensure that all individuals employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. CONTRACTOR shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

37. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS.

At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Agreement. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Agreement. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Agreement. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Agreement by the LEA.

38. STAFF ABSENCE.

When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute to provide services to their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

39. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME.

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. For services provided on a public school campus, sign in/out procedures shall be followed

by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

40. HEALTH AND SAFETY.

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

41. INCIDENT/ACCIDENT REPORTING.

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

42. CHILD ABUSE REPORTING.

CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

43. SEXUAL HARASSMENT.

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

44. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES.

CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws. SERVICES may include but are not limited to the following:

- a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
- b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review

of Records, writing an integrated report, attending the pre-assessment and results meetings, and testing set up. Additional assessments will be administrated where outlined in the Student's assessment plan.

- c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
- e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for services rendered. Invoices and related documents shall be properly submitted electronically unless another method of delivery is mutually agreed upon. Each invoice will contain information as may be requested by the LEA. Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training. Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. In no case shall initial payment claim submission for any fiscal year (July through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

45. RIGHT TO WITHHOLD PAYMENT.

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected. The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR

receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days. After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2). Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

46. PAYMENT FROM OUTSIDE AGENCIES.

LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

47. STUDENT ABSENCES.

CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

48. INSPECTION AND AUDIT.

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

49. RATE SCHEDULE/ORDERING DOCUMENT.

In consideration for the Services, LEA agrees to pay CONTRACTOR, in accordance with the fees identified on the ORDERING DOCUMENT, all undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus CONTRACTOR'S reasonable costs of collection.

(a) Clinical Services. The ORDERING DOCUMENT will list the clinical discipline of the services LEA purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

- (b) Hourly Service Fee. If applicable, the ORDERING DOCUMENT may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per clinician pricing.
- (c) Annual Service Fee. If applicable, the ORDERING DOCUMENT may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If LEA makes any changes, CONTRACTOR may make a pricing adjustment to the Annual Service Fee.
- (d) Student Administrative Fee. If applicable, the ORDERING DOCUMENT may specify Student Administrative Fee which will be billed in the first invoice and any Renewal Term on a per student, per service basis. At any time during the Term, if students are added to receive a Service, LEA will be billed Student Administrative Fee for those students during the month the services start.
- (e) Monthly Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum dollar payment due each month during the Term ("Monthly Commitment"), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If LEA's fees are less than the Monthly commitment, LEA will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, LEA shall pay the total fees incurred for the month.
- (f) Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Term, CONTRACTOR will reconcile the Assessment Commitment with actual Assessments given, and LEA will be invoiced for the difference if the Assessment Commitment was not met.
- (g) Psychoeducational Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Term. At the end of the Term, CONTRACTOR will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.
- (h) Unplanned Student Absence Fee. If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence ("Unplanned Student Absence"), LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session. If LEA has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.
- (i) Contracted Students. If applicable, the ORDERING DOCUMENT may specify the number of students for whom LEA has purchased Services.
- (j) Disputes. LEA may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, LEA shall remit the amount owed within ten (10) calendar days.

50. DEBARMENT CERTIFICATION

CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

51. REPRESENTATIONS.

LEA hereby represents and warrants to CONTRACTOR as follows:

- (a) LEA has the right, power, and authority to enter into and perform its obligations under this Agreement,
- (b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement,
- (c) the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA,
- (d) this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,
- (e) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,
- (f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,
- (g) any authorized representative of LEA (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") has the authority to enter into an ORDERING DOCUMENT for the provision of services,
- (h) that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "STUDENT RECORDS") prior to LEA's providing CONTRACTOR with access to such STUDENT RECORDS,
- (i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,
- (j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of a TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and
- (k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PresenceLearning, Inc.	LEA
By:	By: <i>Western Placer Unified</i>
Name:	Name: <i>Kerry Callahan</i>
Title:	Title: <i>Dept Supt.</i>

Date:

Date:

4/15/21

**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:

Williams Uniform Quarterly
Complaint Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

One component of the Williams Settlement Legislation requires each district to submit a quarterly report to the County Superintendent and the Governing Board on the nature and resolution of complaints addressing insufficient instructional material, teacher vacancies and misassignments, and emergency or urgent facilities issues.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the results of the Williams Uniform Complaint report.

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186(d)(e)]

District: Western Placer Unified School District

Person completing this form: Maria Gonzalez

Title: Administrative Assistant to the Superintendent

Quarterly Report Submission Date (Check one):

- ☒ Period ending March 31 *Due: April 30th*
☐ Period ending June 30 *Due: July 31st*
☐ Period ending September 30 *Due: October 31st*
☐ Period ending December 31 *Due: January 31st*

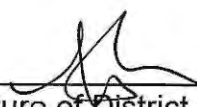
Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 05/04/21

- ☒ No complaints were filed with any school in the district or with a district official during the quarter indicated above.
- ☐ Complaints were filed with a school(s) in the district or with a district official during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Scott Leaman

Print Name of District Superintendent


Signature of District Superintendent

4/20/21
Date

Please submit to: Suzie Arcuri, Executive Assistant to the County Superintendent of Schools
Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-5941 / Fax: (866) 840-2941

INFORMATION

DISCUSSION

ACTION

ITEMS

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

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

SUBJECT:

Donation of OLE property and funds

AGENDA ITEM AREA:

Information/Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

Yes

BACKGROUND:

The approximately 150 acres located between Rocklin and Twelve Bridges, commonly referred to as the Outdoor Learning Environment or OLE, is being offered to the District from the Western Placer Unified Educational Foundation (Foundation). Along with the land donation, the Foundation is offering the District \$1.9 million dollars to be used to maintain and operate the outdoor facility.

This District is extremely appreciative of the efforts of the Foundation and these generous gifts of land and monetary support. The Foundation has been a steward of this special site and the District intends to continue their tradition. It is envisioned OLE will serve the students of Western Placer for many years to come.

The Foundation will continue to be an important entity supporting the students of our District with grants and other activities.

RECOMMENDATION:

Accept the land and funds through approval of the attached documents as to form,

**GIFT AGREEMENT
BETWEEN
WESTERN PLACER EDUCATION FOUNDATION
AND
WESTERN PLACER UNIFIED SCHOOL DISTRICT**

This Gift Agreement (the “Agreement”) is made as of this 4th day of May 2021 (the “Effective Date”), between the Western Placer Education Foundation (hereinafter referred to as the “Donor,”) and the Western Placer Unified School District (hereinafter referred to as the “District”) with the Donor and the District each a “Party,” and together, the “Parties” to this Agreement.

WHEREAS, Donor is the owner of certain real property within the City of Lincoln consisting of approximately 150.359 acres, identified as Placer County Assessor’s Parcel Number (“APN”) 335-010-013 (the “Property”);

WHEREAS, the Property is currently used as an outdoor educational facility for the benefit of the District’s students, which is maintained by Donor;

WHEREAS, Donor desires to donate the Property (which donation is subject to a separate Donation Agreement) and provide financial support to the District for the purposes of maintaining and operating the outdoor educational facility;

WHEREAS, Education Code Section 41032 provides for the District’s governing board to accept donations on behalf of the District, which may be subject to conditions or restrictions that the governing board may prescribe;

WHEREAS, in addition to the Property the Donor maintains an endowment established for the purpose of maintaining the Property and providing grants to teachers to promote outdoor education;

WHEREAS, the Donor desires to donate a portion of the endowment, defined below as the Gift, to the District and the District wishes to accept the Gift for the purpose of maintaining and operating the Property as an outdoor educational facility and pursuant to the terms of this Agreement; and

WHEREAS, Donor intends to retain a portion of the endowment for the purposes of continuing to fund the Donor’s operations, including but not limited to distributing grants to the District’s teachers to promote outdoor educational opportunities.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. Donor’s Commitment. Subject to the terms and conditions in this Agreement, the Donor hereby pledges to the District One Million Nine Hundred Thousand Dollars (\$1,900,000.00) (the “Gift”). The District hereby accepts the Gift from the Donor, subject to the terms and conditions of this Agreement.

2. Donor's Purpose. It is understood and agreed that the Donor's Gift will be used by the District to develop and/or maintain a 150.359 acre parcel of real property, identified as APN 335-010-013, located in the City of Lincoln, Placer County, California, pursuant to a Donation Agreement, dated as of May 4, 2021, between the District and Donor (the "Donation Agreement") in a manner that supports outdoor education opportunities for the District's students.

3. Payment. It is understood and agreed by the Donor and the District that the Donor's Gift will be paid to the District within thirty (30) days after the Close of Escrow.

4. Termination. In the event the District in its sole discretion: (a) determines that it is not in its best interest to acquire the Property; and/or (b) terminates the Donation Agreement as provided therein, this Agreement shall terminate and the Donor and the Parties shall have no further rights or obligations under this Agreement.

5. Intent. It is the agreement of the parties and the intention and wish of the Donor that this Gift shall constitute each Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and Donor's successors and assigns. Donor acknowledges that the District is relying, and shall continue to rely, on the Donor's Gift being fully satisfied as set forth herein.

6. Future Changed Circumstances. If, in the opinion of the District, all or part of this Gift cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, the Gift may be used for any related purpose which in the opinion of the District will most nearly accomplish the Donor's wishes.

7. Dispute Resolution.

7.1 Meet and Confer. Should any dispute arise concerning any interpretation or implementation of this Agreement, or the rights and obligations of the parties hereunder, the involved parties agree to meet and confer to attempt in good faith to resolve the dispute.

7.2 Mediation. If the dispute is unresolved within thirty (30) days after meeting and conferring, the parties agree to attempt to resolve the dispute in good faith through mediation. Mediation is a process by which parties attempt to resolve a dispute or claim by submitting it to an impartial, neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. Mediation fees, if any, shall be divided equally among the parties involved.

8. Amendment. By mutual consent of the District and each Donor, any provision of this Agreement may be amended, modified, or deleted; provided, however, it is the Donor's desire that any such amendment, modification or deletion shall not negate or adversely affect their original intent to make the Gift to the District as described herein. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

9. Severability. If any provision of this Agreement is declared to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected.

10. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered (a) upon receipt when hand delivered; (b) upon receipt when sent by email or facsimile to the email address or facsimile number set forth below (so long as evidence can be presented by the sending party of receipt by the receiving party); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or (d) upon actual delivery if deposited with any commercially-recognized overnight carrier that routinely issues receipts (provided that the sending Party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Donor: Western Placer Education Foundation
Attn: Bob Romness, President
600 Sixth St., Ste. 400
Lincoln, CA 95648
Telephone: (916) 408-5358

If to District: Western Placer Unified School District
Attn: Superintendent
600 Sixth St., Ste. 400
Lincoln, CA 95648
Telephone: (916) 645-6350

With a copy to: Lozano Smith
Attn: Megan Macy
One Capitol Mall, Ste. 640
Sacramento, CA 95814
Telephone: (916) 329-7433

Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this section by delivering to the other Party written notice in the manner set forth above.

11. Construction. The title and headings of the sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the Agreement.

12. Waivers. No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving

party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by each Donor and the District.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of California, without giving effect to conflict of laws principals. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

15. Amendments in Writing. No addition to or modification of any provision contained in this Agreement will be effective unless in writing and signed by both Parties hereto.

16. Time is of the Essence. Time is of the essence in this Agreement and each of its provisions. Although time is of the essence in this Agreement, this provision will not cause an automatic forfeiture and will be construed in accordance with traditional principles of equity.

17. Governing Law/Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. 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 Placer County, subject to any motion for transfer of venue.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above, to be effective on the Effective Date.

Western Placer Unified School District

Western Placer Education Foundation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**DONATION AGREEMENT AND
JOINT ESCROW INSTRUCTIONS
BETWEEN
WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND
WESTERN PLACER EDUCATION FOUNDATION**

THIS DONATION AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is entered into as upon the signature of the Parties and ratification of the Western Placer Unified School District (Effective Date”), by and between **WESTERN PLACER EDUCATION FOUNDATION**, (“Donor”) and the **WESTERN PLACER UNIFIED SCHOOL DISTRICT**, a California school district (“District”), with the Donor and the District each a “Party,” and together, the “Parties” to this Agreement.

The Donor wishes to donate approximately 150.359 acres of real property located in the City of Lincoln, County of Placer APN 335-010-013, more particularly described in *Exhibit A* attached hereto (“Property”), and the District is willing to accept the Property for future use in the furtherance of school district and educational purposes.

The Parties therefore agree as follows:

**ARTICLE 1
DEFINED TERMS**

For the purpose of this Agreement, the terms set forth below shall have the following meanings:

1.01 **Close of Escrow.** “Close of Escrow” shall be as set forth in Section 5.06 below.

1.02 **Deed.** “Deed” means a gift grant deed, or similar instrument, conveying title to the Property from the Donor to the Western Placer Unified School District as included in *Exhibit E* attached hereto.

1.03 **Escrow.** “Escrow” means that escrow to be opened with Escrow Holder under Section 5.01 below.

1.04 **Escrow Holder.** “Escrow Holder” means Placer Title Company, California at the address specified in Article 6 below.

1.05 **Escrow Instructions.** “Escrow Instructions” mean (a) the provisions of this Agreement requiring any action by or compliance on the part of Escrow Holder, (b) escrow instructions known as “general provisions” which are *pro forma* escrow instructions of Escrow Holder (to the extent such escrow instructions do not conflict with the escrow instructions specifically set forth in this Agreement) and (c) any other supplemental instructions as may from time to time be signed and delivered by the Parties to Escrow Holder. In the event of any conflict between this Agreement and the “general provisions” of Escrow Holder’s *pro forma* escrow instructions, the escrow instructions contained in this Agreement shall govern.

1.06 Preliminary Title Report. “Preliminary Title Report” means the Preliminary Title Report, Order No. [REDACTED], dated [REDACTED], for the Property to be prepared by the Title Company under Section 4.02 below, at the District’s expense.

1.07 Property. “Property” means the real property located in City of Lincoln, Placer County, California, and identified as Placer County Assessor’s Parcel Number (APN) 335-010-013. The Property is more particularly described in the attached *Exhibit A*.

1.08 Title Company. “Title Company” means the Placer Title Company whose address is included in Article 6 below.

1.09 Title Policy. “Title Policy” means an owner’s policy of title insurance, CLTA Standard Coverage Policy, to be issued at Close of Escrow by Title Company in the amount to be specified by the District.

ARTICLE 2 DONATION AND ACCEPTANCE

2.01 Donation and Acceptance. Subject to the terms and conditions of this Agreement, the Donor hereby donates to the District and the District hereby accepts from the Donor all of the Donor’s right, title and interest in the Property, including any and all real property improvements thereon.

2.02 “AS-IS”. The Donor has disclosed all information the Donor has regarding condition of the Property known to the Donor. The District agrees that the Property shall be accepted “AS-IS”, in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Substances (as defined herein) thereon or therein, and any other matters affecting the Property.

2.03 Taxes, Assessments, and Other Charges. The District shall be responsible for the payment of all taxes, or assessments for general, supplemental and special taxes, and for special assessments due and owing on the Property from and after the Close of Escrow.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.01 The Donor’s Representations and Warranties. The Donor represents and warrants the following:

(a) **Full Authority to Convey All Interest in the Property.** The Donor has the full authority to execute this Agreement, and related title documents, has the full authority to perform all of its obligations under this Agreement, and has the full authority to dispose of or otherwise convey the Property to the District. The Donor represents that it has secured, or will secure before Close of Escrow, all appropriate consents that are necessary to consummate the Agreement, if any;

(b) **Compliance with Applicable Law and No Pending Litigation against the Property.** To the Donor's knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation, or requirement, nor is there any pending or threatened litigation in connection with the Property that would prohibit the donation or the District's use of the Property;

(c) **No Liens Securing Payment or Other Obligations on Property.** To the best of the Donor's knowledge, the Property is not encumbered, or will not be encumbered by the time of Close of Escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclosure on the Property as collateral;

(d) **No Hazardous Waste on Property.** To the best of the Donor's knowledge, (1) neither the Donor nor any other person has used (except for fuel used in equipment in gravel extraction), generated, manufactured, stored or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Substances") in violation of any law;

For the purpose of this Agreement, Hazardous Substances include, without limitation, oil, natural gas or other petroleum or hydrocarbon substances; substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes" or stated to be known to cause cancer or reproductive toxicity under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317, *et seq.*; the California Hazardous Substance Act, Health and Safety Code sections 28740, *et seq.*; the California Hazardous Waste Control Act, Health and Safety Code sections 25100, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code sections 24249.5, *et seq.*; the Porter-Cologne Water Quality Act, Water Code sections 1300, *et seq.*; or any substances so defined or stated in any of the regulations adopted and publications promulgated under said laws;

(e) **Taxes.** All taxes, or assessments for general, supplemental and special taxes, and for special assessments due and owing on the Property have been paid up to the Close of Escrow; and

(f) **Survival.** The Donor's representations, warranties, and obligations under this Section 3.01 shall survive the Close of Escrow.

3.02 The District's Representations and Warranties. The District represents and warrants the following:

(a) **Authority to Accept Donation of Property.** The District represents and warrants that, upon approval or ratification of this Agreement by the District, and subject to the conditions precedent set forth in Article 4, the District will have full authority to accept the donation of the Property and otherwise carry out the provisions of this Agreement;

(b) **Tax Exempt Status.** The District represents and warrants to the Donor that the District (1) is a public agency, organized, existing and in good standing under the laws of the State of

California and is a tax-exempt organization under the laws of the State of California and of the United States of America, and (2) is able to receive tax-deductible donations under 26 U.S.C. 170(c)(1) and California Revenue and Taxation Code Section 17201(a); and

(c) **Survival.** The District's representations, warranties, and obligations under this Section 3.02 shall survive the Close of Escrow.

ARTICLE 4 CONDITIONS PRECEDENT

4.01 Conveyance of Good Title. The Donor will convey good and marketable title to the Property by Deed free and clear of all debts, liens, and encumbrances, unless specifically allowed by, or permitted by the District in writing, under Section 4.02 below.

4.02 Title Report and Review.

(a) As soon as reasonably possible before or after the Effective Date, Escrow Holder shall obtain and provide the District with a preliminary title report with respect to the Property ("Preliminary Title Report"), together with copies of the instruments underlying all title exceptions that are referred to in the Preliminary Title Report (collectively, the "Title Documents"). The District shall be entitled to review and approve the Title Documents for a period of ten (10) days following the District's receipt of the Title Documents ("Title Review Period"). The failure of the District to disapprove any such item by writing delivered to the Donor and Escrow Holder on or before the expiration of the Title Review Period shall be conclusively deemed approval thereof by the District;

(b) The Donor shall convey the Property to the District in fee simple title, which shall be free and clear of all mortgages, deeds of trust, liens, charges, encumbrances, encroachments, easements, conditions, exceptions, assessments, taxes, leases, licenses, options, other defects in title and other adverse interests of record or known to Donor; and

(c) Notwithstanding the foregoing, the District is not required to give notice of disapproval for removal of debts; liens, mortgages, or deeds of trust to secure debts; delinquent taxes; or other financing or monetary encumbrances upon the Property.

ARTICLE 5 ESCROW PROVISIONS

5.01 Escrow. The transfer of documents and funds under this Agreement for the donation of the Property will be effected through the Escrow.

5.02 Escrow Closing Costs. The District will pay all escrow and title insurance costs, fees, and charges for this donation, including the costs of the preparation of the Preliminary Title Report. The District is exempt from certain charges such as recording fees and documentary transfer taxes under California Government Code section 27383.

5.03 Conditions to Close of Escrow. The following are conditions precedent to the Close of Escrow that can be waived only by written waiver executed by the Donor or the District as applicable:

(a) The District will have deposited with the Escrow Holder the total amount of escrow costs and fees described above, and all of the items required under this Agreement;

(b) The District will not be in breach or default of any provision of this Agreement;

(c) The District's warranties and representations shown in Section 3.02 above are true as of the Close of Escrow;

(d) The Donor will have deposited with Escrow Holder all of the items required under this Agreement;

(e) The Parties will deposit an executed version of the Gift Agreement with Escrow Holder;

(f) The Donor will not be in breach or default of any provision of this Agreement;

(g) The Donor's warranties and representations shown in Section 3.01 above are true as of the Close of Escrow; and

(h) The Title Company will be committed to issue and will issue as of the Close of Escrow the Title Policy without the exceptions noted or objected to by the District under this Agreement.

5.04 The Donor's Deliveries to the Escrow Holder. On or before the Close of Escrow, the Donor will deliver, or cause to be delivered, to the Escrow Holder, the following:

(a) A Deed to the Property in the form attached hereto as ***Exhibit E***;

(b) A warrant or check sufficient to pay for any anticipate taxes, or assessments for general, supplemental and special taxes, and for special assessments due and owing on the Property up to the Close of Escrow; and

(c) Such other documents as, in the opinion of the Escrow Holder, are required from the Donor to carry out the provisions of this Agreement.

5.05 The District's Deliveries to the Escrow Holder. On or before the Close of Escrow, the District will deliver, or cause to be delivered, to the Escrow Holder:

(a) A warrant or check sufficient to pay the total amount of costs and fees described above, drawn against the funds of the District. Unless otherwise instructed by the Escrow Holder, the warrant will be drawn to the order of the Title Company;

(b) A certificate of acceptance under California Government Code section 27281, substantially in the form attached as ***Exhibit D***; and

(c) Such other documents which, in the opinion of the Escrow Holder, are reasonably necessary to carry out the provisions of this Agreement.

5.06 Close of Escrow; Extension.

(a) Escrow on donation of the Property will close within ten (10) days after all conditions to the Close of Escrow are satisfied or waived, the Title Company is prepared to issue the Title Policy, and the Title Company is otherwise able to record the Deed, which date shall be no later than December 31, 2021. If all the conditions have not been met by that date, then the Donor, by execution of this Agreement, is deemed to have granted up to two (2) extensions of no more than thirty (30) days apiece thereafter to allow the conditions to be met. With regards to any such extensions, the Donor and the District will exercise due diligence to fulfill the conditions precedent necessary to immediately close escrow during the extended period. Escrow will be considered closed on the date that the Title Company records the Deed.

5.07 Failure to Close Escrow. If the District determines that all conditions set forth in this Agreement for the Close of Escrow cannot be met, then this Agreement will be terminated and the escrow cancelled. The District will provide written notice to the Donor and the Escrow Holder of such termination and cancellation. The District will pay any escrow cancellation charges. The Donor agrees that this sum will fully compensate the Donor for any and all damages related to the termination of this Agreement and cancellation of the escrow and hereby waives any and all claims for additional compensation in connection therewith.

5.08 The Escrow Holder's Duties on the Close of Escrow.

(a) The Escrow Holder will provide the Parties, at least five (5) days before the Close of Escrow, *pro forma* closing statements in addition to providing a *pro forma* Title Policy to the DISTRICT as required under Sections 5.09 and 5.11 below;

(b) The Escrow Holder will give notice to both the District and the Donor at least five (5) days before the Close of Escrow of its intention to close escrow five (5) days thereafter, and will provide *pro forma* documents including a Deed with legal description to be provided (5) days before the Close of Escrow of any other deposits required of the District. District will indicate its approval of the Deed documents and of the *pro forma* closing statements with the Donor and Escrow Holder at least two (2) days before Close of Escrow; and

(c) At the Close of Escrow, the Escrow Holder will:

(1) Ascertain any taxes due for general, supplemental, and special taxes. Upon ascertainment of any such amount, the Escrow Holder will require the District to deposit such amounts to pay such taxes.

(2) Prepare any preliminary change of ownership statements (PCOR) as required by law.

(3) Deliver the Title Policy to the District.

(4) Perform such other duties as, in the opinion of the Escrow Holder, are necessary to carry out the provisions of this Agreement.

5.09 Distribution of Escrow Documents. Escrow Holder will deliver and distribute the following documents:

- (a) To the Donor, a proposed and final closing statement;
- (b) To the District, a proposed and final closing statement and *pro forma* Title Policy;
- (c) To the Donor, recorded copies of the Deed, which will be mailed to Donor at the address shown below;
- (d) To the District, after recordation, the originals of the Deed and the Title Policy, to be mailed to the address shown below;
- (e) To the District and the Donor, copies of the signed written acknowledgement of the District's Form of Certificate of Acceptance at ***Exhibit D***; and
- (f) To the District and the Donor, copies of such other documents, if any, not referenced above and which are recorded at the Close of Escrow.

5.10 Supplemental Escrow Instructions. The Parties agree to execute supplemental escrow instructions to carry out the provisions of this Agreement, provided the supplemental instructions are not inconsistent with this Agreement as written or as it may later be amended.

5.11 Title Insurance. At the Close of Escrow, the Escrow Holder will cause the Title Company to issue the Title Policy for the Property to the District, subject only to those exceptions permitted by the District under Section 4.02 above. Before Close of Escrow, the Escrow Holder will provide a *pro forma* Title Policy to the District and the District's counsel for review.

ARTICLE 6 NOTICES

6.01 Notices. All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) facsimile with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, and addressed as follows:

To the Donor:	Western Placer Education Foundation Attn: Bob Romness, President 600 Sixth St., Ste. 400 Lincoln, CA 95648-1825 Email: bobromness@yahoo.com
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To the District: Western Placer Unified School District
Attn: Scott Leaman, Superintendent
600 Sixth St., Ste. 400
Lincoln, CA 95648-1825
Fax: 916-645-6356
Email: sleaman@wpusd.org

With a copy to: Megan E. Macy
Lozano Smith, Attorneys at Law
1 Capitol Mall, Suite 640
Sacramento, California 95814
Fax: 916-329-9050
Email: mmacy@lozanosmith.com

Escrow Holder: Placer Title Company
1508 Eureka Rd. Ste. 150
Roseville, CA 95661
Fax: 916-786-7065

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.01 Brokers and Legal Counsel. Neither the District nor the Donor has been represented by a real estate broker in conjunction with this transaction. Each Party has had the opportunity to be represented by legal counsel of its own choice, and each Party is responsible for paying its own counsel, if any, for such representation. Each Party shall defend, indemnify, and hold the other Party harmless against all liabilities, damages, losses, costs, expenses, attorneys' fees and claims arising from any claims that may be made against such indemnified Party by any real estate broker, agent, finder, or other person alleging to have acted on behalf of or to have dealt with such indemnifying Party with respect to this transaction.

7.02 Binding Effect. This Agreement is binding upon the heirs, successors, and assigns of the Parties.

7.03 Waiver of Provisions. Waiver by the Donor, or the District, of any breach by the District or the Donor of any provision of this Agreement, will not be deemed to be a waiver of any subsequent breach by the District or the Donor of the same provision or of any other provision. Waiver of any provision of this Agreement must be in writing.

7.04 Further Documents and Actions. The Parties agree to make, execute, and deliver such documents and undertake such further acts as may be reasonably necessary or convenient to carry out this Agreement and its purpose and intent.

7.05 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the Parties in connection with this Agreement, sets forth the entire Agreement between the Donor and the District and supersedes all prior negotiations and agreements, written or oral, relating to the donation of the Property.

7.06 Invalidity of Any Provision. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, that will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

7.07 Amendments in Writing. No addition to or modification of any provision contained in this Agreement will be effective unless in writing and signed by both Parties hereto.

7.08 Time is of the Essence. Time is of the essence in this Agreement and each of its provisions. Although time is of the essence in this Agreement, this provision will not cause an automatic forfeiture and will be construed in accordance with traditional principles of equity.

7.09 Governing Law/Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. 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 Placer County, subject to any motion for transfer of venue.

7.10 Headings. Headings at the beginning of each Article, Section, Paragraph and Subparagraph are solely for the convenience of the Parties and are not to be construed as enlarging or limiting the language following the headings.

7.11 Construction. Whenever the context of this Agreement requires, the singular will include the plural and the masculine, feminine and neuter will include the others. This Agreement will not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared this Agreement.

7.12 Execution in Counterpart/Electronically Transmitted Copies. The Parties may sign any document, including this Agreement, in counterpart such that each document, when all signatures are appended together, will constitute a fully signed original or copy thereof. Signatures transmitted by electronic means, and copies thereof, shall be as valid as originals.

7.13 Calendar Days. All time limits and related provisions in this Agreement will be counted in calendar days unless otherwise specifically provided.

7.14 Individuals Signing Below. Each of the individuals signing below purportedly as an agent for the District, or the Donor, individually represents and warrants that he or she is authorized to execute this Agreement and bind the District or the Donor (as applicable).

DONOR:

WESTERN PLACER EDUCATION
FOUNDATION

By: _____

Date: _____

DISTRICT:

WESTERN PLACER UNIFIED SCHOOL
DISTRICT

By: _____
Scott Leaman, Superintendent

Date: _____

LIST OF EXHIBITS

- Exhibit A* - Legal Description of Property
- Exhibit B* - Diagram of Property
- Exhibit C* - Preliminary Title Report
- Exhibit D* - District's Form of Certificate of Acceptance
- Exhibit E* - Grant Deed

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Lincoln, County of Placer, State of California, described as follows:

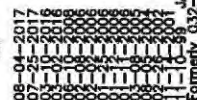
All that portion of Lot 2 as said lot is shown and so designated on that certain plat entitled "Education Foundation - Twelve Bridges, A Large Lot Subdivision" filed in Book AA of Maps, Page 58, Placer County Records.

Area comprised of 150.359 Acres, more or less

EXHIBIT B

DIAGRAM OF PROPERTY

M.O.R. Bk. EE, Pg. 87



NOTE

NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building setbacks or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

NOTE

NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building setbacks or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

0.1

1

Ma

Check Number
Parcel Number

x.335F

Calif.

NOTE
Assessor's Block Numbers Shown In Ellipses.
Assessor's Parcel Numbers Shown In Circles.

EXHIBIT C

PRELIMINARY TITLE REPORT

EXHIBIT D
DISTRICT'S FORM OF CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by grant deed dated [REDACTED] from WESTERN PLACER EDUCATION FOUNDATION a California non-profit corporation to WESTERN PLACER UNIFIED SCHOOL ("District") is hereby accepted by Scott Leaman, Superintendent, on behalf of the District, pursuant to the authority conferred upon him by action of the Board of Trustees of the District taken on May 4, 2021, and the District, as grantee, consents to recordation of said grant deed by its duly authorized officer.

DATED: _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____
Scott Leaman, Superintendent

EXHIBIT E
GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, California 95648
Telephone: (916) 645-6350
Attention: Superintendent
MAIL TAX STATEMENTS TO:
Same as above

Recording of this document is fee-exempt
under Government Code Section 6103.
No Documentary Transfer Tax is due on
this document pursuant to Revenue and
Taxation Code Section 11922.

GRANT DEED

Assessor's Parcel Number: 335-010-013

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, WESTERN PLACER EDUCATION FOUNDATION, ("Grantor"), hereby grants to WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("Grantee"), that certain real property in an the City of Lincoln, County of Placer, State of California described in *Exhibit A* to Grant Deed attached hereto and incorporated herein, together with all buildings and improvements located thereon, subject to any covenants, conditions, restrictions, easements and other matters of record (the "Property").

In witness whereof, Grantors have caused this Grant Deed to be executed as of the [REDACTED]
day of [REDACTED], 20 [REDACTED].

GRANTOR:

DONOR:

Bob Romness, President, Western Placer
Education Foundation

MAIL TAX STATEMENTS AS SET FORTH ABOVE

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF PLACER

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[SEAL]

EXHIBIT A

TO

GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Lincoln, County of Placer, State of California, described as follows:

All that portion of Lot 2 as said lot is shown and so designated on that certain plat entitled "Education Foundation - Twelve Bridges, A Large Lot Subdivision" filed in Book AA of Maps, Page 58, Placer County Records.

Area comprised of 150.359 Acres, more or less

**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:

Board Policy 4151 and Salary Comparisons

AGENDA ITEM AREA:

Information/Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board requested a change in Board Policy to assure a comparison is presented to the Board at least every three years. A change in Board Policy 4151 is being presented to the Board for discussion or approval at this time.

RECOMMENDATION:

Provide input on the Policy and/or approve the attached policy change.

Policy 4151: Employee Compensation

Status: DRAFT

Original Adopted Date: 09/04/2007 | **Last Revised Date:** 04/21/2020 | **Last Reviewed Date:** 04/21/2020

In order to recruit and retain employees committed to the district's goals for student learning, the Board of Trustees recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits. *At no less than 3 year intervals, the Personnel Department will provide the Board with a Comprehensive Salary Comparison. The comparison will include all employees an/or employee groups. Current Total Compensation (salary + benefits) will be compared against Placer Union High School District, Roseville Joint High School District, Rocklin Unified School District, Roseville City School District, Tahoe Truckee Unified School District, Eureka Union School District and Dry Creek Joint Elementary School District.*

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a monthly salary that is at least twice the state minimum wage for full-time employment. (Labor Code 510, 515; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt district operations. (29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

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

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3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Adoption of Revised/New
Exhibits/Policies/Regulations

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 4, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- E 1113 – District and School Web Sites (New Exhibit)
- BP/AR 5113.1 – Chronic Absence and Truancy
- BP/AR 5145.7 – Sexual Harassment
- AR/E 5145.71 – Title IX Sexual Harassment Complaint Procedures
- BP/AR/E 6161.1 – Selection and Evaluation of Instructional Materials
- E(1) 9323.2 – Actions by the Board
- BB 9012 – Board Member Electronic Communications
- BB 9320 – Meetings and Notices

RECOMMENDATION:

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

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.

NEW - Exhibit 1113 - District and School Web Sites

New exhibit lists material which state and/or federal law explicitly requires to be posted on district and/or school web sites, including a citation to the legal authority and a reference to the board policy, administrative regulation, or board bylaw that further describes the requirement.

Board Policy 5113.1 - Chronic Absence and Truancy

Policy updated to designate the attendance supervisor as the person responsible for performing various assignments related to absence and truancy; reflect a tiered approach for reducing chronic absence which includes universal strategies and letters to parents/guardians; expand material regarding early intervention; add the provision of training and information to staff for the implementation of a trauma-informed approach to chronic absence; reflect chronic absence as a measure of district and school performance on the California School Dashboard; and add grade level to the list of specific data to be provided to the board regarding attendance, absence, and truancy.

Administrative Regulation 5113.1 - Chronic Absence and Truancy

Regulation updated to reflect law allowing the referral of a chronic absentee (rather than a student who is "irregular in attendance") to a school attendance review board (SARB), a truancy mediation, or a comparable program and requiring documentation of the interventions undertaken at the school when making such a referral. Regulation also revised to give students who are absent the opportunity to make up missed work for full credit and support to limit the impact of absences on grades. Regulation clarifies that parents/guardians of students between 13 and 18 years of age must be notified, upon initial identification of their child for truancy, that the student may be subject to suspension, or delay of driving privilege.

Board Policy 5145.7 - 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 uniform complaint procedures (UCP) 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 5145.7 - 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 IX Coordinator(s) moved and revised to reference CSBA's AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Section on "Notifications" adds requirement to notify students and parents/guardians that the district does not discriminate on the basis of sex and that inquiries about the application of Title IX may be referred to the Title IX Coordinator or the U.S. Department of Education; deletes requirement to provide contact information of the Title IX Coordinator to employees, bargaining units, and job applicants which is addressed in AR 4119.11/4219.11/4319.11 - Sexual Harassment; and reflects **NEW LAW (AB 34, 2019)** which requires districts to post the definition of sex discrimination and harassment in a prominent location on the district's web site.

Administrative Regulation 5145.71 - 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 the district's UCP 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; add optional language providing that

an employee must forward a report of sexual harassment to the Title IX Coordinator within one day, consistent with AR 5145.7 - Sexual Harassment; revise the timeframe for concluding the complaint process from 45 to 60 days to align with requirements of the UCP; reflect the right to appeal the district's decision to the California Department of Education consistent with the UCP or 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 5145.71 - Title IX Sexual Harassment Complaint Procedures

New exhibit presents a sample of the required notification to students and parents/guardians 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 6161.1 - Selection and Evaluation of Instructional Materials

Policy updated to reflect **NEW LAW (SB 820, 2020)** which revises the definition of "technology-based materials" to include the electronic equipment required to make use of those materials, making such equipment subject to the determination of sufficiency. Policy also deletes unnecessary legal citations related to the State Board of Education's (SBE) adoption of academic standards, deletes section on "Review Process" which was moved to the AR, deletes option in regard to public hearings on the sufficiency of textbooks and other instructional materials for schools that operate on a multitrack year-round calendar since such schools can use the same language as those that operate on a traditional calendar, and adds references to sample board policy and regulations for complaints concerning instructional materials.

Administrative Regulation 6161.1 - Selection and Evaluation of Instructional Materials

Regulation updated to add section on "Review Process" formerly in the BP and revise the section to encourage input from a diverse group of stakeholders. Section on "Criteria for Selection and Adoption of Instructional Materials" revised to delete unnecessary legal citations related to SBE's adoption of academic standards; move material regarding publisher requirements for grades 9-12 to end of list or make it easier for K-8 districts to delete; replace the list of nondiscrimination categories with a reference to BP 0410 - Nondiscrimination in District Programs and Activities; add a new item on criteria for technology-based materials; emphasize the importance of the accurate portrayal of the cultural and racial diversity of society in instructional materials; and delete an outdated item regarding quality, durability and appearance. "Conflict of Interest" section revised to delete redundant and difficult-to-enforce item.

Exhibit 6161.1 - Selection and Evaluation of Instructional Materials

Exhibit updated to delete unnecessary legal citations related to SBE's adoption of academic standards and to change "foreign language" to "world language" consistent with current law.

Exhibit(1) 9323.2 - Actions by the Board

Exhibit updated to clarify items under "Actions Requiring a Two-Thirds Vote of the Board" and "Actions Requiring a Four-Fifths Vote of the Board" regarding emergency facilities conditions as only applying to districts that have adopted the Uniform Public Construction Cost Accounting Act procedures. Item regarding the expenditure and transfer of funds or use of district property or personnel to meet a national or local emergency created by war moved from "Actions Requiring a Four-Fifths Vote of the Board" to "Action Requiring a Four-Fifths Vote of the Board Members Present at the Meeting" to more accurately reflect law.

DISTRICT AND SCHOOL WEB SITES**MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEB SITE****Materials to Prominently Display**

The following must be posted in a prominent location on the district's web site, such as on the home page when required by law:

1. The district's local control and accountability plan (LCAP), any updates or revisions to the LCAP, and the local control funding formula budget overview (Education Code 52064.1, 52065). See AR 0460 - Local Control and Accountability Plan.
2. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the district's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.
3. The district's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 - Suicide Prevention.
4. The district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.
5. The district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.
6. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
7. Information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the name and contact information of the Title IX Coordinator, the rights of students and the public as specified in Education Code 221.8, the responsibilities of the district under Title IX, web links to information about those rights and responsibilities on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's

DISTRICT AND SCHOOL WEB SITES (continued)

Office for Civil Rights, a description of how to file a complaint of noncompliance under Title IX with specified components, and a link to Title IX information posted on the California Department of Education's (CDE) web site (Education Code 221.6, 221.61, 234.6; 34 CFR 106.8). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.

8. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
9. If the district has formed a community facilities district (Mello-Roos district) for the acquisition or improvement of school facilities, a copy of the annual report for the fiscal year if requested pursuant to Government Code 53343.1, the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5, and the report provided to the State Controller's office pursuant to Government Code 12463.2 (Government Code 53343.2). Post within seven months after the last day of the fiscal year. See BP 7212 - Mello-Roos Districts.

Other Postings

The following materials are also required to be posted on the district web site. However, there are no specific requirements related to where they are posted on the web site.

1. The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans (Education Code 56205.5). See AR 0430 - Comprehensive Local Plan for Special Education.
2. The district's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.
3. Training materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person(s) who facilitate an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.
4. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in

DISTRICT AND SCHOOL WEB SITES (continued)

competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9). The information shall be posted at the end of the school year on the school's web site or, if the school does not have a web site, on the district's web site. See AR 6145.2 - Athletic Competition.

5. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an exiting interdistrict transfer permit may be revoked or rescinded (Education Code 46600.2). See AR 5117 - Interdistrict Transfer.
6. If the district has elected to be a school district of choice, application information including, at a minimum, any applicable form, the timeline for a transfer, and an explanation of the selection process (Education Code 48301). See AR 5117 - Interdistrict Transfer.
7. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses (Education Code 51224.7). See AR 6152.1 - Placement in Mathematics Courses.
8. The section(s) of the district's employee code of conduct addressing interactions with students (Education Code 44050). Post these section(s) or a link to them on each school's web site or, if a school does not have its own web site, on the district's web site in a manner that is accessible to the public without a password. See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.
9. The district's meal payment collection policy and procedures (CDE Nutrition Services Division Management Bulletin SNP-03-2017). See AR 3551 - Food Services Operations/Cafeteria Fund.
10. If the district includes information about the free and reduced-priced meal program on its web site, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district (U.S. Department of Agriculture's FNS Instruction 113-1). For the required wording of the statement, see E 3555 - Nutrition Program Compliance.

DISTRICT AND SCHOOL WEB SITES (continued)

11. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5 (Education Code 17611.5). Post on the school's web site or, if the school does not have a web site, then on the district's web site. See AR 3514.2 Integrated Pest Management.
12. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and reports issued (Education Code 15280). See AR 7214 - General Obligation Bonds.
13. Copy of each school's school accountability report card, on or before February 1 of each year (Education Code 35258). See BP 0510 - School Accountability Report Card.
14. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's web site.) In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their web sites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

CHRONIC ABSENCE AND TRUANCY

The Board of Trustees believe the absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

(cf. 5113 - Absences and Excuses)

(cf. 5113.11 – Attendance Supervision)

The Superintendent or designee shall establish a system to accurately track student attendance, in order to identify students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district. ~~He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates districtwide, for each school, and for each, and disaggregated for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be used in the development of annual goals and specific actions for student attendance and engagement and to be included in the district's local control and accountability plan and other applicable school and district plans.~~

~~*(cf. 0400 – Comprehensive Plans)*~~

~~*(cf. 0420 – School Plans/Site Councils)*~~

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

~~*(cf. 0460 – Local Control and Accountability Plan)*~~

~~*(cf. 0500 – Accountability)*~~

The Superintendent, attendance supervisor, or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.

~~To encourage school attendance, the Superintendent or designee shall develop strategies that a tiered approach to reduce chronic absence. focus on prevention and early intervention of~~ **Such an approach shall include strategies for preventing attendance problems. Preventive strategies which may include but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school-based health services, and school activities that help develop students' feelings of connectedness with the schools school-based health services, letters alerting parents/guardians to the value of regular school attendance, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.** ~~The Superintendent or designee also may provide incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.~~

CHRONIC ABSENCE AND TRUANCY (continued)

The tiered approach shall also provide for early outreach to students as soon as they show signs of poor attendance or if they were chronically absent in the prior school year. Early intervention may include personalized outreach, individual attendance plans, and/or mentoring to students with moderate levels of chronic absence, with additional intensive, interagency wrap-around services for students with the highest level of absence.

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

(cf. 5126 - Awards for Achievement)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5141.6 - School Health Services)

(cf. 5145.3 - Nondiscrimination/Harassment)

~~The Superintendent or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.~~

~~Interventions for s~~Students with serious attendance problems shall be **provided with interventions specific to their needs, which designed to meet the specific needs of the student** and may include, but are not limited to, health care referrals, transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent, **attendance supervisor**, or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and support services available for students and families.

(cf. 1020 - Youth Services)

(cf. 5030 - Student Wellness)

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

(cf. 5147 - Dropout Prevention)

(cf. 6158 - Independent Study)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

(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)

(cf. 6179 - Supplemental Instruction)

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

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

CHRONIC ABSENCE AND TRUANCY (continued)

The Superintendent or designee shall ensure that staff assigned to fulfill attendance-related duties are trained in implementing a trauma-informed approach to chronic absence and receive information about the high correlation between chronic absence and exposure to adverse childhood experiences.

(cf. 4131 - Staff Development)

Students who are identified as **chronically absent** or truant shall be subject to the interventions specified in law and administrative regulation.

(cf. 5113.12 - District School Attendance Review Board)

A student's truancy, tardiness, or other absence from school shall not be the basis for ~~his/her~~ suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.

(cf. 5144 – Discipline)

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

The Superintendent, **attendance supervisor**, or designee shall periodically report to the Board regarding **student attendance patterns in the district, including rates of chronic absence and truancy districtwide and for each school, grade level, and numerically significant student subgroup as defined in Education Code 52052.** ~~the district's progress in improving student attendance rates for all students and for each numerically significant student population.~~ Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to ~~make changes as needed~~ develop annual goals and specific actions for students attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans. As appropriate, the Superintendent or designee engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

(cf. 0500 - Accountability)

(cf. 0400 - Comprehensive Plans)

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE

1740 *Employment of personnel to supervise attendance (county superintendent)*

37223 *Weekend classes*

46000 *Records (attendance)*

46010-46014 *Absences*

46110-46119 *Attendance in kindergarten and elementary schools*

Legal Reference continued: (see next page)

CHRONIC ABSENCE AND TRUANCY (continued)

Legal Reference: (continued)

46140-46147 Attendance in junior high and high schools
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48225.5 Work permits, entertainment and allied industries
48240-48246 Supervisors of attendance
48260-48273 Truants
48290-48296 Failure to comply; complaints against parents
48320-48324 School attendance review boards
48340-48341 Improvement of student attendance
48400-48403 Compulsory continuation education
52052 Academic Performance Index; numerically significant student subgroups
60901 Chronic absence

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

PENAL CODE

270.1 Chronic truancy; parent/guardian misdemeanor
272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy
830.1 Peace officers

VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy

WELFARE AND INSTITUTIONS CODE

256-258 Juvenile hearing officer
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

COURT DECISIONS

L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

Management Resources: (see next page)

CHRONIC ABSENCE AND TRUANCY (continued)

Management Resources:

CSBA PUBLICATIONS

Attendance Awareness Month: Fact Sheet, September 2014

ATTENDANCE WORKS PUBLICATIONS

District Attendance Tracking Tool

For School Board Members: Frequently Asked Questions About Chronic Absence

School Attendance Tracking Tool

Bringing Attendance Home: Engaging Parents in Preventing Chronic Absence, 2015

Count Us In! Working Together to Show that Every School Day Matters, 2014

The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Attendance Review Board Handbook: A Road Map for Improved School Attendance and Behavior, 2015 rev. 2018

School Attendance Improvement Handbook, 2009

WEB SITES

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

Attendance Works: <http://www.attendanceworks.org>

California Association of Supervisors of Child Welfare and Attendance: <http://www.cascwa.org>

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

California Healthy Kids Survey: <http://chks.wested.org>

California School Climate, Health, and Learning Survey System: <http://www.cal-schls.wested.org>

Policy
adopted: September 4, 2007
revised: December 4, 2012
revised: August 19, 2014
revised: February 2, 2016
revised: December 19, 2017
revised: May 4, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

CHRONIC ABSENCE AND TRUANCY**Definitions**

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. (Education Code 60901)

Truant means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. (Education Code 48260)

Habitual truant means a student who has been reported as a truant three or more times within the same school year, provided the district has made a conscientious effort to hold at least one conference with the student and ~~his/her~~ **the student's** parent/guardian after either of the two previous reports. (Education Code 48262, 48264.5)

Chronic truant means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the district has met the requirements of Education Code 48260, 48260.5, 48261, 48262, 48263, and 48291. (Education Code 48263.6)

For purposes of classifying a student as a truant, *valid excuse* includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5 **and AR 5113 - Absences and Excuses**. A valid excuse may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

(cf. 5113 - Absences and Excuses)

(cf. 5113.2 - Work Permits)

Addressing Chronic Absence

When a student is identified as a chronic absentee, the Superintendent, **attendance supervisor**, or designee shall communicate with the student and ~~his/her~~ **the student's** parent/guardian to determine the reason(s) for the excessive absences, ensure the student and parent/guardian are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

(cf. 5113.11 – Attendance Supervision)

(cf. 6020 - Parent Involvement)

CHRONIC ABSENCE AND TRUANCY (continued)

The student may be referred to a student success team or school-site attendance review team to assist in evaluating the student's needs and identifying strategies and programs that may assist ~~his/her~~ **the student**. **When necessary, the student may be referred to a school attendance review board (SARB) program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the Superintendent or designee, in accordance with Education Code 48263 and item #3 in the section "Addressing Truancy" below.**

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(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)

A student who is struggling academically may be offered tutoring or other supplemental instruction, extended learning opportunities, and/or alternative educational options as appropriate.

Students who are absent shall be given an opportunity to make up missed assignments or assessments and shall receive full credit for satisfactory completion of the work. Students with excessive absences shall be supported to the extent possible to limit the impact of absences on the student's grades.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6158 - Independent Study)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178.1 - Work Experience Education)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)

Whenever chronic absenteeism is linked to a **health, social-emotional, family, or other nonschool condition issue**, the **Superintendent or designee** ~~attendance-supervisor~~ may recommend **school or** community resources and/or collaborate with community agencies and organizations to address the needs of the student and **the student's** ~~his/her~~ family.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5145.6 - School Health Services)

CHRONIC ABSENCE AND TRUANCY (continued)**Addressing Truancy**

An attendance supervisor or designee, peace officer, probation officer, or school administrator or designee may, as applicable, arrest or assume temporary custody; during school hours; of any minor student found away from his/her home who is absent from school without a valid excuse. Any person so arresting or assuming temporary custody of a minor student shall deliver the student and make reports in accordance with Education Code 48265 and 48266. (Education Code 48264, 48265, 48266)

(cf. 3515.3 - District Police/Security Department)

The Superintendent, **attendance supervisor**, or designee shall investigate a complaint from any person that a parent/guardian has violated the state compulsory education laws contained in Education Code 48200-48341. (Education Code 48290)

When a student has been identified as a truant as defined above, the following steps shall be implemented based on the number of trancies **the student has** committed ~~by the student~~:

1. Initial truancy
 - a. A student shall be reported to the Superintendent, **attendance supervisor**, or designee. (Education Code 48260)
 - b. The student's parent/guardian shall be notified by the most cost-effective method possible, which may include email or a telephone call, that: (Education Code 48260.5)
 - (1) The student is truant.
 - (2) The parent/guardian is obligated to compel the student to attend school **and**, if the parent/guardian fails to meet this obligation, ~~he/she~~ **the parent/guardian** may be guilty of an infraction of the law and subject to prosecution pursuant to Education Code 48290-48296.
 - (3) Alternative educational programs are available in the district.
 - (4) The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student's truancy.
 - (5) The student may be subject to arrest or held in temporary custody by a probation officer, a peace officer, a school administrator or attendance supervisor or his/her designee under Education Code 48264 if found away from home and absent from school without a valid excuse.

CHRONIC ABSENCE AND TRUANCY (continued)

- (6) **If the student is at least 13 years of age but under age 18, t**The student may be subject to **the** suspension, restriction, or delay of ~~his/her~~ driving privilege pursuant to Vehicle Code 13202.7.
- (7) It is recommended that the parent/guardian accompany the student to school and attend classes with the student for one day.

(cf. 5145.6 - Parental Notifications)

- c. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)
 - d. The student **and, as appropriate, the student's parent /guardian** may be **requested to attend a meeting with the school counselor or other school designee to discuss the root causes of the attendance issue and develop a joint plan to improve student's attendance.** ~~given a written warning by a peace officer. A record of this warning may be kept at school for not less than two years or until the student graduates or transfers from the school. If the student transfers, the record may be forwarded to the new school.~~ (Education Code 48264.5)
 - e. The Superintendent, **attendance supervisor**, or designee may notify the district attorney and/or probation officer of the student's name ~~who has been~~ **classified as a truant** and the name and address of the student's parents/guardians. (Education Code 48260.6)
2. Second truancy
- a. **Any** student who has once been reported as a truant shall again be reported to the Superintendent, **attendance supervisor**, or designee as a truant if ~~he/she~~ **the student** is absent from school without valid excuse one or more days or is tardy on one or more days during the school year. (Education Code 48261)
 - b. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)
 - c. The student may be assigned to an after-school or weekend study program within the county. If the student fails to successfully complete this study program, ~~he/she~~ **the student** shall be subject to item #3 below. (Education Code 48264.5)

CHRONIC ABSENCE AND TRUANCY (continued)

- d. An appropriate district staff member shall make ~~every~~ a **conscientious** effort to hold at least one conference with the student's ~~and~~ parent/guardian by communicating with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. (Education Code 48262)
 - e. The student may be given a written warning by a peace officer. A record of that warning may be kept at the school for not less than two years or until the student graduates or transfers from the school. If the student transfers, the record may be forwarded to the new school. (Education Code 48264.5)
 - f. The **Superintendent or designee** ~~attendance supervisor~~ may notify the district attorney and/or probation officer ~~whether~~ **when** the student continues to be classified as a truant after the parents/guardians have been notified in accordance with item #1b above. (Education Code 48260.6)
3. Third truancy (habitual truancy)
- a. A students who is habitually truant, ~~irregular in school attendance~~ a **chronic absentee**, or habitually insubordinate or disorderly during attendance at school may be referred to, and required to attend, a ~~school attendance review board (SARB)~~ program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the district's attendance supervisor. (Education Code 48263, 48264.5)
- (cf. 5113.12 - District School Attendance Review Board)*
- b. Upon making a referral to the SARB or the probation department, the **Superintendent**, attendance supervisor, **or other person designated to make the referral** shall provide the student, ~~the student's and~~ parent/guardian, **and SARB or probation department with documentation of the interventions undertaken at the school. The attendance supervisor or designee shall also provide the student and the student's parent/guardian**, in writing, the name and address of the SARB or probation department and the reason for the referral. This notice shall indicate that the student and ~~the student's~~ parent/guardian shall be required, along with the district staff person making the referral, to meet with the SARB or a probation officer to consider a proper disposition of the referral. (Education Code 48263)
 - c. If the student does not successfully complete the truancy mediation program or other similar program, ~~he/she~~ **the student** shall be subject to item #4 below. (Education Code 48264.5)

CHRONIC ABSENCE AND TRUANCY (continued)

- d. If the Superintendent or designee determines that available community services cannot resolve the problem of the truant or insubordinate student or if the student and/or ~~the~~ student's parents/guardians have failed to respond to the directives of the district or to services provided, the Superintendent or designee may so notify the district attorney and/or the probation officer.
4. Fourth truancy
- a. Upon ~~his/her~~ **the** fourth truancy within the same school year, the student may be referred to the jurisdiction of the juvenile court. (Education Code 48264.5; Welfare and Institutions Code 601)
 - b. If a student has been judged by the county juvenile court to be a habitual truant, the Superintendent or designee shall notify the juvenile court and the student's probation or parole officer whenever the student is truant or tardy on one or more days without a valid excuse in the same or succeeding school year, or is habitually insubordinate or disorderly at school. The juvenile court and probation or parole officer shall be notified within 10 days of the violation. (Education Code 48267)
5. ~~Absence for~~ **Chronic truancy (unexcused absence for** 10 percent of school days ~~(chronic truancy)~~
- a. The ~~Superintendent or designee attendance supervisor~~ shall ensure that the student's parents/guardians are offered language-accessible support services to address the student's truancy.
 - b. If a chronically truant student is at least age ~~6~~ **six** years and is in any of grades K-8, the ~~Superintendent or designee attendance supervisor~~ shall notify the parents/guardians that failure to reasonably supervise and encourage the student's school attendance may result in the parent/guardian being found guilty of a misdemeanor pursuant to Penal Code 270.1.

Records

The Superintendent, **attendance supervisor**, or designee shall maintain accurate attendance records for students identified as habitual or chronic truants. ~~The Superintendent or designee also~~ **In addition, the attendance supervisor, designee, and/or the staff persons who have direct contact with the student or parent/guardian** shall document all **their** contacts ~~with a student and his/her parent/guardian~~ regarding the student's attendance, including a summary of all conversations and a record of all intervention efforts.

(cf. 5125 – Student Records)

CHRONIC ABSENCE AND TRUANCY (continued)

The Superintendent, **attendance supervisor**, or designee shall gather and transmit to the County Superintendent of Schools the number of ~~referrals~~ and types of referrals made to the ~~school attendance review board~~ **SARB** and the number of requests for petitions made to the juvenile court. (Education Code 48273)

Regulation
approved: September 4, 2007
revised: December 4, 2012
revised: December 19, 2017
revised: May 4, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

SEXUAL HARASSMENT

~~**Cautionary Notice:** The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.~~

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

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

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

Once notified, the Title IX Coordinator shall ensure the complaint **or allegation** is addressed through Title IX complaint procedures or uniform complaint procedures **AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures**, as applicable, ~~and shall offer supportive measures 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 5145.71 concurrently meets the requirements of BP/AR 1312.3.~~

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

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

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

SEXUAL HARASSMENT (continued)

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

Instruction/Information

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

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

SEXUAL HARASSMENT (continued)

~~*Disciplinary Actions*~~ **Disciplinary Actions**

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

(cf. 5144 – Discipline)

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

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

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

(cf. 4117.7 - Employment Status Report)

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

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

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

Record-Keeping

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

(cf. 3580 – District Records)

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference:

EDUCATION CODE

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

CIVIL CODE

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

GOVERNMENT CODE

12950.1 *Sexual harassment training*

CODE OF REGULATIONS, TITLE 5

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

UNITED STATES CODE, TITLE 20

1092 *Definition of sexual assault*
1221 *Application of laws*
1232g *Family Educational Rights and Privacy Act*
1681-1688 *Title IX of the Education Amendments of 1972*

UNITED STATES CODE, TITLE 34

12291 *Definition of dating violence, domestic violence, and stalking*

UNITED STATES CODE, TITLE 42

1983 *Civil action for deprivation of rights*
2000d-2000d-7 *Title VI, Civil Rights Act of 1964*
2000e-2000e-17 *Title VII, Civil Rights Act of 1964 as amended*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy*
106.1- 106.82 *Nondiscrimination on the basis of sex in education programs*

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.), 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 118 S. Ct. 1989
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010
Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS' PUBLICATIONS
Q&A on Campus Sexual Misconduct, September 2017

Management Resources continued: (see next page)

SEXUAL HARASSMENT (continued)

Management Resources: (continued)

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

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

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

WEB SITES

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

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

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

Policy
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

SEXUAL HARASSMENT

~~Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.~~

~~Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.~~

~~Title IX Coordinator~~

~~The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 – Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:~~

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

~~(cf. 1312.3 – Uniform Complaint Procedures)
cf. 5145.71 – Title IX Sexual Harassment Complaint Procedures)~~

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

~~Prohibited Conduct Definitions~~

~~Prohibited sSexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors or other unwanted verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)~~

- ~~1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress~~

SEXUAL HARASSMENT (continued)

2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance, or of creating an intimidating, hostile or offensive educational environment
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

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

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

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)

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

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

SEXUAL HARASSMENT (continued)

Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment **under state and/or federal law, in accordance with the definitions above**, include, but are not limited to:

1. Unwelcome leering, sexual flirtations or propositions
2. Unwelcome Sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions
3. Graphic verbal comments about an individual's body, or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

~~Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.~~

SEXUAL HARASSMENT (continued)

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 5145.71 - Title IX Sexual Harassment Complaint Procedures**, as well as to **oversee** investigate and/or resolve sexual harassment complaints **processed** under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

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

Notifications

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX 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. 5145.6 - Parental Notifications)

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

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

~~*(cf. 5145.6 - Parental Notifications)*~~

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the

SEXUAL HARASSMENT (continued)

complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Be posted, **along with the name or title and contact information of the Title IX Coordinator**, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. ~~This shall include the name or title, office address, email address, and telephone number of the employee(s) designated as the district's Title IX Coordinator.~~ (Education Code 234.6; 34 CFR 106.8)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included in any handbook provided to students, parents/guardians, employees, or employee organizations (34 CFR 106.8)

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. **The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.**

(cf. 5141.4 - Child Abuse Prevention and Reporting)

SEXUAL HARASSMENT (continued)

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints **and allegations** of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to **BP/AR 1312.3** - Uniform Complaint Procedures.

If sexual harassment 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, implement remedies, and address any continuing effects.

Regulation

WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: September 4, 2007

Lincoln, California

revised: June 21, 2011, October 7, 2014, August 4, 2015, December 20, 2016, November 17, 2020, May 4, 2021

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

~~**Cautionary Notice:** The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.~~

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, **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 the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints **or allegations brought by or on behalf of students** shall be investigated and ~~responded to pursuant to~~ **resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. 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.**

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 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 BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

(cf. 1312.3 - Uniform Complaint Procedures)

Reporting Allegations/Filing a Formal Complaint

~~A report of sexual harassment shall be submitted directly to or forwarded~~ **A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.**

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

(cf. 5145.7 - Sexual Harassment)

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. (34 CFR 106.44)**

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 ~~in 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 victim is not a party to the case, but will receive~~ notices as required by the Title IX regulations at specific points in the complaint process.

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

~~The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does~~ **shall** not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent., ~~and that~~ **Such persons 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, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures ~~which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party.~~ 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 designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment.** ~~Such~~ **Supportive** measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

on contact, increased security, and monitoring of certain areas of the campus. ~~The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.~~ (34 CFR 106.30, 106.44)

Emergency Removal from School

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, ~~o~~On an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

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

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint **that in which the alleged conduct** t 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 enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, ~~and simultaneously to the parties,~~ send written notice of the dismissal and the reasons for the dismissal 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)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)**Informal Resolution Process**

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

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

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

~~Formal Complaint Process~~ 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 district 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.

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

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker ~~and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons~~ **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
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

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. ~~After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party~~

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

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 report 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

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

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

The written decision shall be issued within ~~45~~ **60** 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. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

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

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct **or policies** to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Appeals

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

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

An appeal must be filed in writing within 10 calendar days of receiving the **determination 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. Department of Education's Office for Civil Rights.~~

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

The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance with BP/AR 1312.3.

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.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)**Remedies**

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

Corrective/Disciplinary Actions

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

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)

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

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

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

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

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 reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44.~~ **(34 CFR 106.45)**

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, ~~and responses made pursuant to 34 CFR 106.44.~~ **(34 CFR 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 Superintendent or designee shall also maintain for a period of seven years all~~ **All** materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. ~~(34 CFR 106.45)~~

~~The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)~~

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

(cf. 1113 - District and School Web Sites)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Legal Reference continued: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FEDERAL REGISTER

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579

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

Q&A on Campus Sexual Misconduct, September 2017

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

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

WEB SITES

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

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

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

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES**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 students at all grade levels and their parents/guardians:

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 student 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:

(name and/or title/position)

(address)

(telephone number)

(email address)

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 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures on the district's web site at _____(insert website link)_____.

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: _____ (*insert location/phone/email of contact person*) _____.

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.

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

The Board of Trustees desire that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect **and value** society's diversity, and enhance **instructors' ability to educate all students through** the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards, and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

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

(cf. 0415 - Equity)

(cf. 0440 - District Technology Plan)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6000 - Concepts and Roles)

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6162.5 - Student Assessment)

(cf. 6163.1 - Library Media Centers)

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or **that have, during the district's review process,** ~~otherwise~~ been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core Standards adopted pursuant to Education Code 60605.8 ~~by SBE.~~ (Education Code 60200, 60210)

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and **the accompanying** administrative regulation. (Education Code 60400)

In selecting or adopting instructional materials, the Board shall consider the recommendation of the Superintendent or designee and/or an advisory committee established to review the materials.

Review Process

~~The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. Toward that end, he/she may establish an instructional materials review committee to evaluate and recommend instructional materials.~~

~~(cf. 1220 - Citizen Advisory Committees)~~

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

~~The review process shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. (Education Code 60002)~~

~~(cf. 6020—Parent Involvement)~~

~~In addition, the instructional materials review committee may include administrators, other staff who have subject-matter expertise, and students as appropriate.~~

~~If the district chooses to use instructional materials for grades K–8 that have not been adopted by the SBE, the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)~~

~~Individuals who participate in the selection or review of instructional materials shall not have a conflict of interest, as defined in administrative regulation, in the materials being reviewed.~~

~~(cf. 9270—Conflict of Interest)~~

~~The committee shall review instructional materials using criteria provided in law and administrative regulation, and shall provide the Board with documentation supporting its recommendations.~~

~~All recommended instructional materials shall be available for public inspection at the district office.~~

~~(cf. 5020—Parent Rights and Responsibilities)~~

~~The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.~~

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's ~~textbooks and other~~ instructional materials, **including textbooks, technology-based materials, other educational materials, and tests. Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource.** (Education Code 60010, 60119)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

(cf. 9322 - Agenda/Meeting Materials)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks **and/or other instructional materials that are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE** ~~which are aligned to the state content standards adopted pursuant to Education Code 60605 or the Common Core State Standards adopted pursuant to Education Code 60605.8 and which are consistent with the content and cycles of the state's curriculum frameworks.~~ Sufficiency of instructional materials shall be determined in each of the following subjects: (Education Code 60119)

1. Mathematics

(cf. 6142.92 - Mathematics Instruction)

2. Science

(cf. 6142.93 - Science Instruction)

3. History/social science

(cf. 6142.94 - History-Social Science Instruction)

4. English language arts, including the English language development component of an adopted program

(cf. 6142.91 - ~~Reading-English~~/Language Arts Instruction)
(cf. 6174 – Education for English Language Learners)

5. World/~~foreign~~ language

(cf. 6142.2 - World/~~Foreign~~ Language Instruction)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

6. Health

(cf. 6142.8 – Comprehensive Health Education)

The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or **other** instructional materials to use in class and to take home. ~~However, this does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home.~~ However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If the Board determines that there are insufficient textbooks or **other** instructional materials, ~~it the district~~ shall provide information to classroom teachers and to the public, setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area, and the reasons that each student does not have sufficient textbooks or instructional materials. The Board shall take any action, ~~except an action that would require reimbursement by the Commission of State Mandates,~~ to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

The degree to which every student has sufficient access to standard-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)

(cf. 0460 – Local Control and Accountability Plan)

Complaints

Complaints concerning instructional materials shall be handled in accordance with ~~law~~ **BP/AR 1312.2 - Complaints Concerning Instructional Materials or AR 1312.4 - Williams Uniform Complaint Procedures, as applicable.** ~~Board policy, and administrative regulation.~~

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition against discrimination
1240 County superintendent, general duties
33050-33054 General waiver authority
33126 School accountability report card
35272 Education and athletic materials
44805 Enforcement of course of studies; use of textbooks, rules and regulations
49415 Maximum textbook weight
51501 Nondiscriminatory Subject matter
52060-52077 Local control and accountability plan
60000-60005 Instructional materials, legislative intent
60010 Definitions
60040-60048 Instructional requirements and materials
60060-60062 Requirements for publishers and manufacturers
60070-60076 Prohibited acts (re instructional materials)
60110-60115 Instructional materials on alcohol and drug education
60119 Public hearing on sufficiency of materials
60200-60206 Elementary school materials
60226 Requirements for publishers and manufacturers
60350-60352 Core reading program instructional materials
60400-60411 High school textbooks
60510-60511 Donation of sale of obsolete instructional materials
60605 State content standards
60605.8 Common Core Standards
60605.86-60605.88 Supplemental instructional materials aligned with Common Core Standards
CODE OF REGULATIONS, TITLE 5
9505-9535 Instructional materials, especially:

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Instructional Materials FAQ

01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015

Standards for Evaluation Instructional Materials for Social Content, 2013

WEB SITES

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

Association of American Publishers: <http://www.publishers.org>

California Academic Content Standards Commission, Common Core State Standards:

<http://www.scoe.net/castandards>

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

Policy

adopted: September 4, 2007

revised: March 6, 2012

revised: September 18, 2012

revised: August 19, 2014

revised: October 16, 2018

revised: May 4, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

~~Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 Administrative Discretion Regarding Board Policy.~~

Review Process

The **district's** review process **for evaluating instructional materials** shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. ~~(in accordance with Education Code 60002).~~ ~~In addition, the instructional materials~~ **The review committee process may also include involve** administrators, other staff who have subject-matter expertise, and students as appropriate. **The Superintendent or designee shall seek input from stakeholders with diverse backgrounds and perspectives.**

(cf. 6020 - Parent Involvement)

If the district ~~chooses to~~ **is considering the use of** instructional materials for grades K-8 that have not been adopted by the **State Board of Education (SBE)**, the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

~~Toward that end, he/she~~ **The Superintendent or designee may establish an advisory an instructional materials review committee to evaluate and recommend instructional materials conduct the review of instructional materials.**

(cf. 1220 - Citizen Advisory Committees)

The Superintendent or designee shall present to the Governing Board recommendations for instructional materials and documentation that supports the recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

(cf. 5020 - Parent Rights and Responsibilities)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

When possible, ~~t~~The district may pilot instructional materials, ~~using in~~ a representative sample of classrooms for a specified period of time during a school year, in order to determine ~~how well~~ **the extent to which** the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Criteria for Selection and Adoption of Instructional Materials

In recommending ~~textbooks or other~~ instructional materials for adoption by the Board of Trustees, the Superintendent or designee shall ensure that ~~such~~ **the** materials:

1. Are aligned to **the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE** ~~pursuant to Education Code 60605 and/or Common Core Standards adopted pursuant to Education Code 60605.8~~

(cf. 6011 - Academic Standards)

For grades K-8, ~~the Superintendent or designee shall select~~ **only** instructional materials ~~from among~~ **on** the list of materials adopted by ~~the~~ SBE and/or other instructional materials that have not been adopted by ~~the~~ SBE but are aligned with the state academic content standards ~~and/or~~ the Common Core **State Standards may be recommended for selection.** (Education Code 60200, 60210)

(cf. 6011 - Academic Standards)

For grades 9-12, ~~the Superintendent or designee shall review~~ instructional materials in history-social science, mathematics, English/language arts, and science **shall be reviewed** using a standards map in order to determine the extent to which the materials are aligned to state academic content standards.

2. ~~For grades 9-12, be provided by publishers that comply with the requirements of Education Code 60040 60052, 60060 60062, and 60226 (Education Code 60400)~~
- 3.2. Do not reflect adversely upon persons because of **any characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities** ~~their race or ethnicity, gender, religion, disability, nationality, sexual orientation, occupation, or other characteristic listed in Education Code 220, nor contain any sectarian or denominational doctrine or propaganda contrary to law~~ (Education Code 51501, 60044)

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

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

- 4.3. To the satisfaction of the Board, are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels (Education Code 60045)
- 5.4. With the exception of literature and tradebooks, use proper grammar and spelling (Education Code 60045)
- 6.5. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)
 - a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the SBE.
 - b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.

(cf. 1325 - Advertising and Promotion)

~~7. If the materials are technology based materials, are both available and comparable to other, equivalent instructional materials (Education Code 60052)~~

8.6. Meet the requirements of Education Code 60040-60043 for specific subject content, **including, but not limited, accurately portraying society's cultural and racial diversity**

9.7. Support the district's adopted courses of study and curricular goals

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - ~~English~~ Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

10.8. Contribute to a comprehensive, balanced curriculum

11.9. Demonstrate reliable quality of scholarship as evidenced by:

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

- a. Accurate, up-to-date, and well-documented information
 - b. Objective presentation of diverse viewpoints
 - c. Clear, concise writing and appropriate vocabulary
 - d. Thorough treatment of subject matter
- ~~12-10.~~ Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels
- ~~13-11.~~ ~~Include materials that~~ Stimulate discussion of contemporary issues and improve students' thinking and decision-making skills
- ~~14.—~~ ~~Contribute to the proper articulation of instruction through grade levels~~
- ~~15-12.~~ As appropriate, have corresponding versions available in languages other than English
- ~~16-13.~~ Include high-quality teacher's guides
- ~~17.—~~ ~~Meet high standards in terms of the quality, durability, and appearance of paper, binding, text, and graphics~~
- ~~18-14.~~ When available, include options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials
- 1. ~~If the materials are technology-based materials, are~~ **Be** both available and comparable to other, equ
 - 2. **Be accessible to all students, including economically disadvantaged students, students with disabilities, and English learners**
 - 3. **Protect the privacy of student data**

(cf. 6157 - Distance Learning)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Conflict of Interest

To ensure integrity and impartiality in the evaluation and selection of instructional materials, ~~any district employee~~ **individuals** who ~~is~~ **are** participating in the evaluation of instructional materials and **are** not otherwise designated in the district's conflict of interest code shall sign a disclosure statement indicating that ~~he/she~~ **they**:

1. ~~Shall~~ **Will** not accept any emolument, money, or other valuable thing or inducement, to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)

2. ~~Is~~ **Are** not employed by ~~or~~ nor receives compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary or controlling entity representing it
3. ~~Does not have or will not negotiate a contractual relationship with any publisher or supplier of the instructional materials or any person, firm, organization subsidiary, or controlling entity representing it~~
- 4.3. Does not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district

(cf. 9270 - Conflict of Interest)

Regulation
approved: September 4, 2007
revised: March 6, 2012
revised: September 18, 2012
revised: January 20, 2015
revised: May 4, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Resolution on Sufficiency of Textbooks or Instructional Materials

Whereas, the Board of Trustees of the Western Placer Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on *(date)*, at *(time)* o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which sufficient textbooks or **other** instructional materials were provided to all students, including English learners, in the Western Placer Unified School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook ~~and/or~~ instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards and/or the Common Core State Standards adopted by the State Board of Education ~~pursuant to Education Code 60605 and/or the Common Core State Standards adopted pursuant to Education Code 60605.8;~~

Finding of Sufficient Textbooks or Instructional Materials

Whereas, sufficient standards-aligned textbooks or **other** instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:

- Mathematics: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

- ~~Mathematics: (*Adoption Cycle 2014–2022*)~~
 - ~~–Gr. TK McGraw-Hill My Math (Adopted 2014)~~
 - ~~–Gr. K–5 Pearson Envisions (Adopted 2014)~~
 - ~~–Gr. 6–8 Pearson Digits (Adopted 2014)~~
 - ~~–Gr. 8 Honors) Carnegie Learning Integrated I,~~
 - ~~–Gr. 9–12: Carnegie Learning Integrated I, II, & III (Adopted 2014); McDougal~~
 - ~~–Littell Algebra (Adopted 2009); McDougal Littell Geometry (Adopted 2008);~~
 - ~~–Glencoe/McGraw-Hill PreCalculus (Adopted 2008)~~
 - Science: (*List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.*)
-

- ~~Science: (*Adoption Cycle 2006–2008*)~~
 - ~~–Gr. K–5 Delta Science/FOSS (Adopted 2007)~~
 - ~~–Gr. 6–8 Pearson Prentice Hall Focus on Science for California (Adopted 2007)~~
 - ~~–Gr. 9–12 Pearson Prentice Hall Biology (Adopted 2007); Kendal Hunt Biology—~~
 - ~~An Ecological Approach; Addison-Wesley Chemistry (Adopted 2007); Kendall~~
 - ~~Hunt Forensic Science (Adopted 2007)~~
-

~~**Note:** To align with the newly adopted Science Framework (2016), WPUSD will transition from the current science materials better aligned with the new framework. After the California State Board of Education completes its review and adoption process of new materials, we will conduct a local review and selection process (EC Sections 60210, 60040-60045 and 60048)~~

- History-social science: (*List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.*)
-

- ~~History-Social Science: (*Adoption Cycle 2005–2007*)~~
 - ~~–Gr. K–5 Pearson Scott Foresman History/Social Science for California (Adopted 2007)~~
 - ~~–Gr. 6–8 Holt Rinehart & Winston History Social Studies (Adopted 2006)~~
 - ~~–Gr. 9–12 McDougal Little World History (Adopted 2005); Glencoe McGraw Hill Economics; McDougal Little US History (Adopted 2006); Prentice Hall Comparative Politics (Adopted 2006)~~

~~**Note:** To align with the newly History-Social Science Framework (2016), WPUSD will transition from the current history-social science materials to materials better aligned~~

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

~~with the new framework. After the California State Board of Education completes its review and adoption process of new materials, we will conduct a local review and selection process (EC Sections 60210, 60040 60045 and 60048)~~

- English language arts, including the English language development component of an adopted program: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
-

- ~~English/Language Arts, including the English language development component of an adopted program: *(Adoption Cycle 2015-2023)*~~
 - ~~Gr. K—3 Benchmark Education Company Benchmark Advance (Adopted 2017)~~
 - ~~Gr. 4—5 WPUSD English Language Arts Curriculum Maps and Anchor Texts; Curriculum Associates~~
 - ~~Ready Common Core Reading and Writing (Adopted 2017)~~
 - ~~Gr. 6: WPUSD English Language Arts Curriculum Maps and Anchor Texts~~
 - ~~Gr. 7—8: Amplify English Language Arts and English Language Development (Adopted 2018)~~
 - ~~Gr. 9—10: McGraw Hill Study Sync (Adopted 2017)~~
 - ~~Gr. 11—12: McDougall Little The Language of Literature (Adopted 2002) (State Waiver 2010); CSUS Expository Reading and Writing~~

- World/foreign language: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
-

- Health: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
-

Whereas, each pupil enrolled in a ~~foreign~~ (world) language or health course has sufficient textbooks or instructional materials.

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2018—2019 school year, the Western Placer Unified School District, has provided each student with sufficient standards-aligned textbooks or **other** instructional materials aligned that are consistent with the cycles and content of the curriculum frameworks.

Finding of Insufficient Textbooks or Instructional Materials

Whereas, information provided at the public hearing and to the Board at the public meeting detailed that insufficient textbooks or **other** instructional materials were provided to students in the following subjects and grade levels at district schools: *(For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in mathematics, science, history-social science, English/language arts, ~~world/foreign~~ language, and health.)*

Whereas, sufficient textbooks or **other** instructional materials were not provided at each school listed above due to the following reasons: *(For each school at which there is an insufficiency, list the reasons why each student does not have sufficient instructional materials in each subject and grade level listed above.)*

Therefore, it is resolved, that for the 2018—2019 school year, the Western Placer Unified School District has not provided each student with sufficient textbooks or **other** instructional materials consistent with the cycles and content of the curriculum framework, and;

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient textbooks or instructional materials in all subjects that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made. *(List actions to be taken to resolve insufficiency. See Education Code 60119(a)(2)(B) for other funds that may be used to ensure sufficient instructional materials.*

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

See Attached Resolution No. 18/19.13

PASSED AND ADOPTED THIS 2nd day of October, 2018 at a meeting, by the following vote:

AYES: 5

NOES: _____

ABSENT: _____

Attest:

Secretary

President

Exhibit

version: March 6, 2012
revised: September 12, 2012
revised: September 2, 2014
revised: November 6, 2018
revised: May 4, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

ACTIONS BY THE BOARD

ACTIONS REQUIRING MORE THAN A MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

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

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

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

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

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

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

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

(cf. 7131 - Relations with Local Agencies)

(cf. 7150 - Site Selection and Development)

(cf. 7160 - Charter School Facilities)

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

(cf. 6185 - Community Day School)

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

ACTIONS BY THE BOARD (continued)

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

(cf. 7214 - General Obligation Bonds)

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

(cf. 7213 - School Facilities Improvement Districts)

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

(cf. 3471 - Parcel Taxes)

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

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

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

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

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

ACTIONS BY THE BOARD (continued)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

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

~~*(cf. 3110 - Transfer of Funds)*~~

- 2.1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
- 3.2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, up to 25 percent of the estimated income and revenue to be received by the district during the fiscal year from apportionments based on average daily attendance for the preceding school year (Government Code 53822-53824)
- 4.3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

- 5.4. When the district has a five-member or seven-member Board **and has adopted the procedures set forth in UPCCAA**, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)
- 6.5. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the ~~Uniform Public Construction Cost Accounting Act~~ **UPCCAA** for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

ACTIONS BY THE BOARD (continued)

Action Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

A four-fifths vote of the Board members present at the meeting shall be required to approve the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense. (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)
2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

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

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

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

Exhibit
version: September 4, 2007
revised: August 4, 2015
revised: March 21, 2017
revised: May 7, 2019
revised: May 4, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

CSBA POLICY GUIDE SHEET

December 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 Bylaw 9012 - Board Member Electronic Communications

Bylaw updated to clarify that electronic communications should not be used as a means to restrict access to a public forum, that meeting locations include teleconference locations, and that the prohibition against serial meetings includes a series of communications directly or through intermediaries. Bylaw reflects **NEW LAW (AB 992, 2020)** which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also references court decisions which clarify that a public official's social media account which includes discussion of public business may be considered a public forum from which the official cannot exclude access or comments by members of the public based on viewpoint.

Board Bylaw 9320 - Meetings and Notices

Bylaw updated to clarify that meeting locations include teleconference locations and reflect **NEW LAW (AB 992, 2020)** which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also updated to clarify the vote requirements for holding a closed session during an emergency meeting and for adjourning or continuing a board meeting to a later time or location.

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Board of Trustees recognize that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting, ~~nor to~~ circumvent the public's right to access records regarding district business, **or restrict access to a public forum.**

(cf. 1100 - Communication with the Public)

(~~cf. 6020 - Parent Involvement~~)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. A Board member is prohibited from responding directly to any communication from other Board members regarding matters that are within the subject matter jurisdiction of the Board or using digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. (Government Code 54952.2)

Whenever a Board member uses a social media platform to communicate with the public about district business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.

~~In addition,~~ Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that **the** ~~his/her~~ response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the press shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 9005 - Governance Standards)
(cf. 9121 - President)
(cf. 9200 - Limits of Board Member Authority)

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, **the Board member** ~~he/she~~ shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

*Legal Reference:*EDUCATION CODE

35140 Time and place of meetings
 35145 Public meetings
 35145.5 Agenda; public participation; regulations
 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

6250-6270 California Public Records Act
 11135 State programs and activities, discrimination
 54950-54963 The Ralph M. Brown Act, especially:
 54952.2 Meeting, defined
 54953 Meetings to be open and public; attendance
 54954.2 Agenda posting requirements, board actions

Legal Reference continued: (see next page)

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

Legal Reference continued:

COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)

Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

The Brown Act: School Boards and Open Meeting Laws, rev. 2014 2019

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

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

CSBA, ~~Agenda Online~~ **GAMUT Meetings:**

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

<https://www.csba.org/ProductsAndServices/AllServices/AgendaOnline.aspx> ~~Agenda Online~~ **Gamut Meetings Policy**

California Attorney General's Office: <https://oag.ca.gov>

Bylaw
adopted: October 19, 2010
revised: August 15, 2017
revised: May 4, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

MEETINGS AND NOTICES

Meetings of the Board of Trustees are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and Board bylaws policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and **location place, including teleconference location**, to hear, discuss, ~~or deliberate~~, **or take action** upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, **including social media and other electronic communications**, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. ~~However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members.~~ (Government Code 54952.2)

However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 – board Member Electronic Communications)

In order to help ensure participation in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, **54954.2**)

Regular Meetings

The Board shall hold two regular meetings each month. Regular meetings shall be held at 7:00 p.m. on first and third Tuesdays at the ~~Lincoln High Performing Arts Building~~ **Western Placer Unified School District Office on the Third Floor**, or a designated school site in Lincoln, California.

MEETINGS AND NOTICES (continued)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet website. (Government Code 54954.2)

(cf. 1113 – District and School Web Sites)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and ~~place~~-location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive ~~a failure to receive~~ the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or after the item's consideration. (Government Code 54954.3)

MEETINGS AND NOTICES (continued)

Emergency Meetings

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - *Concerted Action/Work Stoppage*)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - *Emergencies and Disaster Preparedness Plan*)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. **All telephone numbers provided by the media in the most recent request for notification must be exhausted.** If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies **notification is given to** the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

MEETINGS AND NOTICES (continued)

Adjourned/Continued Meetings

~~A majority vote by~~ The Board may adjourn/**continue** any regular or special meeting to a later time and ~~place~~ **location** that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)
(cf. 2111 - Superintendent Governance Standards)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

MEETINGS AND NOTICES (continued)

3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, ~~including, but not limited to, religion, sex, or sexual orientation~~. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

MEETINGS AND NOTICES (continued)

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a ~~place~~ **location** designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

MEETINGS AND NOTICES (continued)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

*Legal Reference:*EDUCATION CODE35140 *Time and place of meetings*35143 *Annual organizational meeting, date, and notice*35144 *Special meeting*35145 *Public meetings*35145.5 *Agenda; public participation; regulations*35146 *Closed sessions in connection with a student*35147 *Open meeting law exceptions and applications*GOVERNMENT CODE3511.1 *Local agency executives*11135 *State programs and activities; prohibition of discrimination*54950-54963 *The Ralph M. Brown Act, especially:*54953 *Meetings to be open and public; attendance*54954 *Time and place of regular meetings*54954.2 *Agenda posting requirements, board actions*54956 *Special meetings; call; notice*54956.5 *Emergency meetings*UNITED STATES CODE, TITLE 4212101-12213 *Americans with Disabilities Act*CODE OF FEDERAL REGULATIONS, TITLE 2835.160 *Effective communications for individuals with disabilities*36.303 *Auxiliary aids and services for individuals with disabilities*COURT DECISIONS*Garnier v. Poway Unified School District*, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)*Knight First Amendment Institute at Columbia University v. Trump*, 928 F.3d 226 (2019)*Wolfe v. City of Fremont*, (2006) 144 Cal.App. 4th 54433ATTORNEY GENERAL OPINIONS88 *Ops. Cal. Atty. Gen.* 218 (2005)84 *Ops. Cal. Atty. Gen.* 181 (2001)84 *Ops. Cal. Atty. Gen.* 30 (2001)79 *Ops. Cal. Atty. Gen.* 69 (1996)78 *Ops. Cal. Atty. Gen.* 327 (1995)

MEETINGS AND NOTICES (continued)

Management Resources: (continued)

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. ~~2005 2009 20014~~ 2019

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

ATTORNEY GENERAL PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010

WEB SITES

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

CSBA, ~~GAMUT Meetings Agenda Online:~~

~~<https://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy>~~

~~<http://www.csba.org/Services/Services/governance-Technology/AgendaOnline.aspx>~~

California Attorney General's Office: <https://oag.ca.gov/home> ~~<http://www.ag.ca.gov>~~

Institute for Local Government: <http://www.ca-ilg.org>

League of California Cities: <http://www.cacities.org>

Bylaw
adopted: October 20, 2009
revised: September 16, 2014
revised: May 4, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California